



ANKENY CITY COUNCIL

Regular Meeting

Monday, October 17, 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 Whiting

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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 October 17, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the October 17, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2022-62 Proposed NW Weigel Drive Water Connection District 2

Action# C1-1. Consider motion to close Public Hearing 2022-62.

2. PH 2022-63 Proposed amendment to 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 from R-1 to M-1, Light Industrial District.

Action# C2-1. Consider motion to close Public Hearing 2022-63.

3. PH 2022-64 Proposed vacation of 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# C3-1. Consider MOTION to close Public Hearing 2022-64.

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

- CA - 1** Approval of official council actions of the regular meeting of October 3, 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 September 20, 2022.
- CA - 3** Receive and file minutes of the Civil Service Commission meeting of August 8, 2022.

- **Licenses and Permits**

- CA - 4** Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

- CA - 5** Consider motion to receive and file Financial Reports for September 2022.
- CA - 6** Consider motion to receive and file Building Permit Report for September 2022.
- CA - 7** Consider motion to receive and file Utility Billing Report for September 2022.
- CA - 8** Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$11,500.00 with Foth Infrastructure and Environment, LLC (Foth), for additional design services on the North Four Mile

Creek Trunk Sewer Project.

- CA - 9** Consider motion to approve Change Order #2 increasing the contract amount by \$2,220.00 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 10** Consider motion to approve Change Order #2 decreasing the contract amount by \$13,837.20 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Street Patching Program project.
- CA - 11** Consider motion to approve Change Order #4, increasing the contract amount by \$0.00 to RedBud LLC for native vegetation maintenance as part of the 2022 Native Vegetation Maintenance project.
- CA - 12** Consider motion to approve Change Order #4 increasing the contract amount by \$19,301.00 to Reilly Construction Co., Inc., for construction services on the West First St Widening & Improvements-Phase 1 project.
- CA - 13** Consider motion to approve Payment #6 in the amount of \$546,415.68 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 14** Consider motion to approve Payment #5 in the amount of \$55,354.09 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
- CA - 15** Consider motion to approve Payment #5 in the amount of \$13,143.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 16** Consider motion to approve Payment #1 in the amount of \$111,456.85 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
- CA - 17** Consider motion to approve Payment #4 in the amount of \$73,920.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
- CA - 18** Consider motion to approve Payment #5 in the amount of \$65,290.75 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.
- CA - 19** Consider motion to approve Payment #2 in the amount of \$80,157.06 (for invoice #2-080206) to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining project.
- CA - 20** Consider motion to approve Payment #2 in the amount of \$116,007.32 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Pavement Preservation Program project.
- CA - 21** Consider motion to approve Payment #4 in the amount of \$12,172.54 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Street Patching Program project.
- CA - 22** Consider motion to approve Payment #1 in the amount of \$95,665.00 to Iowa Signal, Inc., for construction services on the SE Delaware Ave Fiber Optic Connection project.
- CA - 23** Consider motion to approve Payment #24 in the amount of \$6,036.98 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.

- CA - 24** Consider motion to approve Payment #7 in the amount of \$38,657.50 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 #3 in the amount of \$23,008.75 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 26** Consider motion to approve Payment #6 in the amount of \$7,989.25 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 27** Consider motion to approve Payment #5 in the amount of \$5,036.52 to RedBud LLC for work on the 2022 Native Vegetation Maintenance project.
- CA - 28** Consider motion to approve Payment #15 in the amount of \$294,391.33. to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 29** Consider motion to approve Payment #1 in the amount of \$140,449.90 to Splash Pool & Spa Builders, LLC, for construction services on the 2022 Prairie Ridge Aquatic Center - Resurfacing Project.
- CA - 30** Consider motion to approve Payment #6 in the amount of \$53,602.95 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase 2 project.
- CA - 31** Consider motion to approve the October 17, 2022 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Whiting, B. Bentz)

- **Personnel Items**

- CA - 32** Consider motion to accept the Civil Service Commission certified lists for appointment to Equipment Operator-Public Works Department and Police Officer-Police Department, subject to passing any further departmental requirements.

- **Community Development Items**

- CA - 33** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot D, Cherry Glen Estates Plat 6; and associated with the development of 5325 NW 8th Street, Cherry Glen Ballpark Development Project site plan.
- CA - 34** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary non-urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by DRA Properties, LC. (date of hrg: 11/21/22 @ 5:30 p.m.)
- CA - 35** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider the voluntary urbanized annexation of certain territory owned by NGR, Inc. (date of hrg: 11/21/22 @ 5:30 p.m.)
- CA - 36** Consider motion to approve the Christian Juon Estates Plat 3 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.
- CA - 37** Consider motion to adopt **RESOLUTION** authorizing cost participation for the extension of eight-foot sidewalk; and accepting platted easements located on Lot 65, The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.
- CA - 38** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a

development agreement by and between the City of Ankeny, Iowa, and the Ankeny Community School District for the installation of a potential future traffic signal at the intersection of NW 18th Street and NW Spruce Drive, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.

- CA - 39** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.
- CA - 40** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.
- CA - 41** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K. Farms, LLC located south of NW 54th Street and east of NW Irvinedale Drive. (date of hrg: 11/7/22 @ 5:30 p.m.)
- CA - 42** Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC., and located north of NW 18th Street and east of NW Weigel Drive. (date of hrg: 11/7/22 @ 5:30 p.m.)
- CA - 43** Consider motion to adopt **RESOLUTION** accepting Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Outlot Z, 4 Mile Drive Industrial Park Plat 1 and associated with the development of the Purefoods-West Office Addition Site Plan at 3210 SE Corporate Woods Drive.

- **Engineering Items**

- CA - 44** Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main and sanitary sewer in First Street Commons Plat 2.
- CA - 45** Consider motion to adopt **RESOLUTION** accepting public improvements in Ankeny Market Village for utilities (sanitary sewer).
- CA - 46** Consider motion to adopt **RESOLUTION** accepting public improvements in Greystones at Prairie Trail Plat 1 for utilities.
- CA - 47** Consider motion to adopt **RESOLUTION** accepting public improvements in Grove Landing Plat 1 for utilities.
- CA - 48** Consider motion to adopt **RESOLUTION** accepting public improvements in Grove Landing Plat 1, for paving.
- CA - 49** Consider motion to adopt **RESOLUTION** accepting public improvements in Grove Landing Plat 2 for utilities.
- CA - 50** Consider motion to adopt **RESOLUTION** accepting public improvements in Grove Landing Plat 2, for paving.
- CA - 51** Consider motion to adopt **RESOLUTION** accepting public improvements in Grove Landing Plat 3 for utilities.
- CA - 52** Consider motion to adopt **RESOLUTION** accepting public improvements in Grove Landing Plat 3, for paving.

- **Capital Improvement Projects**

- CA - 53** **2022 PCC Reconstruction Program - SE Peachtree Drive:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$4,950.00;

b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Con-Struct, Inc. in the amount of \$810,505.00; and d) Final Payment #5 in the amount of \$6,583.50; and Retainage Payment in the amount of \$40,525.25.

CA - 54 **SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications:**
Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$27,581.50; and c) Final Payment #1 in the amount of \$26,202.42; and Retainage Payment in the amount of \$1,379.08.

CA - 55 **Northwest Elementary School Traffic Signal Replacement:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$1,190.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$54,420.00; and d) Final Payment #1 in the amount of \$51,699.00; and Retainage Payment in the amount of \$2,721.00.

CA - 56 **2022 PCC Reconstruction Program - NW 5th Street Project:** Consider motion to approve: a) Final Change Order #3 increasing the contract amount by \$5,183.38; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Absolute Concrete Construction in the amount of \$697,313.88; and d) Final Payment #4 in the amount of \$43,009.06; and Retainage Payment in the amount of \$34,865.70.

CA - 57 **NW 36th Street and NW Weigel Drive Water Main:** Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with On Track Construction, LLC in the amount of \$1,319,476.89.00; c) Change Order #3 for (\$3,885.00); d) Final Payment #6 in the amount of \$2,636.25 / Release of Retainage in the amount of \$65,973.84.

- **Administrative Items**

CA - 58 Consider motion to adopt **RESOLUTION** approving construction contract and bond with Synergy Contracting, LLC of Des Moines, Iowa, in the amount of \$5,778,405.00 for the HTT Water Transmission Main & Drainage Improvements project.

CA - 59 Consider motion to approve Medical Director Contract effective January 1, 2023 through December 31, 2024.

CA - 60 Consider motion to adopt **RESOLUTION** approving the City of Urbandale as a member of the Metropolitan Sister Cities Commission.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-60

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-60

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. (PH 2022-62)

Action# H1-1. Consider motion to accept first consideration of ORDINANCE 2122.

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. (PH 2022-63)

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2123.

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. (PH 2022-64)

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2124.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Final plat and schedule for levying assessments for Nuisance Abatement.

Action# J1-1. Consider RESOLUTION approving final plat and schedule for levying assessments for Nuisance Abatement.

2. Proposed Cherry Glen Ballfield Development
Initiate Proceedings

Action# J2-1. Consider motion to adopt RESOLUTION ordering construction on the Cherry Glen Ballfield Development project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 11/15/22 @ 10:30 a.m./date of hrg: 11/21/22 @ 5:30 p.m.)

3. Ankeny Strategic Plan 2022 Amendment

Action# J3-1. Consider motion to adopt Ankeny Strategic Plan 2022 Amendment

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 Whiting

- **Future Council Agenda Items:**

- ***Public Hearing - Hope Crest rezoning - 11/7/22 @ 5:30 p.m.***
- ***Public Hearing - Hardship Land, LLC rezoning - 11/7/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 11/21/22 @ 5:30 p.m.***
- ***Public Hearing - DRA Properties, LC annexation - 11/21/22 @ 5:30 p.m.***
- ***Public Hearing - NGR Four Mile Dr annexation - 11/21/22 @ 5:30 p.m.***
- ***Public Hearing - Cherry Glen Ballfield Development - 11/21/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtNcWZFaK9PdZ09>
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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the October 17, 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 October 17, 2022 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Public Hearing

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
PH 2022-62: Proposed NW Weigel Drive Water Connection District 2

EXECUTIVE SUMMARY:

The City of Ankeny constructed the NW 36th Street and NW Weigel Drive Water Main project in 2022. This project installed a 16" water main that serves the parcels north and south of NW 36th Street west of NW Irvinedale Drive and east of NW Weigel Drive, east and west of NW Weigel Drive between NW 18th Street and NW 36th Street. The connection fee is established based on the project costs associated with the NW 36th Street and NW Weigel Drive Water Main project. The proposed connection fee for the NW Weigel Drive Water Connection District 2 starts at \$2,975.18 per acre or \$85.57 per frontage foot. The fee increases annually by 2.69% for the next 10 years based on current rates.

FISCAL IMPACT: **No**

The intent of the connection district is to recover the city's costs associated with the construction of 16" water main on the NW 18th Street Extension - NW 36th Street and NW Weigel Drive Water Main project.

CITY MANAGER'S RECOMMENDATIONS:

Hold a hearing on the proposed connection district and associated fees.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

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.)

PUBLIC OUTREACH EFFORTS:

Legal publication and Notice to Property Owners was was mailed to affected property owners as required.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-62.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Proposed Ordinance
 Map



PUBLIC HEARING 2022-62

5:30 P.M.

OCTOBER 17, 2022

**PROPOSED ADOPTION OF AN ORDINANCE AMENDING CHAPTER 94.05 OF THE
MUNICIPAL CODE OF THE CITY OF ANKENY, SEWER CONNECTION DISTRICTS
ESTABLISHED**

Mayor:

This is the time and place for a public hearing on the matter of the adoption of Ordinance 2122 to establish a benefited district and connection fees in the NW Weigel Drive Water Connection District 2. Notice of this hearing was published in the Des Moines Register on the 23rd day of September, 2022.

Mayor:

"Has any written correspondence been received on this hearing"?

City Clerk:

None.

Mayor:

"At this time, I would like to request Don Clark, Municipal Utilities Director, provide a report to the Council on this proposed ordinance."

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2022-62.

Mayor:

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

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 E193F- 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.

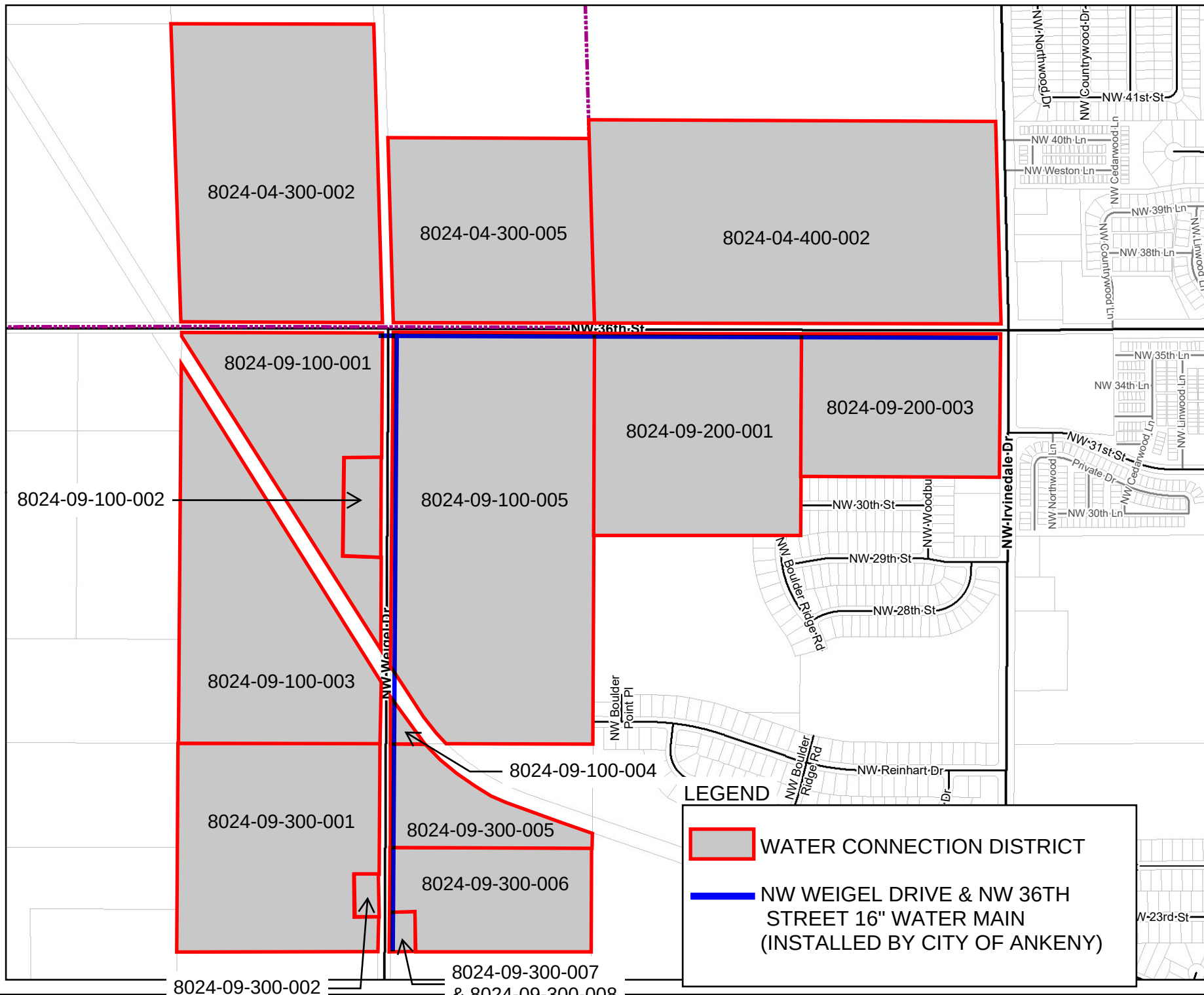
Mark E. Holm, Mayor

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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2022-63: Proposed amendment to 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 from R-1 to M-1, Light Industrial District.

EXECUTIVE SUMMARY:

The applicant, DRA Properties, LC, is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. The area subject to the proposed rezoning consist of two parcels, and totals approximately 67.10 acres (+/-) in size. The subject area is generally located south of SE Oralabor Road and east of SE Four Mile Drive within the southeastern quadrant of Ankeny. The two parcels subject to the rezoning were annexed into the City of Ankeny as part of the recently approved Ankeny RMJ Annexation. Many of the surrounding properties in the area are zoned either R-1, M-1, Light Industrial District, or U-1, Conservation and Public Utility District (Ankeny Regional Airport). The properties to the immediate south of the proposed rezoning are not within Ankeny's Corporate Limits.

The proposed rezoning aligns with the Ankeny Plan 2040 Future Land Use Map which identifies the subject area as being appropriate for Airport Business Park uses and Open Space. The M-1, Light

Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on September 20, 2022.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on September 7, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-63.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 P&Z Minutes
 Staff Report
 Applicant Letter
 P&Z Stamped Rezoning Exhibit
 Map



PUBLIC HEARING 2022-63

5:30 P.M.

OCTOBER 17, 2022

PROPOSED REZONING OF CERTAIN PROPERTY OWNED BY DRA PROPERTIES, LC

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2123 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.

FROM: its current R-1, One-Family Residence District

TO: M-1, Light Industrial District

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.

Notice of this hearing was published in the Des Moines Register on the 7th day of October, 2022 and notices were mailed to affected property owners as required by law.

Mayor:

"Has any written correspondence been received for this hearing"?

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 rezoning."

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing 2022-63.

Mayor

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

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 _____**

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, September 7, 2022

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

CALL TO ORDER

Chair G.Hunter called the September 7, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

PUBLIC HEARINGS

Item #2. DRA Properties, LC, request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported that the applicant, DRA Properties, is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. He said that the proposed rezoning consists of two parcels and is approximately 67.10 acres, generally located east of SE Four Mile Drive and approximately one-half mile south of SE Oralabor Road. B.Morrissey presented to the Commission the current zoning map that showed the properties surrounding this area are zoned either R-1, M-1, Light Industrial District, or U-1, Conservation and Public Utility District. He noted that the area south of the subject property is not within Ankeny's Corporate Limits. B.Morrissey explained to the Commission that the two parcels are/were a part of the Ankeny RMJ Annexation that received City Development Board approval on August 10, 2022. The annexation will be finalized after the 30-day appeal period expires and at that time the property will be zoned R-1, One-Family Residence District. He stated that the applicant is currently requesting to rezone the future R-1 zoning to M-1, Light Industrial District. He noted that the Ankeny Plan 2040 Future Land Use Map identifies the area as being Airport Business Park uses and Open Space; and said that the M-1 zoning district is compatible within the Airport Business Park land use classification. B.Morrissey stated that the applicant has submitted the required zoning petitions, notifications were mailed to all properties within 250' of the subject property area, a legal notice was posted in the Des Moines Register, and public notification signage was posted on the property. A complete staff report will be presented at the next Plan and Zoning Commission meeting on September 20th.

Roger Silver, Nilles Associates, Inc., 1250 SW State Street, Suite A, commented that he would answer any questions that the Commission may have on the rezoning request.

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

L.West asked if there were any flood plain considerations with the creek that runs through this property. E.Jensen responded that there is an area covered by flood plain, which will be addressed during the platting process.

Motion by T.Flack to close the public hearing, and receive and file documents. Second by T.Ripper. All voted aye. Motion carried 5 – 0.

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 #6. DRA Properties, LC request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported that the applicant, DRA Properties, is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. He said that the proposed rezoning consists of two parcels and is approximately 67.10 acres, generally located east of SE Four Mile Drive and approximately one-half mile south of SE Oralabor Road. The current zoning map showed the properties surrounding this area are zoned either R-1, M-1, Light Industrial District, or U-1, Conservation and Public Utility District. He noted that the area south of the subject property is not within Ankeny's Corporate Limits. B.Morrissey noted that the two parcels were a part of the Ankeny RMJ Annexation that was recently approved. He stated that the applicant is requesting to rezone the R-1 zoning to M-1, Light Industrial District. He presented the Ankeny Plan 2040 Future Land Use Map, which identifies the area as being Airport Business Park uses and Open Space; and said that the M-1 zoning district is compatible within the Airport Business Park land use classification. B.Morrissey stated that the public hearing was held on September 7, 2022 with one question raised by a Commission member on how the potential flood plain on the property would impact the project moving forward. Staff shared that any flood plain concerns will be handled during the platting process. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the request by DRA Properties, LC to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

R.Weisheit asked if there are height restrictions due to the proximity of the airport. B.Morrissey responded stating that the FAA requires a submittal of the plat and site plan for their review to make sure height and location falls within the FAA regulations.

Adam Schoeppner, Nilles Associates, Inc., 1250 SW State Street, Suite A, on behalf of DRA Properties, LC commented that he would answer any questions that the Commission may have on the rezoning request.

There were no questions from the Commission.

Motion by T.Flack to recommend City Council approval of the request by DRA Properties, LC to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. Second by L.West. Motion carried 6 – 0 – 1(Abstain: T.Rapp).



*Plan and Zoning Commission
Staff Report*

Meeting Date: September 20, 2022

Agenda Item: Albaugh Four Mile Industrial Park Rezoning – Action
Report Date: September 15, 2022
Prepared By: Bryan Morrissey *ETC*
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the request by DRA Properties, LC, to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

Project Report

The applicant, DRA Properties, LC, is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

The area subject to the proposed rezoning consist of two parcels, and totals approximately 67.10 acres (+/-) in size. The subject area is generally located south of SE Oralabor Road and east of SE Four Mile Drive, within the southeastern quadrant of Ankeny. The two parcels subject to the rezoning are being annexed into the City of Ankeny as part of the recently approved Ankeny RMJ Annexation. Once annexed, the property will be zoned R-1, One-Family Residence District, while many of the surrounding properties in the area are zoned either R-1, M-1, Light Industrial District, or U-1, Conservation and Public Utility District (Ankeny Regional Airport). The properties to the immediate south of the proposed rezoning are not within Ankeny's Corporate Limits.

The parcels subject to the proposed rezoning are in the process of being annexed into Ankeny following City Development Board approval of the annexation on August 10, 2022. The annexation will become finalized sometime in mid-September following a 30-day appeal period. As is standard procedure, the two parcels will be assigned the R-1 zoning classification upon completion of the annexation process. The applicant is starting the process to rezone the property from its R-1 zoning classification to M-1, Light Industrial District. The proposed rezoning aligns with the Ankeny Plan 2040 Future Land Use Map which identifies the subject area as being appropriate for Airport Business Park uses and Open Space. The M-1, Light Industrial District is listed as being a compatible zoning district within the Airport Business Park future land use classification. Examples of common uses allowed within the M-1 District include warehousing, storage, distribution centers, wholesale, and the processing of materials.

The applicant has submitted the required rezoning petitions consisting of the signatures of more than 50% of the land area subject to the rezoning, as well as the signatures of the owners of at least 60% of the land within 250' of the subject property. Notifications of the public hearing were sent to the surrounding property owners on August 23, 2022; and a legal notice of the proposed rezoning was published in the Des Moines Register on August 19, 2022. The zoning ordinance also requires that the applicant of the proposed rezoning post public notification signage on the property to inform the public of the proposed change, as well as the time and location of the public hearing. The require signage was posted by the applicant on Tuesday, August 30, providing the required seven days of notification prior to the public hearing.

Public Hearing

The Plan and Zoning Commission held a public hearing for the proposed rezoning on September 6, 2022. There were no questions or comments from the public; however, there was a question raised by a Commission member concerning a potential flood plain in the area and how that may impact the project moving forward. Staff informed the Commissioner during the public hearing that any concerns regarding the flood plain would be addressed during the platting process of the project. A complete recap of the public hearing can be found in the minutes from the meeting.

July 15, 2022

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Re-zoning Request to the City of Ankeny

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

On behalf of DRA Properties, LC, we are submitting the enclosed petition for rezoning for 67.10 acres located in the SW and NW quarters of Section 32-80-23. The property was recently annexed into the City of Ankeny and is located along the east side SE Four Mile Drive and one-half mile south of SE Oralabor Road.

The owner is requesting to re-zone from the existing R-1 Single Family Residence District to M-1 Light Industrial District. The City of Ankeny 2040 Comprehensive Plan designates this area as Airport Commercial and uses allowed within the M-1 District would be consistent with the comprehensive plan.

We respectfully request your review and approval of this re-zoning request. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further. Thank you very much for your time and consideration.

Sincerely,



Adam D. Schoeppner, PLS
NILLES ASSOCIATES, INC.

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 LUNN	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%
1	ROBERT M JOHNSON (TRUST) & KATHRYN M ZIMMER	6.247	12.31%
1	THOMAS L TYLER	4.101	8.08%
1	TYLER INVESTMENT COMPANY INC	8.063	15.89%
1	JEFFREY J WANGSNES & SHELLEY R WANGSNES	6.144	12.11%
1	TYLER J WANGSNES & SAMANTHA J WANGSNES	0.673	1.33%
1	PENTA PARTNERS LLC	1.463	2.88%
8		40.393	79.62%

LEGEND

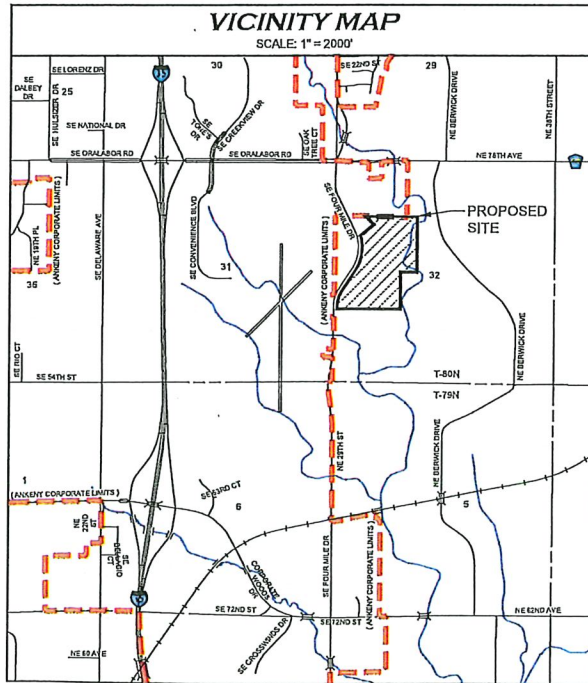
- Subject boundary line
- Section line
- Existing boundary line
- Existing easement line
- 250' Zoning notification line
- 250' Zoning notification area

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





N



1 inch = 625 feet

Date: 8/18/2022

Albaugh Four Mile Industrial Park - Rezoning



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:

PH 2022-64: Proposed vacation of 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:

The City has received a request to vacate 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. The purpose of the proposed right-of-way vacation is to prepare for an amendment to the existing neighborhood plan, which changes the entrance from a public street to a private drive entrance.; The portion of right-of-way to be vacated is a small portion around the east extension of this drive; therefore, the subject portion of right-of-way is unnecessary for municipal use.

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Approve the request to vacate 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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on September 20, 2022.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

ACTION REQUESTED:

Action: Consider MOTION to close Public Hearing 2022-64.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Ordinance
 Vacation Plat
 PZ Minutes
 Staff Report
 Applicant Letter
 Aerial Map



PUBLIC HEARING 2022-64

5:30 P.M.

OCTOBER 17, 2022

**PROPOSED VACATION OF A 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**

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2124 vacating a 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.

Notice of this hearing was published in the Des Moines Register on the 7th day of October, 2022.

Mayor:

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

City Clerk:

None in the clerk's office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-64.

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

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

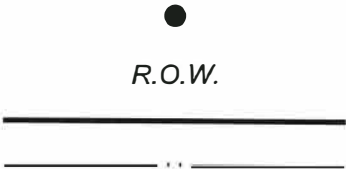
PROPRIETOR

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



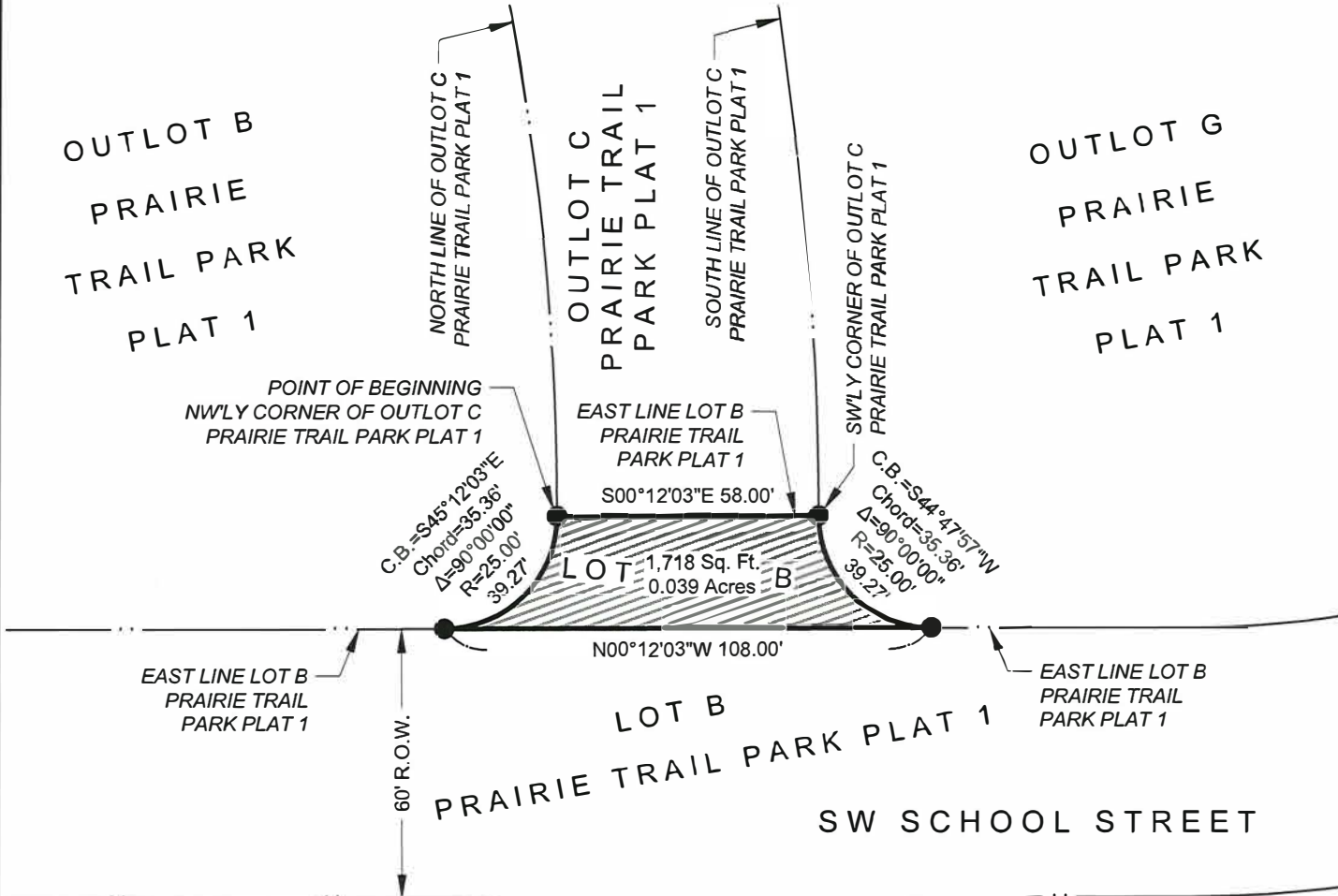
Found monument 5/8" round iron
rebar with red cap #18530
Right - of - way
Subject boundary line
Existing boundary line

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. Schoeppner
Name: Adam D. Schoeppner, 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

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 #9. Request to vacate a portion of City owned right-of-way east of SW School Street at the SW 18th Street intersection, Part of Lot B, Prairie Trail Park Plat 1

L.Hutzell reported that Accurate Development is requesting to vacate a portion of City owned right-of-way located in Part of Lot B, Prairie Trail Park Plat 1, located east of SW School Street at the SW 18th Street intersection. She stated that when the Neighborhood Plan and Final Plat were approved, the entrance to the development was intended to be a public street, known as SW 18th Street, which eventually would have extended east/west throughout the development. Accurate Development has proposed an amendment to the Neighborhood Plan, which no longer depicts the entrance as a public street but as a private drive into the development. She noted that the amendment of the Neighborhood Plan has not been approved, it is still a concept; however, staff is confident in vacating the small portion of right-of-way as the City no longer sees it as necessary for municipal use. Staff is recommending that City Council approve the request to vacate a portion of City owned right-of-way located in Part of Lot B, Prairie Trail Plat 1, east of SW School Street at the SW 18th Street intersection.

There were no questions from the Commission.

Adam Schoeppner, Nilles Associates, Inc., 1250 SW State Street, Suite A, stated that the Neighborhood Plan should be forthcoming shortly as they are working on the last bit of details related to the Traffic Impact Study.

Motion by T.Flack to recommend City Council approval of the request to vacate 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. Second by R.Weisheit. All voted aye. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).



*Plan and Zoning Commission
Staff Report*

Meeting Date: September 20, 2022

Agenda Item: Part of Lot B, Prairie Trail Park Plat 1 – ROW Vacation
Report Date: September 12, 2022
Prepared By: Laura Hutzell, *EJC*
Associate Planner

Staff Recommendation

That the Plan & Zoning Commission recommend City Council approval of the request to vacate 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.

Discussion

The City has received a request to vacate 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. The purpose of the proposed right-of-way vacation is to prepare for an amendment to the existing neighborhood plan, which changes the entrance from a public street to a private drive entrance. The portion of right-of-way to be vacated is a small portion around the east extension of this drive; therefore, the subject portion of right-of-way is unnecessary for municipal use.

Chapter 153 of Ankeny Municipal Code states, *"Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Plan and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission."*

City staff has reviewed the request, and has determined that the vacation is appropriate.



August 30, 2022

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

**RE: Part of Lot B, Prairie Trail Park Plat 1 R.O.W. Vacation
Approval Letter**

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

On behalf of Accurate Development, we are applying for the City of Ankeny to vacate a portion of City owned Right-of-Way located in Prairie Trail Park Plat 1. The area lies east of SW School Street at the SW 18th Street Intersection. The recent neighborhood plan has changed the entrance from a public street to a private drive entrance. The portion of Right-of-Way to be vacated is a small portion around the east extension of this drive.

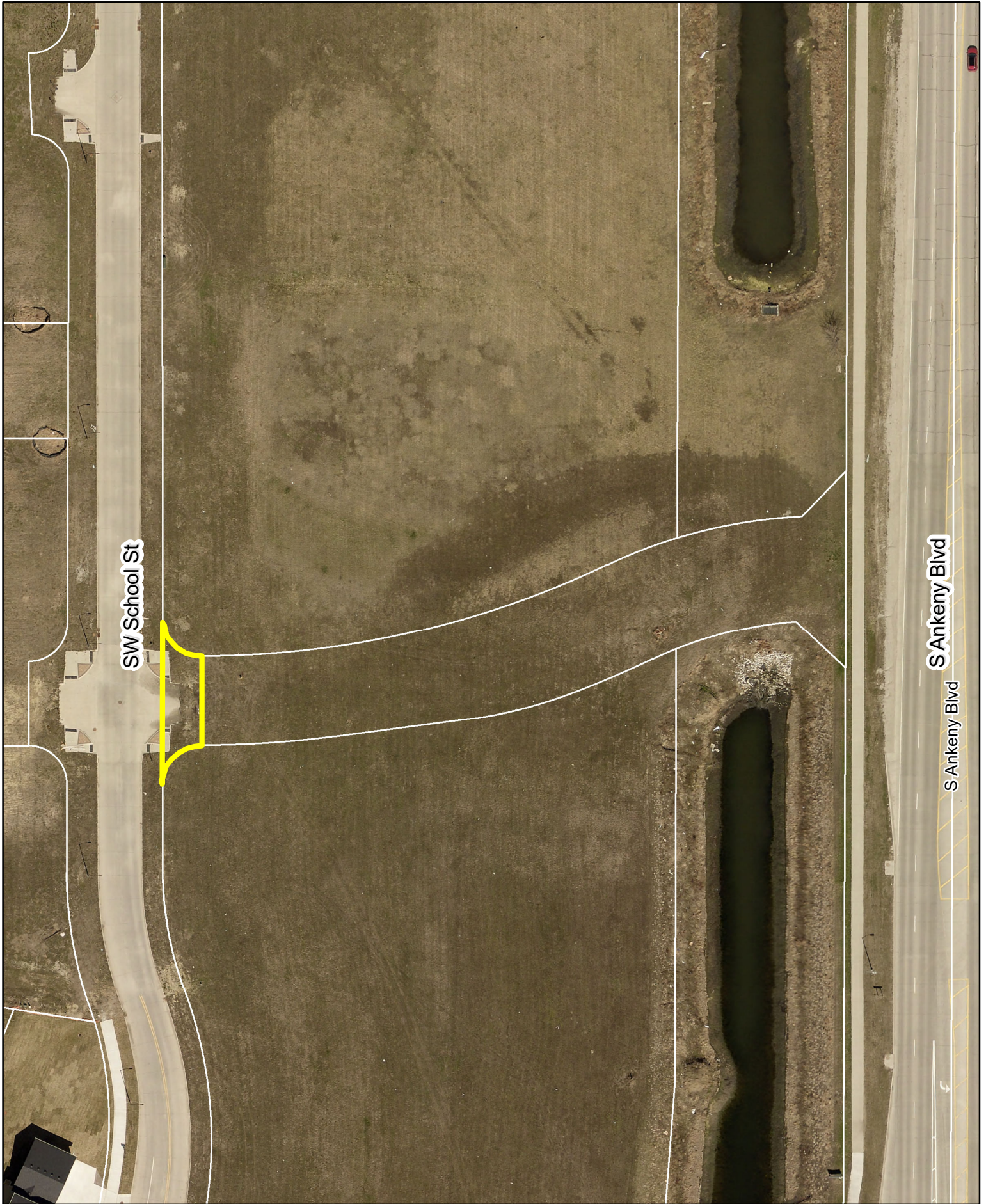
We respectfully request the City's review and approval of this right-of-way vacation and conveyance to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further.

Thank you very much for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tharen J. Helgersen", is positioned below the "Sincerely," text.

Sincerely,
Tharen J. Helgersen, PLS
NILLES ASSOCIATES, INC.



N



1 inch = 80 feet

Date: 9/13/2022

**Part of Lot B, Prairie Trail Park Plat 1
ROW Vacation**



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of October 3, 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:

Click to download

 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, October 3, 2022, 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 Whiting

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

PUBLIC FORUM

1. Melisa Cox, Ankeny Area Chamber of Commerce, spoke about upcoming events.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the October 3, 2022 agenda as presented. Ayes: 5.

PUBLIC HEARING

1. PH 2022-60. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the Rock Creek Greenbelt – Native Vegetation project. Notice of this hearing was published in the Des Moines Register on the 16th day of September, 2022.

Mike Schrock, Assistant City Manager, reported The Rock Creek Greenbelt – Native Vegetation project includes site preparation mowing, herbicide treatment, and dormant native vegetation seeding of 8 acres of public land located in the Rock Creek Greenbelt.

The project includes clearing and grubbing, removal and construction of sidewalk and shared use trail, temporary traffic control, vegetation maintenance, native planting signs, and miscellaneous associated work necessary to complete the project.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Ruddy moved, Whiting seconded, to close public hearing 2022-60. Ayes: 5.

2. PH 2022-61. Mayor Holm announced this is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the HTT Water Transmission Main & Drainage project. Notice of this hearing was published in the Des Moines Register on the 16th day of September, 2022.

Don Clark, Municipal Utilities Director, reported The High Trestle Trail Transmission Main and Drainage Improvements project includes the installation of approximately 9,900 lineal feet of 24-inch diameter transmission main from the Ash Water Tower heading northwest along the High Trestle Trail (HTT) up to NW 18th Street and the west along NW 18th Street to NW Irvinedale Drive.

Mayor Holm then asked for any public comment regarding the proposed project. Wes Farrand, Snyder & Associates, Inc, provided information about the estimate. Council Member Whiting moved, Bentz seconded, to close public hearing 2022-61. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of September 19, 2022, as published.
2. Receive and file minutes of the Ankeny Cultural Arts Board meeting of May 9, 2022.
3. Receive and file minutes of the Human Rights Commission meetings: June 23, 2022 and August 25, 2022.
4. Receive and file minutes of the Library Board of Trustee meeting of August 18, 2022.
5. Receive and file minutes of the Plan and Zoning Commission meeting of September 7, 2022.

Licenses and Permits

6. Issuance of cigarette/tobacco permit(s) in the City of Ankeny.
7. Issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

Finance/Budget

8. Change Order #2 increasing contract by \$4,468.75 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.
9. Change Order #1 increasing contract by \$4,525.00 with Brothers Cleaning Corporation for construction services on the Rock Creek Greenway Trail Improvements project.
10. Order #2 increasing contract by \$7,742.72 with JAS Construction, LLC, for construction services on the SW Des Moines Street Parks Phase 1 project.
11. Payment #7, \$592,991.19 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
12. Payment #1, \$105,668.50 to Brothers Cleaning Corporation for construction services on the Rock Creek Greenway Trail Improvements project.
13. Payment #29, \$15,179.25 to Civil Design Advantage for engineering services on the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.
14. Payment #27, \$57,332.58 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
15. Payment #17, \$37,939.97 to FOX Strand, for engineering services on the Ankeny ASR project.
16. Payment #5, \$293,065.50 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.
17. Payment #13, \$68,305.36 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.
18. Payment #2, \$3,940.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
19. Payment #4, \$36,117.50 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail-SW State Street Underpass, SW Oralabor Road, SW State Street Safety Improvements project.
20. Payment #16, \$30,227.50 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
21. Payment #14, \$8,886.25 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

22. Payment #3, \$6,496.25 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
23. Payment #1, \$94,249.50 to Priority Excavating LLC, for construction services on the N Ankeny Blvd Water Main project.
24. Payment #1, \$37,281.04 to Redbud, LLC, for construction services on the Landscaping Improvements for High Trestle Extension project.
25. Payment #5, \$2,083.91 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
26. Payment #2, \$13,894.08 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
27. Payment #7, \$4,944.50 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development Project.
28. Payment #25, \$2,336.69 to Snyder & Associates, Inc., for engineering services on the SE Delaware Ave and SE 8th St Widening and Traffic Signalization project.
29. Payment #26, \$6,297.63 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
30. Payment #23, \$5,508.88 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.
31. Payment #18, \$1,219.38 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
32. Payment #22, \$21,724.65 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
33. Payment #15, \$2,877.55 to Snyder & Associates, Inc., for engineering services on the 2021 Pavement Management Study and Master Plan project.
34. Payment #20, \$4,863.63 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
35. Payment #14, \$48,325.63 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
36. Payment #33, \$14,160.89 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive – RISE project.
37. Payment #19, \$15,138.00 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
38. October 3, 2022 Accounts Payable by Fund: General 352,418; Hotel Motel Tax 968; Road Use Tax 113,541; Seizure 735; Police/Fire Pension 7,037; Library Foundation 450; Water 123,865; Sewer 40,590; Storm Water 2,932; Golf Course 34,827; Enterprise Project 501,767; Revolving 2,466; Risk Management 82,209; Health Insurance 1,645; Capital Projects 1,160,376; Payroll Totals 2,043,973; Transfers/ACH (194,704); Agenda Payments approved separately (1,531,056); Grand Total \$ 2,744,039.
39. **RESOLUTION 2022-436** authorizing the purchase of traffic signal pole assemblies for installation with the NE Delaware Avenue Widening – NE 5th Street to 700 feet North of NE 18th Street.

Community Development

40. **RESOLUTION 2022-437** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 5, Northview Centre Plat 2; and associated with the development of Lot 5 Northview Centre Plat 2 Site Plan.
41. **RESOLUTION 2022-438** accepting Public Sanitary Sewer Easements, associated with the development of Centennial Estates Plat 2.
42. **RESOLUTION 2022-439** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by DRA Properties, LC, located along

the east side of SE Four Mile Drive and one-half mile south of SE Oralabor Road. (date of hrg: 10/17/22 @ 5:30 p.m.)

43. **RESOLUTION 2022-440** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider a request to vacate 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. (date of hrg: 10/17/22 @ 5:30 p.m.).

Engineering

44. **RESOLUTION 2022-441** adopting a Footing Drain Disconnection and Sump Pump Discharge Connection Program Financial Assistance Grant Policy.
45. **RESOLUTION 2022-442** accepting a purchase agreement and approving documents for the acquisition of permanent sidewalk easement and temporary construction easement for the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Ashbrooke HC5, LLC)
46. **RESOLUTION 2022-443** accepting a purchase agreement and approving documents for the acquisition of 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. (TIC Properties, LLC)
47. **RESOLUTION 2022-444** accepting a purchase agreement and approving documents for the acquisition of street right-of-way 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. (Prairie Trail Property, Inc.).

Administrative Items

48. **RESOLUTION 2022-445** ordering preparation of final plat and schedule of assessments for nuisance abatement within the City of Ankeny, Iowa.
49. Agreement with Operation Underground Railroad (O.U.R.), providing the Ankeny Police Department an electronic storage detection (ESD) K9 and financial support for the operating costs related to the ESD K9.
50. Amend contract with CivicPlus for the City of Ankeny website.

Approval of Consent Agenda Items

1. Council Member Ruddy moved, second by Whiting, to approve the recommendations for Consent Agenda Items CA-1 through CA-50. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2121.** An Ordinance amending the Municipal Code of the City of Ankeny, Iowa, by adding Chapter 103, Footing Drain Disconnection Program. Council Member Whiting moved, Bentz seconded, to accept third consideration of Ordinance 2121, sending it on its final passage and publication as required by law. Ayes: Whiting, Bentz, Perry, Shafer, Ruddy.

NEW BUSINESS

1. Rock Creek Greenbelt - Native Vegetation (PH 2022-60) Council Member Ruddy moved, Bentz seconded, to adopt 1) **RESOLUTION 2022-446** adopting plans, specifications, form of

contract and estimate of cost \$215,400.00; 2) receive and file report of bids received September 27, 2022; 3) adopt **RESOLUTION 2022-447** making award of construction contract with HGS, LLC in the amount of \$96,960.30; and 4) adopt **RESOLUTION 2022-448** approving contract and bonds with HGS, LLC in the amount of \$96,960.30. Ayes: Ruddy, Bentz, Perry, Shafer, Whiting.

2. HTT Water Transmission Main & Drainage Improvements (PH 2022-61) Council Member Bentz moved, Whiting seconded, to adopt 1) **RESOLUTION 2022-449** adopting plans, specifications, form of contract and estimate of cost \$4,654,285.00; 2) receive and file report of bids received September 27, 2022; 3) adopt **RESOLUTION 2022-450** making award of construction contract with Synergy Contracting, LLC in the amount of \$5,778,405.00. Ayes: Bentz, Whiting, Perry, Ruddy, Shafer.
3. \$235,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2022 Council Member Whiting moved, Shafer seconded, to adopt **RESOLUTION 2022-451** approving and authorizing a form of Interim Loan and Disbursement Agreement by and between the City of Ankeny and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$235,000 Water Revenue Capital Loan Notes Anticipation Project Note, Series 2022, of the City of Ankeny, Iowa, under the provisions of the Code of Iowa, and providing for a method of payment of said Note. Ayes: Whiting, Shafer, Bentz, Perry, Ruddy.

ADJOURNMENT

1. Meeting was adjourned at 6:10 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 10/14/22.



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 September 20, 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
 P&Z Minutes 2022-09-20

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the September 20, 2022 agenda without amendments. Second by T.Rapp. All voted aye. Motion carried 7 – 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 7, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. 909 E 1st Street - Dunkin' Go Site Plan

Motion to approve the site plan for 909 E 1st Street, Dunkin' Go; subject to City Council approval of the stormwater management facility maintenance covenant and permanent easement agreement.

Item #3. 350 NE 36th Street - DMOS Temporary MRI Trailer

Motion to approve the site plan for 350 NE 36th Street, DMOS Temporary MRI Trailer; allowing the temporary MRI trailer to remain on site until November 18, 2022.

Referencing Item #2, R.Weisheit commented that the parking seems very limited and raised a concern of patrons parking on the frontage road. T.Rapp said he had a similar concern related to staff utilizing the parking spaces intended for patrons. E.Jensen responded that staff did not have any concerns that the walk-up window would bring much business, as it would be easier for patrons to utilize the drive-up window for service.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item #1 - #3. Second by R.Weisheit. All voted aye. Motion carried 7 – 0.

PUBLIC HEARINGS

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 Hope K. Farms 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 said the surrounding properties to the west are zoned PUD, the properties to south are zoned R-2, One-Family and Two-Family Residence District and the properties to the north and east are not within Ankeny's Corporate Limits. B.Morrissey explained that there are two rezoning areas; 37.99-acres to be zoned R-2 and 53.99-acres to be zoned PUD. He noted that the PUD book provides the bulk regulations for the proposed PUD land area. B.Morrissey presented the conceptual plan for the area along with The Ankeny Plan 2040 Future Land Use Map, which identifies the area as being suitable for low-density residential. He said the applicant has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. Staff will present a complete staff report and answer any questions raised during the public hearing at the next Plan and Zoning Commission meeting.

T.Flack asked if she is correct to assume that based on what is being proposed, the PUD is all R-3, single-family. B.Morrissey responded that the underlying zoning for the PUD area is the R-3 zoning classification.

Jared Murray, Civil Design Advantage, 4121 NW Urbandale Drive, on behalf of Hope K. Farms, LLC said he would answer any questions the Commission may have.

G.Hunter inquired as to where the drainage will come from to fill the pond. Jared Murray stated that it will come from the Moeckly property. G.Hunter asked if it is tile fed. Jared Murray said there likely is tile, but there is a small channel that funnels the drainage down to the southeast corner from the Moeckly farm. He further noted that the existing basin will need to be reshaped.

T.Rapp commented that some of the radius' seem tight and asked what they have for a minimum radius for the centerline. Jared Murray said he believes they are using 100-foot for the centerline. He noted that based on staff input, the low radius curves are meant to replace a knuckle.

T.Flack asked for clarification as to where the single-family is located versus the duplex/multi-family within the conceptual plan. Jared Murray said the duplexes would be south of NW State Street running north/south. E.Carstens stated that Area A is the location of the duplexes and bi-attached. Area B is the PUD, which is restricted to single-family. T.Flack noted that she ultimately wants to make sure that there is a good transition when planning and rezoning this area.

T.Rapp asked if there is a suitable buffer between the new smaller lots and the existing residence at the northeast corner of this property. Jared Murray said they have made the new lots a little deeper in that area and there is some existing tree cover. The current property owners have reviewed the concept plan.

Craig Griffieon, 11655 NE 6th Street, Ankeny said he would like information on where NW State Street will run up through this property and where will the storm water dump out at. He said those are his two questions regarding this rezoning request.

Chair G.Hunter responded to say that at the next Plan and Zoning Commission meeting on October 4, 2022 there will be a complete staff report, which will address the questions raised at the public hearing.

There were no further questions from the Commission.

Motion by T.Rapp to close the public hearing, and receive and file documents. Second by T.Flack. All voted aye. Motion carried 7 – 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. He stated the rezoning request is comprised of three parcels to the east of NW Weigel Drive, north of NW 18th Street, south of NW 36th Street. He said that the properties to the north are zoned R-3, Multiple Family Residence District with restrictions, and the properties to the east, south, and west are zoned R-1, Single Family Residence District. R.Kirschman stated the subject property is identified as medium density residential in The Ankeny 2040 Comprehensive Plan. He further stated that the parcel directly north was rezoned to R-3, Multiple-Family Residence District, accompanied with an amendment to the Future Land Use Map from Low Density Residential to Medium Density Residential. The properties to the west and south are also identified as medium density residential and the property east, is identified as medium and low density residential. R.Kirschman said the developer has submitted the required rezoning petitions and all legal notifications for the rezoning have been met. Staff will present a complete staff report at the next Plan and Zoning Commission meeting.

T.Flack asked what the restrictions are for the surrounding R-3 zoning districts. R.Kirschman said the property just to the north of the High Trestle Trail is limited to single-family residences and the northern portion of the same property is restricted to 10 units per acre. E.Carstens further commented that the R-3 zoning that is west of NW Weigel Drive and north of NW 18th Street is also restricted to 10 units per acre.

Erin Ollendike, Civil Design Advantage, 4121 NW Urbandale Drive, Urbandale on behalf of Hardship Land, LLC said she would take any questions that the Commission may have regarding the request.

T.Flack asked if there are specific plans for the area. Erin Ollendike stated that it has not been decided at this point. She said since it is restricted to 10 units per acre, there is a possibility of townhomes.

T.Rapp asked if access would be limited to NW Weigel Drive. Erin Ollendike stated, yes. T.Flack asked about the paving of NW Weigel Drive, since it is not currently paved. Erin Ollendike commented that they have had discussions with the City and the area would not be developed until the City puts down an overlay on NW Weigel Drive.

There was no one in the audience to speak for or against the request.
There were no further questions from the Commission.

Motion by A.Renaud to close the public hearing, and receive and file documents. Second by T.Ripper. All voted aye. Motion carried 7 – 0.

BUSINESS ITEMS

Item #6. DRA Properties, LC request to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District

B.Morrissey reported that the applicant, DRA Properties, is requesting to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. He said that the proposed rezoning consists of two parcels and is approximately 67.10 acres, generally located east of SE Four Mile Drive and approximately one-half mile south of SE Oralabor Road. The current zoning map showed the properties surrounding this area are zoned either R-1, M-1, Light Industrial District, or U-1, Conservation and Public Utility District. He noted that the area south of the subject property is not within Ankeny's Corporate Limits. B.Morrissey noted that the two parcels were a part of the Ankeny RMJ Annexation that was recently approved. He stated that the applicant is requesting to rezone the R-1 zoning to M-1, Light Industrial District. He presented the Ankeny Plan 2040 Future Land Use Map, which identifies the area as being Airport Business Park uses and Open Space; and said that the M-1 zoning district is compatible within the Airport Business Park land use classification. B.Morrissey stated that the public hearing was held on September 7, 2022 with one question raised by a Commission member on how the potential flood plain on the property would impact the project moving forward. Staff shared that any flood plain concerns will be handled during the platting process. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the request by DRA Properties, LC to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District.

R.Weisheit asked if there are height restrictions due to the proximity of the airport. B.Morrissey responded stating that the FAA requires a submittal of the plat and site plan for their review to make sure height and location falls within the FAA regulations.

Adam Schoeppner, Nilles Associates, Inc., 1250 SW State Street, Suite A, on behalf of DRA Properties, LC commented that he would answer any questions that the Commission may have on the rezoning request.

There were no questions from the Commission.

Motion by T.Flack to recommend City Council approval of the request by DRA Properties, LC to rezone property from R-1, One-Family Residence District to M-1, Light Industrial District. Second by L.West. Motion carried 6 – 0 – 1(Abstain: T.Rapp).

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.

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.

Item #9. Request to vacate a portion of City owned right-of-way east of SW School Street at the SW 18th Street intersection, Part of Lot B, Prairie Trail Park Plat 1

L.Hutzell reported that Accurate Development is requesting to vacate a portion of City owned right-of-way located in Part of Lot B, Prairie Trail Park Plat 1, located east of SW School Street at the SW 18th Street intersection. She stated that when the Neighborhood Plan and Final Plat were approved, the entrance to the development was intended to be a public street, known as SW 18th Street, which eventually would have extended east/west throughout the development. Accurate Development has proposed an amendment to the Neighborhood Plan, which no longer depicts the entrance as a public street but as a private drive into the development. She noted that the amendment of the Neighborhood Plan has not been approved, it is still a concept; however, staff is confident in vacating the small portion of right-of-way as the City no longer sees it as necessary for municipal use. Staff is recommending that City Council approve the request to vacate a portion of City owned right-of-way located in Part of Lot B, Prairie Trail Plat 1, east of SW School Street at the SW 18th Street intersection.

There were no questions from the Commission.

Adam Schoeppner, Nilles Associates, Inc., 1250 SW State Street, Suite A, stated that the Neighborhood Plan should be forthcoming shortly as they are working on the last bit of details related to the Traffic Impact Study.

Motion by T.Flack to recommend City Council approval of the request to vacate 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. Second by R.Weisheit. All voted aye. Motion carried 6 – 0 – 1 (Abstain: T.Rapp).

REPORTS

City Council Meeting

There was no report from the September 19, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the October 4, 2022 Plan and Zoning Commission meeting.

Commissioner's Reports

T.Flack commented that she really struggles with 80/20 annexations as it relates to the current landowners.

MISCELLANEOUS ITEMS

October 3, 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 7:19 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of August 8, 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, August 8, 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. Blasé – present, Tracy – present. Luetje – absent

1. MOTION TO APPROVE THE MINUTES OF 07-11-22.

Blase moved to approve the minutes from July 11, 2022. Tracy seconded the motion. All voted aye and the motion carried

2. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO ACCOUNTANT IN THE FINANCE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify the list of applicants eligible for appointment to Accountant in the finance 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.

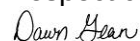
RANK	LAST NAME	FIRST NAME
1	Drabek	Rick
1	Jones	Patrick
1	McCauley	Cheryl
4	Bradour	Brian
4	Demers	Austin
4	Fleming	Jeff
4	Haberichter	Jean
4	Havens	Terri
4	Meissner	Christina
4	Wright	Sarah

11	Kalkwarf	Molly
11	Synarong	Barb
13	Cooper	Mercedes
14	Beaman	Zach
14	Ulrich	Annette
16	Bethards-Welch	Christi
16	Johnston	Sara
18	Livingston	Dawn
18	Young	Lory
20	Rondón Briceño	Ramón

3. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 12:03 p.m.
Next meeting: tentative Monday, September 12, 2022, at 12:00 pm

Respectfully submitted,



Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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. Fleet Farm of Green Bay LLC, d/b/a Fleet Farm, 3875 SE Delaware - Class C Beer Permit (BC) includes Sunday Sales (Renewal) - Effective October 31, 2022.

2. Kum & Go LC, d/b/a Kum & Go #518, 3603 NE Otherview Circle. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective November 8, 2022.

3. Hy-Vee, Inc., d/b/a Hy-Vee Fast and Fresh #1, 414 N. Ankeny Blvd.- Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective November 13, 2022.

4. B&B theatres Operating Company Inc., d/b/a B&B theatres Prairie Trail 12, 31580 SW Market St. - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective November 14, 2022.

5. Lunabeau, LLC, d/b/a Vintage Brewhouse, 1300 NW 36th St. - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective November 18, 2022.

6. Ankeny Wine & Spirits LLC, d/b/a Neighborhood Liquor House, 833 East 1st St., Ste. 102 - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective 11/15/2022

7. Filet Steakhouse LLC, d/b/a Filet Steakhouse, 1802 N Ankeny Blvd. - Class C Liquor License (LC) includes Sunday Sales (NEW) - Tentatively Effective October 18, 2022 PENDING DRAM ENDORSEMENT.

8. Stop and Shop Liquor LLC, d/b/a Stop & Shop Liquor , 409 S Ankeny Blvd - Class E Liquor License (LE) (NEW) - Tentatively Effective October 18, 2022.

9. Benchwarmers Ankeny LLC, d/b/a Benchwarmers, 705 S Ankeny Blvd. - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective October 7, 2022. TIMELY FILED WITH ABD

10. Whiskey River on Vintage Inc., d/b/a Whiskey River, 1380 SW Vintage Pkwy (Elements Furniture Store) - Class C Liquor License (LC) 5 Day License - Event November 4, 2022 PENDING DEPT APPROVALS & DRAM ENDORSEMENT.

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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

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 September 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 – September 2022

To the Honorable Mayor and City Council:

The financial reports for the month of September are submitted herewith. September marks the end of the first quarter, which makes it a logical breaking point for conducting financial review. The financial reports ending in September will provide the basis for the initial budget revisions and future budget projections during the upcoming budget process.

On the revenue side, revenues for the major operating funds are typical for this time of year. Overall, total revenues on the Major Operating Funds – Detail Revenue Summary report are at 17.23% of budget. Seasonal revenues such as the golf course fund (61.17%) and the water fund (32.77%) are higher than the 25% mark or 3/12 of the year. Also, the general fund is experiencing significant increased revenues in the use of money and property category, with the percentage of budgeted revenues at 83.77%. This increase is related to the Federal Reserve raising rates twice in fiscal year 2023, both being a 75-basis point increase. This has caused interest rates in some short-term investments to rise sharply over the past few months.

Other revenues are significantly below the 25% mark, but are still considered normal for this time of year. These revenues include all funds collecting property taxes such as general, tax increment financing, police and fire retirement and debt service. Overall for each of these funds, their total revenues are affected by the timing of the property tax collections. Total revenues for these four funds are 10.89%, 1.89%, 2.68% and 1.92%, respectively. When the City receives the first installment of property taxes in October, these percentages will change dramatically.

On the expenditure side, most funds appear to be normal. Overall, total expenditures on the Major Operating Funds – Budget versus Actual report are at 18%. Most of the various expenditure categories are below or near the 25% mark, except for the hotel/motel tax fund and the golf course fund. The hotel/motel expenditures are greater than 25% due to the timing of paying organizations their share of the tax revenue. The golf course expenditures are greater than 25% due to seasonal fluctuations and will normalize throughout the fiscal year.

Some of those categories well below the 25% mark are the general fund's airport authority activity (0%), tax increment financing fund (0%) and debt service fund (0%). The airport authority activity accounts for the collection and disbursement of property taxes to the Polk County Aviation Authority (PCAA). The tax increment financing fund accounts for developer incentive payments (rebates) and debt service payments. The debt service fund accounts for principal and interest payments on the City's long-term debt, which are due at December 1 and June 1. The actual versus budget totals for these funds should get closer to the "expected" percentage as the fiscal year continues.

As the City prepares to enter its budget process, further analysis will take place to identify trends and significant transactions. The fiscal year 2023 budget will be reviewed thoroughly and revised as part of

the normal budget process. The end of the first quarter of the City's fiscal year is a logical time to start the review process, however budget reviews will continue for several more months as the budget process progresses.

Respectfully submitted,

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

Annette Graeve
Finance Officer

CITY OF ANKENY
CASH AND INVESTMENT RECONCILIATION
ALL FUNDS
September 30, 2022

Cash Basis Fund Balances	<u><u>\$ 144,758,244.61</u></u>
Investments	\$ 137,274,064.64
Checking Account Balance (per bank)	8,247,237.79
Deposits in Transit	177,563.94
Outstanding Checks	(944,071.76)
Cash Drawer/Petty Cash *	<u>3,450.00</u>
Total	<u><u>\$ 144,758,244.61</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
September 30, 2022

<u>Fund</u>	<u>Budget Number</u>	<u>Cash Balance July 1, 2022</u>	<u>Revenues</u>	<u>Transfers In</u>	<u>Expenditures</u>	<u>Transfers Out</u>	<u>Cash Balance September 30, 2022</u>
General:							
General	100	\$ 31,251,979.48	\$ 4,461,006.44	\$ -	\$ 10,976,879.67	\$ 585,805.43	\$ 24,150,300.82
Hotel/Motel Tax	233	385,264.07	-	585,805.43	370,714.14	-	600,355.36
Special Revenue:							
Fire Gift	220	26,892.11	1,840.00	-	-	-	28,732.11
Hawkeye Park Player Fees	240	47,642.84	2,710.00	-	-	-	50,352.84
Police Gift	250	10,035.87	-	-	94.00	-	9,941.87
Road Use Tax	260	9,252,239.27	2,476,303.34	-	1,668,845.57	-	10,059,697.04
Police Seizure	270	81,991.30	10,000.00	-	1,037.66	-	90,953.64
Tax Increment Financing	280	2,163,403.63	193,445.36	-	-	-	2,356,848.99
Police and Fire Retirement	290	1,728,233.79	67,995.00	-	712,855.95	-	1,083,372.84
Landfill Post-Closure	295	88,851.43	-	-	-	-	88,851.43
Friends of the Ankeny Library	430	88,989.47	6,192.41	-	25,945.60	-	69,236.28
Park Dedication	440	532,661.61	10,560.00	-	-	-	543,221.61
Sports Complex Foundation	445	113,869.32	6,295.00	-	-	-	120,164.32
Ankeny Garden Club	446	7,974.39	-	-	-	-	7,974.39
Miracle Park Fund	448	61,799.35	6,560.47	-	-	-	68,359.82
Dog Park Trust Fund	449	608.91	-	-	-	-	608.91
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	288,595.28	-	-	-	2,124,121.07
Enterprise:							
Solid Waste	500	151,467.58	328,735.23	-	263,613.45	-	216,589.36
Utility Deposits	505	384,519.27	62,164.26	-	66,500.00	-	380,183.53
Water Operations	510	13,689,957.56	6,332,736.10	-	3,130,488.68	388,497.93	16,503,707.05
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,397,520.98	-	388,497.93	-	-	1,786,018.91
Sewer Operations	550	12,719,358.74	4,548,437.79	-	2,483,431.20	-	14,784,365.33
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	1,816,973.12	875,884.20	-	297,561.39	-	2,395,295.93
Golf Course	590	1,276,186.59	1,101,004.83	-	727,431.56	-	1,649,759.86
Capital Project:							
Utility Fund Capital Projects	6**	16,386,453.01	684,450.74	144,821.65	3,662,962.25	144,821.65	13,407,941.50
Special Assessments	8**	-	255,439.71	-	-	-	255,439.71
Capital Projects	8** & 9**	46,145,091.04	335,383.45	2,765,740.16	13,001,603.56	2,765,740.16	33,478,870.93
Total Budgeted		<u>\$ 149,746,442.10</u>	<u>\$ 22,082,818.51</u>	<u>\$ 3,884,865.17</u>	<u>\$ 37,389,964.68</u>	<u>\$ 3,884,865.17</u>	<u>\$ 134,439,295.93</u>
Internal Service:							
Revolving	710	562,248.98	342,550.79	-	330,029.70	-	574,770.07
Risk Management	720	1,188,947.62	140,414.65	-	899,337.19	-	430,025.08
Health Insurance	730	6,489,229.42	1,445,159.81	-	1,336,488.61	-	6,597,900.62
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		<u>\$ 10,954,278.93</u>	<u>\$ 1,930,525.25</u>	<u>\$ -</u>	<u>\$ 2,565,855.50</u>	<u>\$ -</u>	<u>\$ 10,318,948.68</u>
Total ⁽¹⁾		<u><u>\$ 160,700,721.03</u></u>	<u><u>\$ 24,013,343.76</u></u>	<u><u>\$ 3,884,865.17</u></u>	<u><u>\$ 39,955,820.18</u></u>	<u><u>\$ 3,884,865.17</u></u>	<u><u>\$ 144,758,244.61</u></u>

⁽¹⁾ Includes interfund transactions.

City of Ankeny
Utility Capital Projects Cash Balance Summary
September 30, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance September 30, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,389,223.52	\$ -	\$ -	\$ 211,314.40	\$ -	\$ 1,177,909.12
Elevated Water Storage Facility	611	-	-	-	101,640.00	-	(101,640.00)
SE Four Mile Water Main Extension	613	145,000.00	-	-	-	-	145,000.00
North Ankeny Blvd Water Main	614	152,520.25	-	-	2,542.07	-	149,978.18
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)	-	-	33,458.97	-	(154,568.76)
Aquifer Storage Replacement #1	632	5,528,987.26	-	-	2,193,608.68	-	3,335,378.58
S Ankeny Blvd Transmission Main	633	-	-	-	107,390.36	-	(107,390.36)
NW 36th & NW Weigel Water Main	634	(435,931.93)	576,260.38	-	44,518.45	-	95,810.00
Sanitary Sewer Replacement	650	2,296,332.22	-	-	212,479.90	-	2,083,852.32
SW Irvinedale Sewer	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	-	-	202,310.85	-	802,192.61
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Hidden Creek Sewer Phase 1	660	148,274.08	-	-	19,132.80	-	129,141.28
Deer Creek Trunk Sewer	661	519,502.47	-	-	-	-	519,502.47
Storm Sewer Replacement	680	756,077.92	-	-	236,620.79	-	519,457.13
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	-	-	33,458.94	-	275,551.29
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	-	-	67,419.75	-	(49,197.13)
SE 3rd Street Storm Sewer Improvements	695	1,420,327.91	-	-	229,035.95	-	1,191,291.96
Tributary to Four Mile Creek Stabilization	696	31,503.58	-	10,220.11	48,146.45	-	(6,422.76)
Total Utility Fund Capital Projects		<u>\$ 16,386,453.01</u>	<u>\$ 684,450.74</u>	<u>\$ 144,821.65</u>	<u>\$ 3,662,962.25</u>	<u>\$ 144,821.65</u>	<u>\$ 13,407,941.50</u>

City of Ankeny
Capital Projects Cash Balance Summary
September 30, 2022

Fund	Budget Number	Cash Balance July 1, 2022	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance September 30, 2022
Capital Project Funds:							
NE 36th Reconstruction-I-35 to Four Mile	896	\$ 4,841,990.15	\$ -	\$ -	\$ 1,244,401.79	\$ -	3,597,588.36
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	76,328.22	-	33,089.27	-	2,288,104.39
Fire Station No. 4	901	150,000.00	-	-	-	-	150,000.00
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	-	-	12,982.92	-	353,959.61
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)	-	-	3,265.38	-	(19,542.27)
Park Maintenance Facility Renovation	914	(212,979.77)	-	268,738.82	-	-	55,759.05
Pavement Preservation Program	915	378,502.36	-	-	232,049.19	-	146,453.17
Annual Street Replacement Program	916	1,714,065.54	-	-	1,173,034.67	-	541,030.87
Elementary Schools Walkability Imprvmts	917	111,886.00	-	-	53,391.00	-	58,495.00
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	-	-	-	-	75,000.00
Cherry Glen Ballfield	933	484,861.21	-	-	23,443.41	-	461,417.80
Ankeny Public Services Library Remodel	934	(33,738.79)	-	33,738.79	-	-	-
NW 36th & NW State Interim Improvements	935	697,972.28	-	-	636,435.47	-	61,536.81
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	-	888,487.96	-	(1,544,705.15)
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	-	-	93,064.47	-	28,102.98
NE Four Mile Drive RCB Culvert	955	569,212.77	-	-	290,601.66	-	278,611.11
Rock Creek Trail & Native Plantings	957	180,000.00	-	-	22,084.29	-	157,915.71
NW 18th St Extension-Weigel to Spruce	959	2,154,212.44	-	-	1,110,468.59	-	1,043,743.85
SE Creekview Paving/Drainage	962	252,734.71	(252,734.71)	-	-	-	-
Street Patching Program	963	1,475,603.39	-	-	1,133,845.13	-	341,758.26
Traffic Signalization	965	1,660,935.53	-	-	196,543.16	-	1,464,392.37
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	-	-	21,413.00	-	53,587.00
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	-	-	1,312,841.31	-	728,748.42
Park Development	973	462,806.61	1,600.00	-	133,141.32	-	331,265.29
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	-	-	363,396.45	-	205,516.02
S Ankeny & Magazine Safety	982	(423,196.66)	349,000.00	-	6,865.01	-	(81,061.67)
SE Crosswinds/SE 77th Improvements	983	(584,384.28)	29,851.69	-	1,454,727.28	-	(2,009,259.87)
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	-	-	35,310.43	-	67,895.19
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	-	-	1,564,784.22	-	2,537,907.27
SE Delaware Widening	993	982,548.91	-	-	8,340.00	-	974,208.91
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	-	-	32,933.73	-	243,860.40
Total Non Utility Fund Capital Projects		\$ 46,145,091.04	\$ 335,383.45	\$ 2,765,740.16	\$ 13,001,603.56	\$ 2,765,740.16	\$ 33,478,870.93

City of Ankeny
Revenue Summary by Fund
September 30, 2022

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of September 30, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 38,335,982.81	\$ 40,677,426.76	\$ 40,956,624.00	\$ 4,461,006.44	\$ (36,495,617.56)	10.89%
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	1,840.00	(15,160.00)	10.82%
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	-	(1,000.00)	0.00%
Road Use Tax	260	8,209,309.76	9,074,922.97	8,602,706.00	2,476,303.34	(6,126,402.66)	28.79%
Police Seizure	270	2,328.21	12,434.91	6,100.00	10,000.00	3,900.00	163.93%
Tax Increment Financing	280	8,780,810.18	9,148,707.02	10,226,657.00	193,445.36	(10,033,211.64)	1.89%
Police and Fire Retirement	290	2,252,963.40	2,393,282.25	2,536,511.00	67,995.00	(2,468,516.00)	2.68%
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	6,192.41	(23,907.59)	20.57%
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	6,295.00	(3,805.00)	62.33%
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	6,560.47	1,560.47	131.21%
Dog Park Trust Fund	449	14.18	333.93	-	-	-	
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	288,595.28	(14,725,426.72)	1.92%
Enterprise:							
Solid Waste	500	1,033,264.93	1,183,182.09	1,352,100.00	328,735.23	(1,023,364.77)	24.31%
Utility Deposits	505	190,560.45	201,802.31	250,000.00	62,164.26	(187,835.74)	24.87%
Water Operations	510	17,689,723.18	18,128,905.67	19,262,238.00	6,332,736.10	(12,929,501.90)	32.88%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	18,881,394.17	17,758,873.85	16,865,436.00	4,548,437.79	(12,316,998.21)	26.97%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,225,761.70	3,413,386.00	3,468,869.00	875,884.20	(2,592,984.80)	25.25%
Golf Course	590	1,808,498.72	2,224,378.94	1,800,000.00	1,101,004.83	(698,995.17)	61.17%
Capital Project:							
Utility Fund Capital Projects	6**	3,066,056.00	6,578,382.26	13,868,885.00	684,450.74	(13,184,434.26)	4.94%
Special Assessments	8**	30,128.00	-	-	255,439.71	255,439.71	
Capital Projects	9**	18,139,504.75	25,146,661.48	14,789,858.00	335,383.45	(14,454,474.55)	2.27%
Total Budgeted Revenues		\$ 156,708,454.45	\$ 165,619,688.54	\$ 149,075,786.00	\$ 22,082,818.51	\$ (126,992,967.49)	14.81%
Internal Service:							
Revolving	710	\$ 1,052,222.98	\$ 1,343,470.86	\$ 1,460,196.00	\$ 342,550.79	\$ (1,117,645.21)	23.46%
Risk Management	720	1,850,530.80	1,280,848.03	1,244,000.00	140,414.65	(1,103,585.35)	11.29%
Health Insurance	730	4,695,875.26	4,805,782.88	4,975,000.00	1,445,159.81	(3,529,840.19)	29.05%
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	\$ 1,930,525.25	\$ (5,962,965.75)	24.46%
Total All Revenues ⁽¹⁾		\$ 164,487,637.87	\$ 173,200,641.46	\$ 156,969,277.00	\$ 24,013,343.76	\$ (132,955,933.24)	15.30%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ September is 25% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
September 30, 2022

Fund	Budget Number	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of September 30, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 31,625,929.69	\$ 35,445,204.86	\$ 41,972,911.00	\$ 10,976,879.67	\$ (30,996,031.33)	26.15%
Hotel/Motel Tax	233	488,398.77	1,092,757.61	935,461.00	370,714.14	(564,746.86)	39.63%
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	94.00	(906.00)	9.40%
Road Use Tax	260	6,185,703.15	6,309,244.00	7,494,861.00	1,668,845.57	(5,826,015.43)	22.27%
Police Seizure	270	423.75	9,710.60	11,375.00	1,037.66	(10,337.34)	9.12%
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	712,855.95	(1,916,140.05)	27.12%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	35,631.42	41,770.78	30,000.00	25,945.60	(4,054.40)	86.49%
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	263,613.45	(1,069,898.55)	19.77%
Utility Deposits	505	171,585.00	155,535.00	172,000.00	66,500.00	(105,500.00)	38.66%
Water Operations	510	10,867,811.78	13,866,790.86	13,338,383.00	3,130,488.68	(10,207,894.32)	23.47%
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	2,483,431.20	(11,459,558.80)	17.81%
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	297,561.39	(787,315.61)	27.43%
Golf Course	590	1,491,559.00	1,755,171.77	2,103,226.00	727,431.56	(1,375,794.44)	34.59%
Capital Project:							
Utility Fund Capital Projects	6**	4,070,502.57	7,997,584.72	19,161,984.00	3,662,962.25	(15,499,021.75)	19.12%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	27,987,534.84	23,595,037.43	25,152,561.00	13,001,603.56	(12,150,957.44)	51.69%
Total Budgeted Expenditures		\$ 147,800,876.47	\$ 153,599,389.99	\$ 157,972,421.00	\$ 37,389,964.68	\$ (120,582,456.32)	23.67%
Internal Service:							
Revolving	710	\$ 1,004,042.19	\$ 1,364,108.72	\$ 1,460,196.00	\$ 330,029.70	\$ (1,130,166.30)	22.60%
Risk Management	720	1,754,405.96	1,250,301.56	1,244,000.00	899,337.19	(344,662.81)	72.29%
Health Insurance	730	3,879,564.17	4,771,845.17	5,344,000.00	1,336,488.61	(4,007,511.39)	25.01%
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	\$ 2,565,855.50	\$ (6,747,340.50)	27.55%
Total All Expenditures ⁽¹⁾		\$ 154,486,763.79	\$ 161,034,007.44	\$ 167,285,617.00	\$ 39,955,820.18	\$ (127,329,796.82)	23.88%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ September is 25% of the fiscal year.

City of Ankeny
Major Operating Funds
Detailed Revenue Summary
September 30, 2022

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of September 30, 2022	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 23,406,273	\$ 25,054,492	\$ 27,345,096	\$ 536,888	\$ (26,808,208)	1.96%
Ag Land Tax	13,090	12,960	13,000	965	(12,035)	7.42%
Airport Authority Levy	580,365	621,186	651,931	12,833	(639,098)	1.97%
Subtotal	\$ 23,999,728	\$ 25,688,638	\$ 28,010,027	\$ 550,685	\$ (27,459,342)	1.97%
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	1,322	(13,978)	8.64%
Utility Replacement Tax	162,311	188,001	204,479	-	(204,479)	0.00%
Utility Franchise Tax	1,359,440	1,600,494	1,337,000	392,329	(944,671)	29.34%
Cable TV Franchise Tax	256,414	250,135	256,000	59,084	(196,916)	23.08%
Subtotal	\$ 2,628,441	\$ 3,581,827	\$ 3,182,779	\$ 1,038,541	\$ (2,144,238)	32.63%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 12,711	\$ 119,059	\$ 61,000	\$ 23,822	\$ (37,178)	39.05%
Cigarette Permits	4,500	6,050	5,000	675	(4,325)	13.50%
Solicitor Licenses	7,345	8,870	7,000	1,595	(5,405)	22.79%
Miscellaneous Business Licenses	9,795	9,050	7,000	1,055	(5,945)	15.07%
Garbage Licenses	1,200	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	44,039	41,450	29,000	4,197	(24,803)	14.47%
Fire Permits	8,885	5,113	4,000	650	(3,350)	16.25%
Code Enforcement Licenses & Permits:						
Alarm Permits	14,525	12,410	14,000	3,950	(10,050)	28.21%
Building Permits	2,333,174	2,069,033	1,665,000	536,647	(1,128,353)	32.23%
Electrical Permits	192,981	173,295	141,000	43,470	(97,530)	30.83%
Heating Permits	128,679	122,470	95,000	33,423	(61,578)	35.18%
Plumbing Permits	149,211	128,084	120,000	40,921	(79,079)	34.10%
Driveway Permits	22,985	16,680	15,000	3,355	(11,645)	22.37%
Sidewalk Permits	23,685	16,005	14,000	3,455	(10,545)	24.68%
Moving/Demolition Permits	450	325	200	50	(150)	25.00%
Fence & Oversize Permits	115,325	87,087	69,000	19,771	(49,229)	28.65%
Subtotal	\$ 3,069,489	\$ 2,816,381	\$ 2,247,600	\$ 717,035	\$ (1,530,565)	31.90%
Use of Money and Property:						
Interest	\$ 367,184	\$ 214,311	\$ 125,000	\$ 211,944	\$ 86,944	169.56%
Commissions	414	19,015	6,800	249	(6,551)	3.67%
Advertising	1,550	-	-	-	-	
Leases	46,525	43,632	44,039	1,500	(42,539)	3.41%
Community Centers Rental	39,777	81,268	67,000	24,456	(42,545)	36.50%
Park Shelter Rentals	18,985	24,861	18,000	7,143	(10,858)	39.68%
Sports Complex Rentals	96,612	123,567	77,000	47,598	(29,402)	61.82%
Aquatic Center Rentals	28,136	34,357	30,000	585	(29,415)	1.95%
Miscellaneous Rentals	3,628	27,584	8,000	21,373	13,373	267.16%
Subtotal	\$ 602,810	\$ 568,595	\$ 375,839	\$ 314,847	\$ (60,992)	83.77%
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	46,321	(110,323)	29.57%
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	-	(531,615)	0.00%
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	17,211	(22,789)	43.03%
Subtotal	\$ 3,175,259	\$ 1,586,676	\$ 1,356,712	\$ 170,154	\$ (1,186,558)	12.54%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,325	\$ 8,643	\$ 9,000	\$ 2,180	\$ (6,820)	24.22%
Fire/Ambulance Reports	205	140	200	-	(200)	0.00%
False Alarm Fees	4,455	1,975	4,000	1,450	(2,550)	36.25%
Ambulance Charges	2,331,846	2,750,308	2,782,937	660,833	(2,122,104)	23.75%
Fingerprinting	5,013	14,175	15,000	3,751	(11,249)	25.01%
Towing Surcharge	2,290	1,920	2,000	590	(1,410)	29.50%
Plan Review Fees	17,075	40,435	15,000	11,600	(3,400)	77.33%
Parks and Recreation:						
Admissions	248,738	590,141	460,000	349,647	(110,353)	76.01%
Season Passes	383,366	476,049	438,000	12,456	(425,545)	2.84%
Special Population	3,867	1,851	-	-	-	
Special Programs	62,776	154,535	142,000	19,880	(122,120)	14.00%
Rec Programs - Tax Exempt	298,889	515,901	401,000	144,569	(256,431)	36.05%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of September 30, 2022	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	98,960	125,497	110,000	8,757	(101,243)	7.96%
Dog Park Passes	39,026	33,604	37,000	3,915	(33,085)	10.58%
Housing and Subdivision:						
Housing Code	54,505	101,200	70,000	31,083	(38,917)	44.40%
Plan Review Fees	396,464	508,062	285,000	105,321	(179,679)	36.95%
Site Plan Review	12,030	18,300	13,000	2,880	(10,120)	22.15%
Zoning	7,990	6,380	4,000	2,295	(1,705)	57.38%
Subdivision Filing Fees	14,220	14,640	11,000	1,380	(9,620)	12.55%
Board of Adjustment Fees	4,920	3,120	2,000	480	(1,520)	24.00%
Architect Review Board Fees	4,910	6,305	4,000	1,550	(2,450)	38.75%
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	780	(6,220)	11.14%
Copy Charges	4,712	8,890	8,000	2,019	(5,981)	25.23%
Miscellaneous Service Charges	13,645	11,700	9,000	2,700	(6,300)	30.00%
Subtotal	\$ 4,285,775	\$ 5,737,685	\$ 5,195,081	\$ 1,453,604	\$ (3,741,477)	27.98%
Other Revenues:						
Map Sales	\$ 25	\$ 30	\$ -	\$ -	\$ -	
Sales/Salvages	6,470	1,897	400	2,928	2,528	732.01%
Concessions	140,472	288,637	219,000	149,785	(69,215)	68.40%
Contributions-Private Sources	-	-	-	6,100	6,100	
Program Sponsorships	13,750	25,172	16,000	3,307	(12,693)	20.67%
Refunds/Rebates	3,851	14,592	-	828	828	
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	20,466	(35,534)	36.55%
Library Fines	19,374	20,924	20,000	4,972	(15,028)	24.86%
Miscellaneous Library Revenues	7,808	7,846	6,000	1,337	(4,663)	22.28%
Miscellaneous Revenues	110,363	20,529	4,000	7,272	3,272	181.81%
Overages/Shortages	971	2,045	-	485	485	
Subtotal	\$ 574,481	\$ 697,625	\$ 588,586	\$ 216,141	\$ (372,445)	36.72%
Fund Total	\$ 38,335,983	\$ 40,677,427	\$ 40,956,624	\$ 4,461,006	\$ (36,495,618)	10.89%
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	\$ 2,475,836	\$ (6,111,870)	28.83%
Interest	34,286	12,651	10,000	-	(10,000)	0.00%
Grants	-	4,735	-	-	-	
Salvage Sales	3,765	4,006	-	467	467	
Refunds	-	600	-	-	-	
Signage Reimbursement	-	-	5,000	-	(5,000)	0.00%
Fund Total	\$ 8,209,310	\$ 9,074,923	\$ 8,602,706	\$ 2,476,303	\$ (6,126,403)	28.79%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,126,830	\$ 8,365,424	\$ 9,149,927	\$ 183,760	\$ (8,966,167)	2.01%
TIF District Urban Renewal II	259,026	364,061	501,359	9,685	(491,674)	1.93%
TIF District Urban Renewal III	376,097	389,846	570,371	-	(570,371)	0.00%
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	\$ 193,445	\$ (10,033,212)	1.89%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,128,826	\$ 2,277,681	\$ 2,444,185	\$ 48,041	\$ (2,396,144)	1.97%
Non-property Taxes:						
Mobile Home Tax	1,420	1,422	1,000	116	(884)	11.58%
Utility Replacement Tax	14,399	16,678	17,851	-	(17,851)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	56,814	58,911	46,411	-	(46,411)	0.00%
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	\$ 67,995	\$ (2,468,516)	2.68%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 13,540,664	\$ 14,253,678	\$ 14,625,463	\$ 287,947	\$ (14,337,516)	1.97%
Non-property Taxes:						
Mobile Home Tax	8,385	8,275	8,000	648	(7,352)	8.10%
Utility Replacement Tax	85,082	97,033	98,994	-	(98,994)	0.00%

	2020-21 Actual	2021-22 Actual	2022-23 Budget	As of September 30, 2022	Over (under) Budget	Percent ⁽¹⁾
Intergovernmental Revenue:						
Commercial & Industrial Replacement	335,718	342,757	277,565	-	(277,565)	0.00%
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	\$ 288,595	\$ (14,725,427)	1.92%
Solid Waste Fund:						
Recycling Fees	\$ 1,013,951	\$ 1,163,983	1,334,000	323,743	(1,010,257)	24.27%
Service Charges	18,479	19,030	18,000	4,992	(13,008)	27.73%
Interest	835	168	100	-	(100)	0.00%
Fund Total	\$ 1,033,265	\$ 1,183,182	\$ 1,352,100	\$ 328,735	\$ (1,023,365)	24.31%
Water Fund:						
Refunds	\$ 7,452	\$ 11,791	11,000	4,704	\$ (6,296)	42.77%
Sales Tax	501	(151)	-	30	30	
Excise Tax	854,186	904,784	1,032,000	325,114	(706,886)	31.50%
Cell Tower Lease	104,105	83,008	80,818	16,790	(64,028)	20.77%
Outside Billing	25,040	20,263	22,000	3,145	(18,855)	14.30%
Water Sales	12,019,100	12,712,319	13,708,086	4,872,623	(8,835,463)	35.55%
Hook Up Fees	708,238	329,793	200,000	35,925	(164,075)	17.96%
Meter Sales	568,996	477,374	625,000	126,787	(498,213)	20.29%
Temporary Water Sales	118,620	85,620	93,000	21,220	(71,780)	22.82%
Water Availability	3,131,602	3,344,757	3,389,334	881,683	(2,507,651)	26.01%
Service Charges	118,893	136,937	97,000	40,038	(56,962)	41.28%
Unapplied Credits	9,362	14,782	-	3,980	3,980	
Deposits	190,560	201,802	250,000	62,164	(187,836)	24.87%
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	\$ 6,394,900	\$ (13,117,338)	32.77%
Sewer Fund:						
Sales Tax	\$ 267,234	\$ 243,856	\$ 236,000	\$ 72,110	\$ (163,890)	30.56%
Refunds	1,704	-	-	-	-	
Miscellaneous Service Charge	71,340	63,344	70,000	15,616	(54,384)	22.31%
Sewer Disposal Fee	1,435	-	-	-	-	
Sewer Rental	10,842,210	9,943,470	10,083,985	2,800,405	(7,283,580)	27.77%
Hook Up Fees	1,163,433	1,110,017	400,000	63,840	(336,160)	15.96%
Sewer Availability	6,527,031	6,385,182	6,071,451	1,594,466	(4,476,985)	26.26%
Interest	7,008	13,006	4,000	2,000	(2,000)	50.00%
Fund Total	\$ 18,881,394	\$ 17,758,874	\$ 16,865,436	\$ 4,548,438	\$ (12,316,998)	26.97%
Storm Water Fund						
Permits	\$ 131,131	\$ 101,620	\$ 101,000	\$ 21,280	\$ (79,720)	21.07%
Interest	7,493	3,373	2,000	-	(2,000)	0.00%
Sales Tax	56,134	61,672	69,000	16,050	(52,950)	23.26%
Service Charges	3,031,004	3,245,895	3,296,869	838,554	(2,458,315)	25.43%
Miscellaneous	-	826	-	-	-	
Fund Total	\$ 3,225,762	\$ 3,413,386	\$ 3,468,869	\$ 875,884	\$ (2,592,985)	25.25%
Golf Course Fund:						
Refunds	\$ 1,748	\$ 1,980	\$ 1,000	\$ -	\$ (1,000)	0.00%
Rebates	128	-	-	-	-	
Commissions	-	2,123	1,000	99	(902)	9.85%
Miscellaneous Service Charges	9,419	21,486	24,000	13,014	(10,986)	54.22%
Gift Certificates	5,161	9,425	-	(4,313)	(4,313)	
Driving Range	198,423	183,347	149,000	90,094	(58,906)	60.47%
Rec Program Fees	22,296	25,074	22,000	(213)	(22,213)	-0.97%
Overages (Shortages)	(394)	(37)	-	(620)	(620)	
Food and Beverage Sales	134,467	242,698	194,000	129,970	(64,030)	67.00%
Clubhouse and Banquet Rental	25,162	30,610	34,000	9,004	(24,996)	26.48%
Alcoholic Beverage Sales	204,177	286,436	203,000	166,531	(36,469)	82.03%
Season Passes	97,094	114,336	80,000	924	(79,076)	1.15%
Greens Fees	567,382	662,097	531,000	351,939	(179,061)	66.28%
Merchandise Sales	103,715	115,259	112,000	60,566	(51,435)	54.08%
Cart Rental	341,504	398,453	329,000	212,765	(116,235)	64.67%
Equipment Rental	1,258	2,877	3,000	1,634	(1,367)	54.45%
Salvage Sales	91	-	-	-	-	
Sales Tax	36,320	42,081	32,000	18,775	(13,225)	58.67%
Miscellaneous Revenue	58,305	84,767	83,000	50,839	(32,161)	61.25%
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	\$ 1,101,005	\$ (698,995)	61.17%
Total - Major Operating Funds	\$ 131,367,670	\$ 133,572,517	\$ 120,335,663	\$ 20,736,308	\$ (99,599,355)	17.23%

⁽¹⁾ September is 25% of the fiscal year.

City of Ankeny
Major Operating Funds
Budget versus Actual
September 30, 2022

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	\$ 2,000	\$ 15,690	\$ 13,690	784%	\$ 1,772,643	\$ 467,800	\$ (1,304,843)	26%
Police Operations	1112	250,393	121,245	(129,148)	48%	7,363,552	1,942,741	(5,420,811)	26%
Police Support Services	1114	43,000	14,280	(28,720)	33%	2,576,960	718,252	(1,858,708)	28%
Crossing Guards	1119	-	-	-	N/A	101,681	-	(101,681)	0%
Emergency Preparedness	1140	-	-	-	N/A	62,641	20,369	(42,272)	33%
Fire Support	1141	419,200	12,490	(406,710)	3%	1,247,472	272,145	(975,327)	22%
Fire Suppression	1142	1,000	-	(1,000)	0%	3,417,680	801,600	(2,616,080)	23%
Emergency Medical Services	1144	2,783,937	660,833	(2,123,104)	24%	5,766,669	1,652,898	(4,113,771)	29%
Code Enforcement	1460	2,417,200	801,698	(1,615,502)	33%	2,046,847	517,746	(1,529,101)	25%
Animal Control	2224	7,000	780	(6,220)	11%	22,000	7,500	(14,500)	34%
Subtotal		\$ 5,923,730	\$ 1,627,015	\$ (4,296,715)	27%	\$ 24,378,145	\$ 6,401,051	\$ (17,977,094)	26%
Culture & Recreation:									
Library	2331	\$ 231,404	\$ 74,514	\$ (156,891)	32%	\$ 2,648,283	\$ 695,560	\$ (1,952,723)	26%
Park Administration	2440	60,000	11,058	(48,942)	18%	334,963	113,218	(221,745)	34%
Park Maintenance	2441	-	9	9	N/A	1,781,914	450,191	(1,331,723)	25%
Recreation Programs	2442	498,000	149,883	(348,117)	30%	886,897	268,409	(618,488)	30%
Community Centers	2443	145,000	49,326	(95,675)	34%	502,732	117,400	(385,332)	23%
Aquatic Centers	2444	1,189,000	499,532	(689,469)	42%	1,555,605	672,666	(882,939)	43%
Prairie Ridge Sports Complex	2445	354,920	43,788	(311,133)	12%	1,122,732	364,173	(758,559)	32%
Hawkeye Concessions	2446	62,500	30,550	(31,950)	49%	82,866	16,727	(66,139)	20%
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%
Subtotal		\$ 2,540,824	\$ 858,657	\$ (1,682,167)	34%	\$ 8,916,592	\$ 2,698,345	\$ (6,218,247)	30%
Public Works:									
Airport Authority	3548	\$ 669,371	\$ 12,864	\$ (656,507)	2%	\$ 669,455	\$ -	\$ (669,455)	0%
Subtotal		\$ 669,371	\$ 12,864	\$ (656,507)	2%	\$ 669,455	\$ -	\$ (669,455)	0%
Community & Economic Development:									
Development Engineering	3545	\$ 58,000	\$ 30,846	\$ (27,154)	53%	\$ 1,021,654	\$ 268,011	\$ (753,643)	26%
Housing Authority	3648	-	-	-	N/A	33,454	-	(33,454)	0%
Economic Development	4886	-	-	-	N/A	375,642	99,193	(276,449)	26%
Community Development	4887	36,000	8,945	(27,055)	25%	1,242,140	305,001	(937,139)	25%
Subtotal		\$ 94,000	\$ 39,791	\$ (54,209)	42%	\$ 2,672,890	\$ 672,205	\$ (2,000,685)	25%
General Government:									
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 497,909	\$ 114,208	\$ (383,701)	23%
Mayor and City Council	4881	-	-	-	N/A	557,071	135,988	(421,083)	24%
Human Resources	4882	-	-	-	N/A	491,425	116,185	(375,240)	24%
City Manager	4883	-	91	91	N/A	1,157,618	254,230	(903,388)	22%
City Clerk	4884	110,400	31,343	(79,057)	28%	508,533	119,050	(389,483)	23%
Finance	4885	31,252,355	1,803,904	(29,448,451)	6%	570,659	119,999	(450,660)	21%
Information Technology	4889	365,944	87,342	(278,602)	24%	1,463,777	333,952	(1,129,825)	23%
City Hall Building	4891	-	-	-	N/A	88,837	11,665	(77,172)	13%
Subtotal		\$ 31,728,699	\$ 1,922,680	\$ (29,806,019)	6%	\$ 5,335,829	\$ 1,205,278	\$ (4,130,551)	23%
Total General Fund		\$ 40,956,624	\$ 4,461,007	\$ (36,495,617)	11%	\$ 41,972,911	\$ 10,976,880	\$ (30,996,031)	26%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	\$ 500	\$ -	\$ (500)	0%	\$ 935,461	\$ 370,714	\$ (564,747)	40%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 704,000	\$ 156,367	\$ (547,633)	22%
Roadway Administration	3261	8,602,706	2,476,303	(6,126,403)	29%	1,874,802	472,345	(1,402,457)	25%
Roadway Maintenance	3262	-	-	-	N/A	2,537,425	692,134	(1,845,291)	27%
Snow and Ice Control	3263	-	-	-	N/A	1,025,628	6,365	(1,019,263)	1%
Traffic Safety	3265	-	-	-	N/A	1,353,006	341,634	(1,011,372)	25%
Total Road Use Tax Fund		\$ 8,602,706	\$ 2,476,303	\$ (6,126,403)	29%	\$ 7,494,861	\$ 1,668,846	\$ (5,826,015)	22%

Revenue						Expenditures				
		Budget	Actual	Variance	%		Budget	Actual	Variance	%
Tax Increment Financing										
Community and Economic Development	4280	\$ 10,226,657	\$ 193,445	\$ (10,033,212)	2%	\$ 2,627,046	\$ -	\$ (2,627,046)	0%	
Police and Fire Retirement										
Public Safety:	4290	\$ 2,536,511	\$ 67,995	\$ (2,468,516)	3%	\$ 2,628,996	\$ 712,856	\$ (1,916,140)	27%	
Debt Service										
Debt Service:	4300	\$ 15,014,022	\$ 288,595	\$ (14,725,427)	2%	\$ 24,277,332	\$ -	\$ (24,277,332)	0%	
Solid Waste										
Enterprise:	3500	\$ 1,352,100	\$ 328,735	\$ (1,023,365)	24%	\$ 1,333,512	\$ 263,613	\$ (1,069,899)	20%	
Water										
Enterprise:										
Utility Deposits	3505	\$ 250,000	\$ 62,164	\$ (187,836)	25%	\$ 172,000	\$ 66,500	\$ (105,500)	39%	
Water Administration	3510	19,262,238	6,332,736	(12,929,502)	33%	10,905,431	2,410,478	(8,494,953)	22%	
Water Maintenance	3512	-	-	-	N/A	2,432,952	720,010	(1,712,942)	30%	
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	\$ 6,394,900	\$ (13,117,338)	33%	\$ 15,153,309	\$ 3,196,989	\$ (11,956,320)	21%	
Sewer										
Enterprise:										
Wastewater Administration	3550	\$ 16,865,436	\$ 4,548,438	\$ (12,316,998)	27%	\$ 12,614,160	\$ 2,218,226	\$ (10,395,934)	18%	
Wastewater Operations	3552	-	-	-	N/A	1,328,830	265,206	(1,063,624)	20%	
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A	
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A	
Total Sewer Fund		\$ 16,865,436	\$ 4,548,438	\$ (12,316,998)	27%	\$ 13,942,990	\$ 2,483,431	\$ (11,459,559)	18%	
Storm Water										
Enterprise:										
Storm Water Administration	3580	\$ 3,468,869	\$ 875,884	\$ (2,592,985)	25%	\$ 873,126	\$ 249,566	\$ (623,560)	29%	
Street Cleaning	3584	-	-	-	N/A	211,751	47,996	(163,755)	23%	
Total Storm Water Fund		\$ 3,468,869	\$ 875,884	\$ (2,592,985)	25%	\$ 1,084,877	\$ 297,561	\$ (787,316)	27%	
Golf Course										
Enterprise:										
Golf Course Maintenance	2591	\$ 1,000	\$ -	\$ (1,000)	0%	\$ 740,161	\$ 233,188	\$ (506,973)	32%	
Golf Course Pro Shop	2592	1,268,000	734,116	(533,884)	58%	662,813	207,520	(455,293)	31%	
Golf Course Banquet Services	2595	531,000	366,889	(164,111)	69%	700,252	286,724	(413,528)	41%	
Total Golf Course Fund		\$ 1,800,000	\$ 1,101,005	\$ (698,995)	61%	\$ 2,103,226	\$ 727,432	\$ (1,375,794)	35%	
Total		\$ 120,335,663	\$ 20,736,308	\$ (99,599,355)	17%	\$ 113,554,521	\$ 20,698,322	\$ (92,856,199)	18%	

**City of Ankeny
Investment Schedule
September 2022**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance September 30, 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)	-	-	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								<u>\$ 33,000,000.00</u>	<u>\$ 82,721.48</u>	<u>\$ (37,306.16)</u>	<u>\$ 34,415.75</u>	<u>\$ 4,000,000.00</u>	<u>\$ 28,962,693.84</u>
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								<u>\$ 1,000,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,000,000.00</u>
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	-	-	-	-	4,976,000.00
260001405	Community State	CD	CD	0.220%	4/14/2022	10/14/2022	183	3,000,000.00	-	-	-	-	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	-	-	-	-	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	T-Note	T-Note	2.530%	7/6/2022	3/31/2023	268	5,000,000.00	19,877.05	(37,628.10)	-	-	4,982,248.95
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)	-	-	4,909,012.00
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	1.150%	N/A	N/A	MM	14,803,402.13	-	-	31,255.50	-	14,803,402.13
39246-101	IPAIT	MM	Money market	2.036%	N/A	N/A	MM	3,018,694.60	-	-	12,360.22	-	3,018,694.60
	Farmers State Bank	MM	Money market	2.830%	N/A	N/A	MM	24,203,894.03	-	-	120,939.88	-	24,203,894.03
Subtotal								<u>\$ 109,018,420.77</u>	<u>\$ 24,667.85</u>	<u>\$ (236,096.19)</u>	<u>\$ 180,517.51</u>	<u>\$ 5,992,880.01</u>	<u>\$ 102,811,370.80</u>
Police/Fire Pension													
260001208	Community State	CD	CD	1.250%	6/24/2022	6/24/2023	365	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								<u>\$ 500,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 500,000.00</u>
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								<u>\$ 3,000,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,000.00</u>	<u>\$ 1,000,000.00</u>	<u>\$ 2,000,000.00</u>
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								<u>\$ 2,000,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,000,000.00</u>
Total Investments								<u>\$ 148,518,420.77</u>	<u>\$ 107,389.33</u>	<u>\$ (273,402.35)</u>	<u>\$ 216,933.26</u>	<u>\$ 10,992,880.01</u>	<u>\$ 137,274,064.64</u>

City of Ankeny Investment Schedule September 2022
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Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance September 30, 2022
<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	-	-	-	-	7,500,000.00
Farmers State Bank								24,203,894.03	-	-	120,939.88	-	24,203,894.03
First Interstate Bank								-	-	-	-	-	-
First National Bank								-	-	-	-	-	-
Great Southern Bank								-	-	-	-	-	-
IPAIT								30,153,694.60	2,306.54	(137,376.76)	29,494.91	8,000,000.00	22,016,317.84
Lincoln Savings Bank								22,803,402.13	-	-	31,255.50	-	22,803,402.13
Northwest Bank								3,000,000.00	-	-	-	-	3,000,000.00
RBC Wealth Management								40,952,750.00	105,082.79	(136,025.59)	27,855.67	-	40,838,650.64
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								\$ 148,518,420.77	\$ 107,389.33	\$ (273,402.35)	\$ 216,933.26	\$ 10,992,880.01	\$ 137,274,064.64
<u>Totals by Type</u>													
Mutual fund								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CD								49,500,000.00	-	-	13,106.85	8,000,000.00	41,500,000.00
Money market								42,025,990.76	-	-	164,555.60	-	42,025,990.76
T-Note								43,135,000.00	107,389.33	(273,402.35)	31,883.51	-	42,883,523.88
Commercial paper								13,857,430.01	-	-	7,387.30	2,992,880.01	10,864,550.00
Total								\$ 148,518,420.77	\$ 107,389.33	\$ (273,402.35)	\$ 216,933.26	\$ 10,992,880.01	\$ 137,274,064.64



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

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 September 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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 September 2022 Building Permit Report

City of Ankeny
Building Permit Report
Month of September 2022

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	September-22		September-21		1/1/2022-9/30/2022		1/1/2021-9/30/2021		7/1/2022-9/30/2022	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	40	\$12,779,241	26	\$8,858,205	389	\$121,616,669	494	\$143,025,620	117	\$40,201,186
New Single Family Attached/Duplex	22	\$5,838,498	27	\$6,816,062	205	\$49,645,379	207	\$47,263,614	80	\$20,251,054
New Multi - Family	0	\$0	0	\$0	19	\$39,105,871	1	\$0	14	\$2,676,029
Total New Residential Permits	62	\$18,617,739	53	\$15,674,267	613	\$210,367,919	702	\$190,289,234	211	\$63,128,269
Additions/Alterations/Other (1)	85	\$1,235,162	67	\$634,555	740	\$9,514,523	736	\$6,334,562	281	\$3,679,094
Total New Dwelling Units	62		53		802		875		211	
NON-RESIDENTIAL										
New Commercial	2	\$41,217,904	2	\$2,000,000	28	\$141,838,675	21	\$94,181,779	7	\$47,419,642
COM Additions/Alterations/Other	5	\$769,620	12	\$6,901,286	80	\$15,807,855	96	\$73,972,447	26	\$5,340,032
New Church	0	\$0	0	\$0	1	\$13,679,075	0	\$0	0	\$0
CHR Additions/Alterations/Other	1	\$4,800	1	\$10,000	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	8	\$41,992,324	15	\$8,911,286	116	\$198,922,328	124	\$178,124,226	35	\$53,114,474
MISC PERMITS (2)	97	\$154,732	90	\$46,825	802	\$1,089,492	912	\$870,179	267	\$289,313
TOTALS	252	\$61,999,957	225	\$25,266,933	2271	\$419,894,262	2474	\$375,618,201	794	\$120,211,150

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

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

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

* includes footing & foundation permits

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

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	9/6/2022	\$299,719	22-5570-NEW	2505 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/6/2022	\$288,694	22-5606-NEW	2509 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/6/2022	\$331,155	22-5608-NEW	2513 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/6/2022	\$287,826	22-5614-NEW	2512 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/6/2022	\$336,804	22-5615-NEW	2516 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/11/2022	\$355,652	22-5860-NEW	4220 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/12/2022	\$328,486	22-5545-NEW	2303 SW Vintage Pkwy	MJ Properties	MJ Properties
Single Family Detached	New Building	9/12/2022	\$419,566	22-5551-NEW	4701 NW 10th St	Claman Custom Homes	Claman Custom Homes
Single Family Detached	New Building	9/12/2022	\$509,679	22-5552-NEW	1003 NW Jackson Dr	Claman Custom Homes	Claman Custom Homes
Single Family Detached	New Building	9/12/2022	\$423,051	22-5610-NEW	2309 NW 29th St	MJ Properties	MJ Properties
Single Family Detached	New Building	9/12/2022	\$285,526	22-5769-NEW	2521 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/12/2022	\$298,704	22-5771-NEW	2525 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/12/2022	\$315,066	22-5772-NEW	2517 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/12/2022	\$293,527	22-5773-NEW	2529 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/12/2022	\$308,904	22-5774-NEW	2503 NW Reinhart Dr	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/12/2022	\$338,190	22-5826-NEW	1718 SW Franklin Dr	Haven Homes Iowa	Haven Homes Iowa
Single Family Detached	New Building	9/12/2022	\$335,800	22-5839-NEW	1714 SW Franklin Dr	Haven Homes Iowa	Haven Homes Iowa
Single Family Detached	New Building	9/12/2022	\$354,452	22-5857-NEW	4307 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/13/2022	\$298,704	22-5814-NEW	2501 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/15/2022	\$252,884	22-5975-NEW	2703 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/19/2022	\$437,289	22-5749-NEW	6104 NE Oak Dr	J3 Homes LLC	J3 Homes LLC
Single Family Detached	New Building	9/20/2022	\$213,944	22-6034-NEW	2611 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/20/2022	\$213,944	22-6036-NEW	3030 NW Greenwood St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/20/2022	\$330,220	22-6066-NEW	3509 NW Westwood St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/21/2022	\$351,912	22-5513-NEW	1410 SW Walnut St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	9/21/2022	\$329,285	22-5517-NEW	1406 SW Walnut St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	9/21/2022	\$309,048	22-5898-NEW	2508 SW Vineyard Ln	Bella Homes LLC	Bella Homes LLC
Single Family Detached	New Building	9/21/2022	\$328,677	22-6069-NEW	3303 NW Greenwood St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/22/2022	\$366,404	22-5725-NEW	1113 SW Des Moines St	Kimberley Development Corp	Kimberley Development Corp
Single Family Detached	New Building	9/26/2022	\$297,897	22-5983-NEW	3407 NW Reinhart Dr	Happe Homes, LLP	Happe Homes Llp
Single Family Detached	New Building	9/26/2022	\$207,695	22-5986-NEW	4107 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	9/26/2022	\$219,911	22-5987-NEW	4111 NW 13th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	9/26/2022	\$254,424	22-6031-NEW	2619 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/26/2022	\$213,944	22-6033-NEW	2615 NW 31st St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/26/2022	\$253,274	22-6076-NEW	4217 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	9/29/2022	\$320,806	22-6168-NEW	520 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/29/2022	\$294,958	22-6175-NEW	516 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/29/2022	\$287,846	22-6176-NEW	408 NE 55th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/29/2022	\$327,781	22-6178-NEW	404 NE 55th St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	9/30/2022	\$557,596	22-6177-NEW	5804 NE Sherman Ct	Embarq Signature Homes	Embarq Signature Homes
Single Family Attached	New Building	9/1/2022	\$270,421	22-5000-NEW	2837 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/1/2022	\$271,176	22-5148-NEW	2825 SW 24th Ln	JCorp Inc	JCorp Inc

Single Family Attached	New Building	9/1/2022	\$262,093	22-5149-NEW	2829 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/1/2022	\$262,093	22-5150-NEW	2833 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$269,084	22-5125-NEW	2703 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5124-NEW	2707 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$263,863	22-5123-NEW	2711 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5122-NEW	2715 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5121-NEW	2719 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$269,084	22-5004-NEW	2723 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$269,084	22-5191-NEW	2727 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5192-NEW	2731 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$263,863	22-5193-NEW	2735 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5194-NEW	2739 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5195-NEW	2743 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$269,084	22-5005-NEW	2747 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$269,084	22-5317-NEW	2801 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5318-NEW	2805 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$263,863	22-5319-NEW	2809 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5320-NEW	2813 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$262,958	22-5321-NEW	2817 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Attached	New Building	9/8/2022	\$269,084	22-5006-NEW	2821 SW 24th Ln	JCorp Inc	JCorp Inc
Single Family Detached	Building Alteration	9/1/2022	\$20,138	22-4907-ALT	3206 NE 5th Ln	Vishal Patel	Vishal Patel
Single Family Detached	Building Alteration	9/1/2022	\$16,078	22-5651-ALT	4221 NE 16th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Addition	9/6/2022	\$12,070	22-5673-ADD	910 SE 9th St	KBS	KBS
Single Family Detached	Building Alteration	9/7/2022	\$9,523	22-5842-ALT	2602 SW Vineyard Ln	Power Guard LLC	Power Guard LLC
Single Family Detached	Building Addition	9/8/2022	\$33,795	22-5350-ADD	805 NW Applewood St	Robert Kufner	Robert Kufner
Single Family Detached	Building Alteration	9/12/2022	\$16,240	22-5894-ALT	423 NE 55th St	Graystone Companies LLC	Graystone Companies LLC
Single Family Detached	Building Alteration	9/12/2022	\$4,000	22-5920-ALT	1823 NW Prairie Lakes Dr	MB Electrical	MB Electrical
Single Family Detached	Building Alteration	9/13/2022	\$23,803	22-5824-ALT	1713 NW 31st St	Weston Companies LLC	Weston Companies LLC
Single Family Detached	Building Alteration	9/13/2022	\$30,000	22-5832-ALT	1650 SE Delaware Ave	Homeworx	Homeworx
Single Family Detached	Building Addition	9/13/2022	\$32,588	22-5854-ADD	1013 NE Fountain View Ct	Daniel Presler	Daniel Presler
Single Family Detached	Building Alteration	9/14/2022	\$18,212	22-5957-ALT	1217 NE 49th St	Mason Group, LLC	Mason Group, LLC
Single Family Detached	Building Addition	9/14/2022	\$74,982	22-5964-ADD	3117 NW 27th Cir	Candor Homes, LLC	Candor Homes, LLC
Single Family Detached	Building Addition	9/17/2022	\$31,202	22-5780-ADD	2105 NW 24th St	Dave Adickes	Dave Adickes
Single Family Detached	Building Alteration	9/19/2022	\$27,051	22-5966-ALT	2318 NW Beechwood St	Amy M Simpson	Amy M Simpson
Single Family Detached	Building Alteration	9/19/2022	\$4,000	22-5991-ALT	736 SE Richland Ct	BAM Basements	BAM Basements
Single Family Detached	Building Alteration	9/20/2022	\$42,000	22-6094-ALT	1715 SW Precedence Rd	Compelling Homes	Compelling Homes
Single Family Detached	Building Alteration	9/22/2022	\$32,016	22-6132-ALT	1527 NW Cedar Dr	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Alteration	9/22/2022	\$33,617	22-6133-ALT	3125 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Building Addition	9/26/2022	\$21,725	22-5994-ADD	519 NE Georgetown Blvd	Zenith Design Build	Zenith Design Build
Single Family Detached	Building Addition	9/30/2022	\$44,932	22-6123-ADD	817 SE Lowell Ct	Dewit Construction & Remodel	Dewit Construction & Rem
Single Family Detached	Porch	9/9/2022	\$6,600	22-5895-PRCH	3308 NW 27th St	Jesse M Miller	Jesse M Miller
Single Family Detached	Porch	9/12/2022	\$3,600	22-5833-PRCH	3207 NW 30th St	3 Sons Construction	3 Sons Construction
Single Family Detached	Porch	9/14/2022	\$5,040	22-5968-PRCH	522 NW Ridgeline Dr	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Detached	Porch	9/15/2022	\$2,880	22-4319-PRCH	2212 NW Abilene Rd	Better Builders	Better Builders
Single Family Detached	Porch	9/15/2022	\$6,000	22-5386-PRCH	2411 SW 23rd St	Jacob's Ladder Cost LLC	Jacob's Ladder Cost LLC
Single Family Detached	Porch	9/19/2022	\$4,320	22-6072-PRCH	2201 SW 17th St	Sender's Construction	Sender's Construction

Single Family Detached	Solar	9/6/2022	\$20,000	22-5755-SOL	317 SW 16th St	Purelight Power	Purelight Power
Single Family Detached	Solar	9/6/2022	\$37,531	22-5760-SOL	1105 NE 31st St	Purelight Power	Purelight Power
Single Family Detached	Solar	9/6/2022	\$42,465	22-5801-SOL	2327 SW Woodland Ct	Purelight Power	Purelight Power
Single Family Detached	Solar	9/8/2022	\$35,521	22-5796-SOL	206 NW Springbrooke Ct	Purelight Power	Purelight Power
Single Family Detached	Solar	9/8/2022	\$30,000	22-5850-SOL	1617 NW Pine View Cir	Purelight Power	Purelight Power
Single Family Detached	Solar	9/12/2022	\$36,697	22-5879-SOL	1618 NW 2nd St	SunPro Solar	ADT Solar LLC
Single Family Detached	Solar	9/19/2022	\$14,985	22-6030-SOL	404 NE Mission Ct	One Source Solar	1 Source Solar
Single Family Detached	Solar	9/20/2022	\$9,794	22-6104-SOL	2714 NW 5th St	One Source Solar	1 Source Solar
Single Family Detached	Solar	9/21/2022	\$16,560	22-6107-SOL	2810 NW Sharmin Dr	One Source Solar	1 Source Solar
Single Family Detached	Solar	9/22/2022	\$57,981	22-5926-SOL	505 SE Trilein Dr	Dexton Lybbert	Skyline Solar
Single Family Detached	Solar	9/22/2022	\$30,000	22-6059-SOL	4912 NW 13th St	Purelight Power	Purelight Power
Single Family Detached	Solar	9/22/2022	\$16,000	22-6061-SOL	3117 NW 28th St	Purelight Power	Purelight Power
Single Family Detached	Solar	9/22/2022	\$30,000	22-6128-SOL	4812 NW 2nd Ct	Purelight Power	Purelight Power
Single Family Detached	Solar	9/28/2022	\$32,000	22-6151-SOL	709 NW Boulder Brook Dr	Purelight Power	Purelight Power
Single Family Attached	Solar	9/28/2022	\$28,000	22-6365-SOL	4213 NW Linwood Dr	Central Iowa Mechanical	Central Iowa Mechanical
Single Family Detached	Gazebo	9/1/2022	\$3,840	22-5589-GAZ	3108 NE 17th St	Aaron Tjarks	Aaron Tjarks
Single Family Detached	Garage	9/6/2022	\$72,516	22-5811-GAR	506 SW Nottingham Rd	Thomas Knapp	Thomas Knapp
Single Family Detached	Garage	9/14/2022	\$26,589	22-5974-GAR	3214 NW 20th St	Blue Ribbon Contracting	Blue Ribbon Contracting
Single Family Detached	Garage	9/30/2022	\$6,043	22-6330-GAR	1614 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	Shed	9/1/2022	\$30,000	22-5231-SHD	1214 NE 53rd Ct	Chris Nourse	Chris Nourse
Single Family Detached	Shed	9/1/2022	\$2,400	22-5711-SHD	523 NW 31st St	Gregory Stotts	Tuff Shed
Single Family Detached	Shed	9/2/2022	\$2,880	22-5662-SHD	911 NE Meadow Landing Dr	Larisa Keserovic	Larisa Keserovic
Single Family Detached	Shed	9/6/2022	\$2,400	22-5778-SHD	3308 NW 27th St	Deaton William	Tuff Shed (Home Depot)
Single Family Detached	Shed	9/8/2022	\$2,100	22-5782-SHD	3010 NW Abilene Rd	Monarca Construction	Monarca Construction
Single Family Detached	Shed	9/8/2022	\$4,800	22-5868-SHD	808 NW 37th Ct	Dale Grieder	Dale Grieder
Single Family Detached	Shed	9/8/2022	\$1,600	22-5883-SHD	1419 SE Waywin Dr	Brian Strable	Brian Strable
Single Family Detached	Shed	9/12/2022	\$2,800	22-5710-SHD	1511 NW Rockcrest Rd	Andrew Chipman	Andrew Chipman
Single Family Detached	Shed	9/12/2022	\$980	22-5899-SHD	601 NW Chapel Dr	Daniel Neubauer	Daniel Neubauer
Single Family Detached	Shed	9/14/2022	\$2,400	22-5982-SHD	513 SW Maple St	Tuff Shed	Tuff Shed
Single Family Attached	Shed	9/22/2022	\$1,600	22-6146-SHD	4303 NW Arian Dr	Michael Thompson	Tuff Shed
Single Family Detached	Shed	9/23/2022	\$1,600	22-6157-SHD	2809 NW 28th St	Kyanite Design & Build	Kyanite Design & Build
Single Family Detached	Shed	9/28/2022	\$4,000	22-6353-SHD	806 SE Laurie Ct	Daniel E Schellhase	Daniel E Schellhase
Single Family Detached	Spa/Hot Tub	9/19/2022		22-6075-SPA	814 NE Forest Ridge Dr	Kolbe David	Kolbe David
Single Family Detached	Swimming Pool	9/2/2022		22-5674-POOL	2001 NW Woodland Ct	Pool Escapes	Pool Escapes
Single Family Detached	Swimming Pool	9/2/2022		22-5747-POOL	2220 SW Woodland Dr	Jim Haws	Jim Haws
Single Family Detached	Swimming Pool	9/12/2022		22-5565-POOL	1525 SW Des Moines St	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Swimming Pool	9/14/2022		22-5758-POOL	1604 NW Arbor Dr	Toy Box Construction	Toy Box Construction
Single Family Detached	Swimming Pool	9/19/2022		22-6050-POOL	3212 NW Reinhart Dr	Toy Box Construction	Backyard Paradise LLC
Single Family Detached	Deck	9/1/2022	\$5,808	22-4526-DECK	2615 NE Bellagio Dr	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Attached	Deck	9/2/2022	\$192	22-5185-DECK	4314 NW Sharmin Dr	Kristi Hebel	Jerry Danielson
Single Family Detached	Deck	9/6/2022	\$3,600	22-5550-DECK	344 SE Willow Run Ln	Taft's Construction Services	Taft's Construction Services

Single Family Detached	Deck	9/6/2022	\$3,072	22-5754-DECK	1034 NE Otter Ridge Cir	Ross Budden	Ross Budden
Single Family Detached	Deck	9/6/2022	\$1,296	22-5797-DECK	1302 SW 2nd St	Code Blue Construction	Code Blue Construction
Single Family Detached	Deck	9/7/2022	\$3,480	22-5792-DECK	2904 SW Butternut Dr	3P Carpentry & Construct	3P Carpentry & Construct
Single Family Detached	Deck	9/8/2022	\$2,760	22-5862-DECK	913 NE 15th St	Neil Kaufman	Neil Kaufman
Single Family Detached	Deck	9/8/2022	\$2,000	22-5867-DECK	4302 NW Sharmin Dr	Isabell Innovations LLC	Isabell Innovations LLC
Single Family Detached	Deck	9/8/2022	\$2,256	22-5875-DECK	1209 NE Stone Valley Cir	Jason Jensen	Jason Jensen
Single Family Detached	Deck	9/9/2022	\$2,016	22-4830-DECK	211 NE 62nd St	Caliber Homes	Caliber Homes
Single Family Detached	Deck	9/9/2022	\$5,568	22-5492-DECK	5107 NE Bellagio Ct	Vishal Patel	Vishal Patel
Single Family Detached	Deck	9/13/2022	\$2,592	22-5931-DECK	1501 NE Michael Dr	Peter M Kenne	Peter M Kenne
Single Family Detached	Deck	9/15/2022	\$15,000	22-5260-DECK	4503 NE Bellagio Dr	Better Builders	Better Builders
Single Family Detached	Deck	9/16/2022	\$4,452	22-6029-DECK	814 NE Forest Ridge Dr	Kolbe David	Kolbe David
Single Family Attached	Deck	9/19/2022	\$3,528	22-5934-DECK	1019 NE 43rd St	Paradigm Construction	Paradigm Construction
Single Family Detached	Deck	9/21/2022	\$4,608	22-6126-DECK	1332 NE 31st St	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Detached	Deck	9/21/2022	\$504	22-6136-DECK	4309 NE Briarwood Dr	Executive Interiors	Executive Interiors
Single Family Detached	Deck	9/22/2022	\$2,448	22-5496-DECK	3807 NE Rio Ct	Vishal Patel	Vishal Patel
Single Family Detached	Deck	9/26/2022	\$1,920	22-6090-DECK	1807 SW 19th St	Ultimate Construction Svcs	Ultimate Construction Svcs
Single Family Detached	Deck	9/28/2022	\$2,688	22-6137-DECK	2605 NW 44th St	Emma Aalbers	Emma Aalbers
Single Family Detached	Deck	9/29/2022	\$2,880	22-6394-DECK	1209 NW Wagner Blvd	Done Right Construction	Done Right Construction
Hotel/Motel	New Building	9/21/2022	\$15,217,904	22-5206-NEW	1230 SW District Dr	PT 2021 Hotel Associates	Aspire Construction
Industrial	New Building	9/30/2022	\$26,000,000	22-3773-NEW	8700 SE Convenience Blvd	Kevin Barber	Hansen Company
Other (hangar alt)	Building Alteration	9/1/2022	\$20,000	22-4151-ALT	3750 SE Convenience Blvd	Matthew Sawhill	Matthew Sawhill
Storage	Building Alteration	9/7/2022	\$125,000	22-4653-ALT	807 SW Des Moines St Unit 101	Eick & Day Construction	Eick & Day Construction
Storage	Building Alteration	9/7/2022	\$275,000	22-5136-ALT	807 SW Des Moines St Unit 103	Eick & Day Construction	Eick & Day Construction
Office	Building Alteration	9/19/2022	\$199,620	22-5965-ALT	1520 NW Irvindale Dr Ste 105	Hunziker Construction Svcs	Hunziker Construction Svcs
Storage	Building Alteration	9/29/2022	\$150,000	22-6193-ALT	3742 SE Convenience Blvd	Jensen Builders Ltd	Jensen Builders LTD
Church	Gazebo	9/29/2022	\$4,800	22-6197-GAZ	1102 NW Weigel Dr	St Luke the Evangelist	All Star Concrete
Single Family Detached	Fence/Wall	9/1/2022		22-4558-FNCE	807 SW Cohasset Dr	Emmett Tyler	Emmett Tyler
Single Family Attached	Fence/Wall	9/2/2022		22-5184-FNCE	4314 NW Sharmin Dr	Kristi Hebel	Kristi Hebel
Single Family Detached	Fence/Wall	9/2/2022		22-5750-FNCE	1401 NW Arbor Dr	Jim Haws	Jim Haws
Single Family Detached	Fence/Wall	9/2/2022		22-5753-FNCE	4911 NW 7th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/6/2022		22-5783-FNCE	309 NW Benjamin Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	9/6/2022		22-5786-FNCE	3128 NW 27th Cir	Door & Fence Store	Door & Fence Store
Single Family Attached	Fence/Wall	9/6/2022		22-5794-FNCE	1327 NW 32nd St	Capitol City Fence	Capitol City Fence
Single Family Detached	Fence/Wall	9/7/2022		22-5813-FNCE	1208 NW Arbor Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/7/2022		22-5815-FNCE	5909 NE Grant Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/8/2022		22-2979-FNCE	5250 NE Seneca Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/8/2022		22-5825-FNCE	1709 SW Des Moines St	Absolute Fence LLC	Absolute Fence LLC
Single Family Attached	Fence/Wall	9/8/2022		22-5843-FNCE	4807 NE Briarwood Dr	DK3J Handyman Services	DK3J Handyman Services
Single Family Detached	Fence/Wall	9/9/2022		22-5549-FNCE	509 NW Somerset Ct	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	9/9/2022		22-5701-FNCE	408 NE Hanover Ct	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	9/9/2022		22-5886-FNCE	1112 NW 26th St	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	9/12/2022		22-5333-FNCE	1225 NW Reinhart Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	9/12/2022		22-5334-FNCE	1221 NW Reinhart Dr	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	9/12/2022		22-5596-FNCE	2304 SE Clover Ridge Ct	Bos Fencing	Bos Fencing

Single Family Detached	Fence/Wall	9/13/2022		22-5703-FNCE	5205 NW 12th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	9/13/2022		22-5912-FNCE	2608 NW Reinhart Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/13/2022		22-5914-FNCE	1313 NE Williamsburg Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/13/2022		22-5915-FNCE	2401 NW Reinhart Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	9/13/2022		22-5924-FNCE	301 SW Westlawn Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	9/13/2022		22-5944-FNCE	202 NE 7th St	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	9/14/2022		22-5812-FNCE	1604 NW Arbor Dr	Toy Box Construction	Toy Box Construction
Single Family Detached	Fence/Wall	9/14/2022		22-5976-FNCE	625 NE Hunter Dr	Capitol City Fence	Capitol City Fence
Single Family Detached	Fence/Wall	9/14/2022		22-5977-FNCE	1401 SE Michael Dr	Mitch Wagoner	Mitch Wagoner
Single Family Detached	Fence/Wall	9/16/2022		22-6040-FNCE	1502 NW Spruce Dr	Stallworth Tina	Stallworth Tina
Single Family Detached	Fence/Wall	9/19/2022		22-6001-FNCE	4511 NE Hayes Dr	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/19/2022		22-6002-FNCE	1614 SW Des Moines St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/19/2022		22-6064-FNCE	1614 SW Westwood St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	9/19/2022		22-6065-FNCE	422 NW Arlan Dr	Curt Fincham	Curt Fincham
Single Family Detached	Fence/Wall	9/19/2022		22-6067-FNCE	1113 NE Meadow Crossing Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	9/19/2022		22-6068-FNCE	414 NW Arlan Dr	Curt Fincham	Curt Fincham
Single Family Detached	Fence/Wall	9/20/2022		22-5985-FNCE	210 NW Cedarwood Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Mixed Use	Fence/Wall	9/21/2022	\$10,000	22-5288-FNCE	3611 NE Otterview Cir	JCorp Inc	JCorp Inc
Single Family Detached	Fence/Wall	9/26/2022		22-4752-FNCE	209 NE 7th St	Wendy Rains	Wendy Rains
Single Family Detached	Fence/Wall	9/26/2022		22-6206-FNCE	2809 NW 28th St	Michael Casel	Mid Iowa Construction/Fence
Single Family Attached	Fence/Wall	9/26/2022		22-6207-FNCE	1401 NW 32nd St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/26/2022		22-6208-FNCE	4116 NE 6th St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	9/26/2022		22-6215-FNCE	505 SW Franklin Dr	Central Iowa Fencing	Central Iowa Fencing
Office	Fence/Wall	9/27/2022		22-6195-FNCE	2450 SE Oak Tree Ct	Central Iowa Fencing	Central Iowa Fencing
Single Family Attached	Fence/Wall	9/27/2022		22-6328-FNCE	364 NW Autumn Crest Dr	Paul S Stueckradt	Paul S Stueckradt
Single Family Detached	Fence/Wall	9/29/2022		22-6359-FNCE	3644 NE Winding Trail Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	9/29/2022		22-6398-FNCE	1328 SW 37th St	Arthur Rice	Arthur Rice
Single Family Detached	Fence/Wall	9/30/2022		22-6420-FNCE	2312 SW Abilene Rd	Thrive Fencing	Thrive Fencing
Hotel/Motel	Sign	9/1/2022	\$9,000	22-5490-SIGNP	133 SE Delaware Ave	Signs & Designs	Signs & Designs
Restaurant	Sign	9/2/2022	\$5,500	22-5435-SIGNP	1020 E 1st St	Sign Studio	Sign Studio
Restaurant	Sign	9/2/2022	\$6,500	22-5436-SIGNP	1020 E 1st St	Sign Studio	Sign Studio
Restaurant	Sign	9/2/2022	\$6,500	22-5437-SIGNP	1020 E 1st St	Sign Studio	Sign Studio
Restaurant	Sign	9/2/2022	\$500	22-5459-SIGNP	1020 E 1st St	Sign Studio	Sign Studio
Restaurant	Sign	9/2/2022	\$500	22-5461-SIGNP	1020 E 1st St	Sign Studio	Sign Studio
Retail	Sign	9/2/2022	\$6,850	22-5467-SIGNP	1915 SW Plaza Pkwy Ste 111	Signarama Urbandale	Signarama Urbandale
Retail	Sign	9/2/2022	\$1,650	22-5468-SIGNP	1915 SW Plaza Pkwy Ste 111	Signarama Urbandale	Signarama Urbandale
Retail	Sign	9/2/2022	\$2,245	22-5470-SIGNP	1915 SW Plaza Pkwy Ste 111	Signarama Urbandale	Signarama Urbandale
Mixed Use	Sign	9/7/2022	\$1,000	22-2553-SIGNP	717 N Ankeny Blvd	Signs 'N More	Signs 'N More
Retail	Sign	9/12/2022	\$3,500	22-3862-SIGNP	1615 SW Main St Ste 107	Tri-City Sign Company	Tri-City Sign Company
Retail	Sign	9/12/2022	\$4,400	22-4510-SIGNP	240 NW 36th St Ste 102	Tri-City Sign Company	Tri-City Sign Company
Retail	Sign	9/12/2022	\$1,117	22-5632-SIGNP	721 N Ankeny Blvd	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	9/12/2022	\$869	22-5663-SIGNP	2405 SW White Birch Dr Ste 100	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/12/2022	\$869	22-5664-SIGNP	2405 SW White Birch Dr Ste 100	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/12/2022	\$869	22-5665-SIGNP	2405 SW White Birch Dr Ste 100	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/12/2022	\$3,585	22-5667-SIGNP	2405 SW White Birch Dr Ste 100	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/12/2022	\$100	22-5669-SIGNP	2405 SW White Birch Dr Ste 100	Chesnut Signs	Chesnut Signs
Restaurant	Sign	9/12/2022	\$100	22-5671-SIGNP	2405 SW White Birch Dr Ste 100	Chesnut Signs	Chesnut Signs

Restaurant	Sign	9/12/2022	\$100	22-5672-SIGNP	2405 SW White Birch Dr Ste 100	Chesnut Signs	Chesnut Signs
Office	Sign	9/15/2022	\$100	22-5884-SIGNP	114 NW 9th St	Signarama - Ankeny	Signarama - Ankeny
Restaurant	Sign	9/19/2022	\$6,385	22-5935-SIGNP	3607 NE Otterview Cir Ste 103	Lisa Hanrahan	Iowa Sign Company
Restaurant	Sign	9/19/2022	\$8,104	22-5937-SIGNP	3607 NE Otterview Cir Ste 104	Lisa Hanrahan	Iowa Sign Company
Hotel/Motel	Sign	9/21/2022	\$8,380	22-5866-SIGNP	1230 SW District Dr	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	9/21/2022	\$7,942	22-5869-SIGNP	1230 SW District Dr	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	9/21/2022	\$8,380	22-5870-SIGNP	1230 SW District Dr	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	9/21/2022	\$5,660	22-5871-SIGNP	1230 SW District Dr	Chesnut Signs	Chesnut Signs
Hotel/Motel	Sign	9/21/2022	\$7,230	22-5872-SIGNP	1230 SW District Dr	Chesnut Signs	Chesnut Signs
Multi-Family	Sign	9/22/2022	\$21,879	22-5571-SIGNP	1108 SW 11th Ln	Lisa Hanrahan	Lisa Hanrahan
Office	Sign	9/23/2022	\$11,568	22-5234-SIGNP	1605 N Ankeny Blvd	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	9/26/2022	\$1,500	22-6047-SIGNP	1250 SW State St Ste F	Signarama - Ankeny	Signarama - Ankeny
Office	Sign	9/26/2022	\$1,200	22-6048-SIGNP	1250 SW State St Ste F	Signarama - Ankeny	Signarama - Ankeny
Retail	Sign	9/26/2022	\$650	22-6152-SIGNP	2405 SW White Birch Dr Ste 110	Iowa Sign Company	Iowa Sign Company
Single Family Detached	Drive Approach	9/2/2022		22-5743-RSTRM	1337 NE Tuscany Blvd	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Drive Approach	9/7/2022		22-5823-RSTRM	705 NE 10th St	Christian Owen	Gm concrete LLC
Single Family Detached	Drive Approach	9/8/2022		22-5861-RSTRM	4517 SW Bluegrass Dr	Andy Webb	Portland Construction Co
Single Family Detached	Drive Approach	9/13/2022		22-5925-RSTRM	834 SE Laurie Ln	HS Concrete Inc	HS Concrete Inc
Single Family Detached	Drive Approach	9/16/2022		22-5905-RSTRM	309 NE Sherman Dr	I-80 Concrete	I-80 Concrete
Single Family Detached	Drive Approach	9/19/2022		22-6032-RSTRM	710 NE 7th St	Solis Concrete	Solis Concrete
Single Family Detached	Drive Approach	9/21/2022		22-6130-RSTRM	1102 NW Wagner Blvd	CMC Solutions LLC	CMC Solutions LLC
Single Family Detached	Drive Approach	9/27/2022		22-6088-RSTRM	717 NW Boulder Brook Dr	Adam Nihart	Andrew Contracting
Single Family Detached	Drive Approach	9/27/2022		22-6340-RSTRM	105 NE Bel-Aire Rd	Our Lady's Immac Church	VH Excavating LLC
Single Family Detached	Sidewalk	9/1/2022		22-5709-RSWRP	1609 NW 9th St	Vega Contractors	Vega Contractors
Multi-Family	Sidewalk	9/13/2022		22-5938-RSWRP	401 SE Delaware Ave	Maplewood Condos	Maplewood Condos
Single Family Detached	Sidewalk	9/13/2022		22-5941-RSWRP	902 NW Greenwood St	Vega Contractors	Vega Contractors
Single Family Detached	Sidewalk	9/16/2022		22-5906-RSWRP	705 NE Cambridge Ct	I-80 Concrete	I-80 Concrete
Single Family Detached	Sidewalk	9/19/2022		22-5998-RSWRP	3106 SW Court Ave	Grimm Concrete Services	Grimm Concrete Services
Single Family Detached	Sidewalk	9/19/2022		22-6052-RSWRP	817 NE Michael Dr	Asap construction	Asap construction
Single Family Detached	Sidewalk	9/20/2022		22-6089-RSWRP	706 NE 7th St	Solis Concrete	Solis Concrete
Single Family Detached	Sidewalk	9/21/2022		22-6120-RSWRP	1021 NE Fountain View Dr	Colin Concrete Enterprise	Colin Concrete Enterprise
Single Family Detached	Demolition	9/28/2022		22-6383-DEMO	3215 SE Corporate Woods Dr	J. Pettiecord, Inc.	J. Pettiecord, Inc.



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

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 September 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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 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													\$ -
November													\$ -
December													\$ -
January													\$ -
February													\$ -
March													\$ -
April													\$ -
May													\$ -
June													\$ -
FY Total	84,318	875,397,751	\$ 5,311,206	\$ 18.24	\$ 882,676	78,891	\$ 434,891	\$ 43,924	\$ 2,720,424	\$ 1,581,768	77,357	\$ 841,061	\$ 11,381,059
FY 23 Average	28,106	291,799,250	1,770,402	\$ 6.08	294,225	26,297	144,964	14,641	906,808	527,256	25,786	280,354	948,422
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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

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 \$11,500.00 with Foth Infrastructure and Environment, LLC (Foth), for additional design services on the North Four Mile Creek Trunk Sewer Project.

EXECUTIVE SUMMARY:

Foth is working on the design of the North Four Mile Creek Trunk Sewer Project and it has been determined that some easements will be needed. This amendment is a not to exceed amendment to include the services from JCG to acquire said easements.

The Municipal Utilities Department proposes to continue using Foth to provide design services for this project. The scope of the additional design services along with the corresponding fees are shown in the attached Amendment No.1 to the Professional Services Agreement. A copy of the original Professional Services agreement is attached for reference. The fee for the additional design services for the North Four Mile Creek Trunk Sewer Project is \$11,500.00. The original Professional Services Agreement for design engineering services was \$127,100.00. Adding Amendment #1 to the Professional Services Agreement

increases the total contract to \$138,600.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Foth in the amount of \$11,500.00 for the North Four Mile Creek Trunk Sewer Project.

FISCAL IMPACT: No

This project was included in the City of Ankeny's CIP for 2022 design and construction to follow in 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Foth in the amount of \$11,500.00 for the North Four Mile Creek Trunk Sewer Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Amendment #1
 Professional Services Agreement

PROFESSIONAL CONSULTING SERVICES AMENDMENT NO. 1

North Four Mile Creek Trunk Sewer

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

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

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

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

THIS AMENDMENT executed the day and year written above.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC

CITY OF ANKENY, IOWA

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

BY: _____
Mark E. Holm
Mayor

WITNESS

ATTEST

Name: Patrick P. Kueter, P.E.

Name: Michelle Yuska

Title: Client Director

Title: City Clerk

Attachment No. 1 Scope of Services

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

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

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

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

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

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

Task 1 - Preparation of Parcel Files

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

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

- Right-of-Way Record Checklist

Task 2 - Compensation Estimates

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

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

Task 3 - Appraisal Review (Task Not Included)

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

Task 4 - Right-of-Way Negotiations/Acquisitions

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

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

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

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

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

Task 5 - Closing

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

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

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

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

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

The City shall record each document necessary to transfer title.

Task 6 - Condemnation Services (Task Not Included)

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

Attachment No. 2

Schedule

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

I. Real Estate Services

October 2022 to December 2022

Attachment No. 3 Standard Rate Table

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC 2022 STANDARD HOURLY RATE SCHEDULE

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

REIMBURSABLE EXPENSES

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

ADJUSTMENTS TO FEE SCHEDULE

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

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

North Four Mile Creek Trunk Sewer

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

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

1. SCOPE OF SERVICES

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

2. SCHEDULE

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

3. COMPENSATION

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

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

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

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

4. INSURANCE

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

5. NOTICE

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

FOR THE CITY:

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

FOR THE CONSULTANT:

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

6. GENERAL COMPLIANCE

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

7. STANDARD OF CARE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION

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

10. HOLD HARMLESS

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

11. ASSIGNMENT

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

12. APPROPRIATION OF FUNDS

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

13. AUTHORIZED AMENDMENTS TO AGREEMENT

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

14. OWNERSHIP OF CONSULTING DOCUMENTS

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

15. INTERPRETATION

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

16. COMPLIANCE WITH FEDERAL LAW

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

17. SOLICITATION AND PERFORMANCE

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

18. SUSPENSION AND TERMINATION OF AGREEMENT

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

19. TAXES

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

20. SEVERABILITY

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

21. DISPUTE RESOLUTION

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

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

22. MISCELLANEOUS HEADINGS

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

23. FURTHER ASSURANCES

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

24. COUNTERPARTS

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

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

CONSULTANT

CITY OF ANKENY

BY: _____

BY: _____

Name: Andy Floy, P.E.

Mark E. Holm, Mayor

Title: Lead Civil Engineer

WITNESS

ATTEST

By: _____

By: _____

Name: Patrick P. Kueter, P.E.

Name: _____

Title: Client Director

Title: _____

ATTACHMENT 1 - SCOPE OF SERVICES

I. BASIC SERVICES OF THE CONSULTANT

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

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

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

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

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

PHASE 10 – PROJECT COORDINATION

Task 1 - Project Management

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

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

Task 2 – Project Review Meetings.

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

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

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

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

Task 4 - Project Permitting Coordination

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

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

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

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

Task 5 - Individual Property Owner Meetings – Task Not Included

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

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

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

Task 6 – Design Development Exhibit Preparation

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

Task 7 – Individual Parcel Exhibits

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

- Two (2) Exhibits

PHASE 20 – DESIGN SURVEYS

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

Task 1 - Control Survey

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

Task 2 - Topographic Survey

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

Task 3 - Utility Survey

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

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

Task 4 - Property Ownership and Research

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

Task 5 - Right-of-Way Survey

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

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

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

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

Task 6 - Project Base Map

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

Task 7 - Soil-Boring Location Surveys

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

- Eight (8) borings.

Task 8 – Utility Relocation Staking (Task not included)

Task 9 - Public Notice of Project

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

Task 10 - Easement Staking

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

Task 11 – Permanent Monumentation of Right-of-Way

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

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

PHASE 22 – ACQUISITION PLATS

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

Task 1 - Preparation of Acquisition Plats and Legal Descriptions

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

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

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

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

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

PHASE 25 – GEOTECHNICAL SERVICES

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

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

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

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

In addition, geotechnical recommendations for the project will include:

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

PHASE 30 – ENVIRONMENTAL SERVICES

The Consultant will complete the following environmental services.

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

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

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

Task 2 - Threatened & Endangered Species Habitat Assessment

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

Task 3 - Phase I Cultural Resource Survey

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

Task 4 – Section 404 Permit Application

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

PHASE 44 – PELIMINARY DESIGN (SANITARY SEWER)

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

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

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

Task 2 - Develop Design Criteria

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

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

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

Task 3 - Develop Trench Sections

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

Task 4 – Preparation of Preliminary Design Plans

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

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

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

Plan Preparation – Estimate of Quantities (C Sheets)

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

Plan Preparation - Plan and Profile (D Sheets)

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

Plan Preparation - Special Construction Details (U Sheets)

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

Quality Control - Plan Set

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

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

Task 5 - Public Utility Review

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

Task 6 - Field Exam

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

Task 7 – Opinion of Probable Construction Costs

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

PHASE 48- FINAL DESIGN (SANITARY SEWER) AND SPECIFICATIONS

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

Task 1 - Final Construction Plans

The Consultant shall provide the City with the following deliverables:

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

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

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

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

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

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

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

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

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

Task 2 - Project Permitting

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

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

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

Task 3 - Project Manual

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

Task 4 - Opinion of Probable Construction Cost

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

Task 5 - Quality Control

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

PHASE 60 - PROJECT BIDDING

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

Task 1 - Printing of Plans and Specifications

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

Task 2 - Notice of Project

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

Task 3 - Plan Clarification and Addenda

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

Task 4 - Letting, Bid Tabs, and Award Recommendation

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

Project Deliverables

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

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

ADDITIONAL SERVICES:

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

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

CITY'S RESPONSIBILITIES:

The City shall provide the following:

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

ATTACHMENT 2 - PROJECT SCHEDULE

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

I. Basic Services of the Consultant

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

ATTACHMENT 3 - SCHEDULE OF FEES

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

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

REIMBURSABLE EXPENSES

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

ADJUSTMENTS TO FEE SCHEDULE

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



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #2 increasing the contract amount by \$2,220.00 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
 Change Order #2



Project Title: NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard
Contractor: Absolute Concrete Construction, Inc.
Address: 1000 West 6th Avenue, Slater, IA 50244
Finance Budget Code: 992.3992.4451 **Finance Project Code:** 992.4451
Vendor Project or Invoice #: PO #
Original Contract Date: January 18, 2022 **Vendor #** 4997

Change Order Number: 2

Change Order Date: October 17, 2022

Purpose of Change Order:

8.29 - Adding temporary push buttons on 4"x4" wood posts with buttons and heads for Ankeny Blvd and 36th Street intersection.

Details of Change Order:

ITEM #	DIV.	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8.29		Temporary Pedestrian Push Buttons	EA	4	\$ 555.00	\$ 2,220.00
Change Order Number 2 makes the following adjustments to the contract:						\$ 2,220.00

Contractor Accepted: Absolute Concrete Construction, Inc.

By: [Signature]

Date: 10.6.2022

Engineer Approved: Snyder & Associates, Inc.

By: [Signature]

Date: 10/07/2022

Adam L. Lust 10/07/22
Owner Accepted: City of Ankeny

By: [Signature] Title: Mayor

Date: 10/17/22

Attest for Owner:

By: [Signature] Title: City Clerk

Date: 10/17/22

Record of Change Orders

#	Date	Amount
Original Contract amount		\$ 3,996,224.75
1	September 19, 2022	\$ 12,964.80
2	October 17, 2022	\$ 2,220.00
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20		
Revised Contract amount		\$ 4,011,409.55



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #2 decreasing the contract amount by \$13,837.20 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Street Patching Program project.

EXECUTIVE SUMMARY:

Adjust quantities to as constructed quantities.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #2

CHANGE ORDER FORM



Project Title: 2022 PCC Street Patching Program
Contractor: Iowa Civil Contracting, Inc.
Address: 1106 3rd Street, Victor, IA 52347
Finance Budget Code: 963.3963.4451 **Finance Project #** 963.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 21, 2022 **Vendor #** 9633

Change Order Number: 2

Change Order Date: October 17, 2022

Purpose of Change Order:

Adjust quantities to as constructed quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.01	Below Grade Excavation (Core Out)	CY	(100.00)	\$ 89.74	\$ (8,974.00)
6.03	Intake Adjustment, Minor	EA	(1.00)	\$ 2,500.00	\$ (2,500.00)
7.08	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	14.00	\$ 130.32	\$ 1,824.48
7.09	Full Depth Patches, PCC, Class C-SUD, 9" Thick, NIGHT WORK	SY	198.00	\$ 213.46	\$ 42,265.08
7.10	Full Depth Patches, Class M (5 Hour) 9" Thick	SY	(202.00)	\$ 232.48	\$ (46,960.96)
8.01	Painted Pavement Markings, Durable	STA	0.77	\$ 330.00	\$ 254.10
8.02	Grooves Cut for Pavement Markings	STA	0.77	\$ 330.00	\$ 254.10
					\$ -
					\$ -
					\$ -

Change Order Number: 2 makes the following adjustments to the Contract: **\$ (13,837.20)**

Contractor Accepted: Iowa Civil Contracting, Inc.

Firm Name
Mark Rhinchart 10/6/22
 Signature Date

Engineer Approved: City of Ankeny

Firm Name
[Signature] 10/10/2022
 Signature Date

Owner Accepted: City of Ankeny

Signature Title
 Date

Attest for Owner:

Signature Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 990,232.52
1	August 15, 2022	\$ 6,600.00
2	October 17, 2022	\$ (13,837.20)
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Revised Contract Amount **\$ 982,995.32**



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #4, increasing the contract amount by \$0.00 to RedBud LLC for native vegetation maintenance as part of 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
 Change Order No. 4

city of
Ankeny
bringing it all together

Date Printed: 10/5/2022



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #4 increasing the contract amount by \$19,301.00 to Reilly Construction Co., Inc., for construction services on the West First St Widening & Improvements-Phase 1 project.

EXECUTIVE SUMMARY:

This change order is to add on signs and to replace 12" Ductile Iron Pipe water main.

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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 [Change Order #4](#)

CHANGE ORDER FORM



Project Title: West First St Widening & Improvements - Phase 1
Contractor: Reilly Construction Co., Inc.
Address: 110 E Main St, PO Box 99, Ossian, Iowa 52161
Finance Budget Code: 970.3970.4451 **Finance Project #** 970.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: December 15, 2020 **Vendor #** 6038

Change Order Number: 4

Change Order Date: ~~September 22, 2022~~ **October 17, 2022**

ALQ

Purpose of Change Order:

8013-Add item for two extra 48x48 orange signs with black lettering on E and W end of site saying, "No wide loads over 10"- Requested by Reilly for worker safety due to reduced lane width
8014-Add item for extra signs w/plaques, 4- Center turn lane (24x36), 4-Begin (30x12), 4-25 mph(18x18) and 24 drums meeting the requirements of MUTCD 6F.67 with triple ballast rings for Stage 1D Winter Shutdown-Needed for plan stage added Stage 1D Winter Shutdown-due to the slope of the new temp paving from STA 46+00 - STA 43+50. The slope was too steep to put traffic onto it.
8015-Add item for pedestrian diversion with detour signs- longitudinal dividers and M4-9aR signs with left and right arrows were placed in the closed WB lane at STA22+50-25+25-Requested by the City due to the broken sidewalk and the safety of pedestrians and bicyclists
8016-Add item for 12" DIP (Ductile Iron Pipe)-Replace section of existing DIP water main STA35+16.00, 21.15Lt-34+55.00, 21.21 Lt. Replacement needed due to the 4" valve on the west end of the replacement was leaking and then capped before construction started. The replacement area per plan was set to have multiple valves, a hydrant, a new 8" main and a new 2" service stop box installed all within approx. 71LF. DIP restrained joint was used due to the multiple joints and connections in the 71LF.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8013	Two extra 48x48 signs	LS	1.00	\$ 440.00	\$ 440.00
8014	Extra signs w/plaques and drums w/rings	LS	1.00	\$ 2,272.00	\$ 2,272.00
8015	Pedestrian diversion	LS	1.00	\$ 5,087.00	\$ 5,087.00
8016	12" Ductile Iron Pipe	LF	71.00	\$ 162.00	\$ 11,502.00
					\$ -

Change Order Number: 4 makes the following adjustments to the Contract:

\$ 19,301.00

Contractor Accepted: Reilly Construction Co., Inc.

Firm Name
 Jared Blodgett
 Digitally signed by Jared Blodgett
 DN: cn=Jared Blodgett, o=Reilly Construction Co., ou=Reilly Construction, email=jared.blodgett@reillyconstruction.com, c=US
 Date: 2022.10.17 11:04:30 -0500

Signature

10-7-22

Date

Engineer Approved: Foth Infrastructure & Environment, LLC.

Firm Name
 Bradley D. Hopkey
 Digitally signed by Bradley D. Hopkey
 DN: cn=Bradley D. Hopkey, o=Foth Infrastructure & Environment, LLC, ou=Foth Infrastructure & Environment, email=bradley.hopkey@fothinfrastructure.com, c=US
 Date: 2022.10.17 14:28:07 -0500

Signature

10/07/2022

Date

Owner Accepted: City of Ankeny

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 5,156,005.75
1	June 2, 2021	\$ 17,318.00
2	September 20, 2021	\$ 9,129.00
3	April 18, 2022	\$ 11,578.00
4	September 22, 2022	\$ 19,301.00
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Revised Contract Amount \$ 5,213,331.75



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 \$546,415.68 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:

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 Payment #6



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 10/17/22 **PAYMENT REQUEST #** 6
From: 09/04/22 **through:** 10/01/22

Contract Summary

Original Contract Amount: \$ 3,996,224.75
Net change by Change Orders: \$ 15,184.80
Contract Amount to Date: (line 1 ± 2) \$ 4,011,409.55

Total completed and stored to date: \$ 2,183,111.60
Retainage: 5 % of Completed Work: \$ 109,155.58
Total Earned less Retainage: \$ 2,073,956.02
Less previous applications for payment: \$ 1,527,540.34
SUBTOTAL \$ 546,415.68

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

CURRENT PAYMENT DUE \$ 546,415.68

Balance to finish, including retainage: \$ 1,937,453.53

Contract Time Remaining (If applicable) 36.0 WORKING DAYS

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.
Firm Name

[Signature] 10.6.22
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

[Signature] 10/07/2022
Signature Date

City of Ankeny Staff Approval *[Signature]* 10/07/22
Signature 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	162	\$ 2,916.00	1460	1622	\$ 29,196.00	1,622	50.00%
2.03	2010-E	Excavation, Class 10	CY	7,125		7,125	\$ 10.00	\$ 71,250.00	356	\$ 3,560.00	5700	6056	\$ 60,560.00	1,069	85.00%
2.04	2010-G	Subgrade Preparation, 6 Inch Depth	SY	14,836		14,836	\$ 2.50	\$ 37,090.00		\$ -	12779	12779	\$ 31,947.50	2,057	86.14%
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	190	\$ 2,470.00	13021	13211	\$ 171,743.00	2,316	85.08%
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	0.6	0.7	\$ 3,500.00	0	70.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	\$ 1,500.00	\$ 1,500.00	0.1	\$ 150.00	0.6	0.7	\$ 1,050.00	0	70.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448		448	\$ 60.00	\$ 26,880.00		\$ -	338	338	\$ 20,280.00	110	75.45%
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	24	\$ 2,640.00	8	32	\$ 3,520.00	100	24.24%
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		\$ -	0	0	\$ -	8	0.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440		440	\$ 20.00	\$ 8,800.00	306	\$ 6,120.00	68	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	747	\$ 8,964.00	2176	2923	\$ 35,076.00	230	92.71%
4.08	4040-C	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1		1	\$ 500.00	\$ 500.00		\$ -	0	0	\$ -	1	0.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	\$ 350.00	\$ 13,300.00		\$ -	24	24	\$ 8,400.00	14	63.16%
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		\$ -	1241	1241	\$ 14,892.00	617	66.79%
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		\$ -	0	0	\$ -	1	0.00%
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		\$ -	1	1	\$ 500.00	3	25.00%
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	1	\$ 500.00	1	50.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -	1	1	\$ 1,500.00	1	50.00%
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		\$ -	3	3	\$ 10,500.00	1	75.00%
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		\$ -	0	0	\$ -	1	0.00%
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		\$ -	0	0	\$ -	1	0.00%
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		\$ -	4	4	\$ 16,000.00	2	66.67%
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		\$ -	0	0	\$ -	3	0.00%
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	4718.6	\$ 377,488.00	4390.4	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	0.4	0.5	\$ 8,000.00	1	50.00%
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	\$ 12.00	\$ 25,068.00	455.2	\$ 5,462.40	780.2	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		\$ -	38	38	\$ 2,280.00	229	14.23%
7.11	7030-E	Sidewalk, PCC, 5 Inch Depth	SY	990		990	\$ 50.00	\$ 49,500.00		\$ -	305	305	\$ 15,250.00	685	30.81%
7.12	7030-E	Sidewalk, PCC, 4 Inch Depth	SY	809		809	\$ 50.00	\$ 40,450.00		\$ -	0	0	\$ -	809	0.00%
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		\$ -	23	23	\$ 1,265.00	392	5.54%
7.15	7030-H-1	Driveway, Paved, PCC, 7 Inch Depth	SY	808		808	\$ 80.00	\$ 64,640.00	496.3	\$ 39,704.00	311.7	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		\$ -	829	829	\$ 16,580.00	2,632	23.95%
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		\$ -	0.5	0.5	\$ 127,500.00	1	50.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1		1	\$ 6,000.00	\$ 6,000.00		\$ -	0.2	0.2	\$ 1,200.00	1	20.00%
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	0.2	\$ 10,000.00	0.5	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		\$ -	0	0	\$ -	2,660	0.00%
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		\$ -	0	0	\$ -	1	0.00%
8.19	8999-B	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	0	0	\$ -	3	0.00%
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		\$ -	0	0	\$ -	1	0.00%
8.26	8999-C	Fiber Hub Cabinet, 12" Riser	LS	1		1	\$ 950.00	\$ 950.00		\$ -	0	0	\$ -	1	0.00%
8.27	8999-D	Traffic Signs, Removals and Installation	LS	1		1	\$ 20,000.00	\$ 20,000.00		\$ -	0.3	0.3	\$ 6,000.00	1	30.00%
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	3	\$ 600.00	30	33	\$ 6,600.00	5	86.84%
9.09	9040-T-2	Inlet Protection Device, Maintenance	EA	76		76	\$ 40.00	\$ 3,040.00		\$ -	0	0	\$ -	76	0.00%
9.10	9072-A	Combined Concrete Sidewalk and Retaining Wall	CY	39		39	\$ 450.00	\$ 17,550.00		\$ -	0	0	\$ -	39	0.00%
11.01	11,020-A	Mobilization	LS	1		1	\$ 280,000.00	\$ 280,000.00	0.4	\$ 112,000.00	0.6	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	0.5	0.6	\$ 6,000.00	0	60.00%
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		\$ -		0	\$ -	4	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 4,011,409.55

\$ 575,174.40

\$ 2,183,111.60

54.42%

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
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TOTAL \$ 1,527,540.34
Please update Payment Application Sheet

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Record of Change Orders

#	Date	Amount
1	9/19/2022	\$ 12,964.80
2	10/17/2022	\$ 2,220.00
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20		
TOTAL		\$ 15,184.80

Contract Time Remaining:

	WORKING DAYS
CONTRACT PERIOD:	
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	3
Contract Time to Date:	107.0
Time Used to Date:	75%
Contract Time Remaining:	25%



October 7, 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. 6
CHANGE ORDER NO. 2
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 6 includes work completed between September 4, 2022, and October 1, 2022. The Contractor's work through this period includes subdrain, paving half of Stage 1D mainline pavement, and driveway entrances. We recommend payment of \$546,415.68 to the Contractor, Absolute Concrete Construction, Inc., for work completed through October 1, 2022. 54.4% of the total contract work has been completed and 107 of the 143 working days (75%) have been charged through the pay application. We anticipate the Contractor to complete Stage 1D paving during the month of October.

Change Order No. 2 includes temporary pedestrian push buttons for N Ankeny Boulevard and 36th Street intersection. We recommend approval of change order no. 2 in the amount of \$2,220.00

Please contact me should you have any questions on this partial payment application. We will be in attendance at the October 17, 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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$55,354.09 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 #5

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 **Finance Project #** 48% 658.4452
52% 695.3695.4453 52% 695.4453
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: January 18, 2022 **Vendor #** 4997

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: September 4, 2022 Through: October 1, 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:	\$	439,009.46	
Retainage: 5 % of Completed Work:	\$	21,950.47	
Total Earned less Retainage:	\$	417,058.99	
Less previous applications for payment:	\$	361,704.90	
SUBTOTAL	\$		55,354.09

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 55,354.09

Balance to finish, including retainage: \$ 1,432,218.79

Contract Time Remaining (If applicable) 73.00 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: 10.4.22

Engineer / Consultant Approval: JEO Consulting Group
Signature: [Signature] Firm Name: JEO Consulting Group Date: 10/5/2022

City of Ankeny Staff Approval:
Signature: Becky Ford Date: 10/06/2022

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

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK	LS	1.00										
2.02	CLEARING AND GRUBBING	LS	1.00		1.00	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	1.00	\$ 15,000.00	0.00	100.00%
2.03	TOPSOIL, OFF-SITE	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -	0.00	\$ -	316.00	0.00%
2.04	EXCAVATION, CLASS 10	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -	250.00	\$ 6,250.00	342.00	42.23%
2.05	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00		\$ -	405.00	\$ 1,620.00	5,151.00	7.29%
2.06	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00		\$ -	0.00	\$ -	1,389.00	0.00%
2.07	SUBBASE, MODIFIED	SY	5,556.00		5,556.00	\$12.00	\$ 66,672.00		\$ -	405.00	\$ 4,860.00	5,151.00	7.29%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.08	\$ 400.00	0.92	8.00%
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$5,000.00	\$ 5,000.00		\$ -	0.25	\$ 1,250.00	0.75	25.00%
4.01	SEWERS AND DRAINS	LF	1,249.00	(1,249.00)	0.00	\$95.00	\$ -		\$ -	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		\$ -	18.00	\$ 1,026.00	86.00	17.31%
4.03	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00		\$ -	39.00	\$ 4,134.00	1,210.00	3.12%
4.04	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30		\$ -	24.00	\$ 5,828.40	(6.00)	133.33%
4.05	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -	464.00	\$ 13,920.00	791.00	36.37%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -	1.00	\$ 550.00	2.00	33.33%
4.08	REMOVAL OF STORM SEWER, RCP, DIA. EQUAL TO OR LESS THAN 18 IN.	LF	99.00		99.00	\$15.00	\$ 1,485.00		\$ -	40.00	\$ 600.00	59.00	40.40%
4.09	FOOTING DRAIN COLLECTOR/SUBDRAN, CORRUGATED PVC, 8 IN. DIA.	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30		\$ -	10.00	\$ 267.00	2,389.00	0.42%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$60.00	\$ 120.00		\$ -	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	\$ -	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	\$ -	36.00	0.00%
5.01	WATER MAINS AND APPURTENANCES	LF	1,253.00		1,253.00	\$40.00	\$ 50,120.00	420.00	\$ 16,800.00	0.00	\$ -	833.00	33.32%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -	0.00	\$ -	1.00	0.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -	0.00	\$ -	1.00	0.00%
5.04	FITTING, UNION, 6" X 6"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -	0.00	\$ -	1.00	0.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -	0.00	\$ -	2.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00	2.00	\$ 1,100.00	0.00	\$ -	0.00	100.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	0.00	\$ -	18.00	0.00%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -	0.00	\$ -	18.00	0.00%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00	87.00	\$ 1,957.50	87.00	\$ 1,957.50	1,169.00	6.93%
5.10	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -	852.00	\$ 13,632.00	2,096.00	28.90%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00		\$ -	1.00	\$ 1,725.00	4.00	20.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -	0.00	\$ -	3.00	0.00%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00		\$ -	2.00	\$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -	0.00	\$ -	1.00	0.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00	1.00	\$ 250.00	1.00	\$ 250.00	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	\$ 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	\$ 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	\$ 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	\$ 14,150.00	0.00	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00		\$ -	0.50	\$ 14,550.00	3.50	12.50%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	\$14,550.00	\$ 58,200.00		\$ -	1.00	\$ 14,550.00	3.00	25.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -	0.00	\$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$250.00	\$ 1,000.00		\$ -	3.00	\$ 750.00	1.00	75.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	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	\$ 1,400.00	2.00	50.00%
7.01	STREETS AND RELATED WORK	SY	4,677.00		4,677.00	\$80.00	\$ 374,160.00		\$ -	405.00	\$ 32,400.00	4,272.00	8.66%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -	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	\$ 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	\$ 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	\$ 8,827.50	(0.50)	100.94%
7.06	DETECTABLE WARNINGS, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -	96.00	\$ 4,800.00	(9.00)	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -	0.00	\$ -	950.00	0.00%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00		\$ -	1647.00	\$ 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	\$ 1,000.00	0.90	10.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

TRAFFIC CONTROL									
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96			18.96	\$350.00	\$ 6,636.00	
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96			18.96	\$150.00	\$ 2,844.00	
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00			1.00	\$20,000.00	\$ 20,000.00	
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20.00			20.00	\$100.00	\$ 2,000.00	
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8.00			8.00	\$300.00	\$ 2,400.00	
SITE WORK AND LANDSCAPING									
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60			0.60	\$750.00	\$ 450.00	
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60			0.60	\$2,400.00	\$ 1,440.00	
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200.00			200.00	\$8.00	\$ 1,600.00	
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.20			1.20	\$3,500.00	\$ 4,200.00	
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16.00			16.00	\$200.00	\$ 3,200.00	
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4.00			4.00	\$100.00	\$ 400.00	
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48.00			48.00	\$40.00	\$ 1,920.00	
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2.00			2.00	\$150.00	\$ 300.00	
MISCELLANEOUS									
11.01	MOBILIZATION	LS	1.00			1.00	\$150,000.00	\$ 150,000.00	
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00			1.00	\$6,200.00	\$ 6,200.00	
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944.00			944.00	\$20.00	\$ 18,880.00	
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4.00			4.00	\$2,500.00	\$ 10,000.00	
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00			1.00	\$3,000.00	\$ 3,000.00	
11.06	ORANGE MESH SAFETY FENCE	LS	1.00			1.00	\$20,000.00	\$ 20,000.00	
CHANGE ORDER ITEMS									
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, A-2000, 15 IN DIA	LF	0.00	1,249.00		1,249.00	\$ 117.20	\$ 146,382.80	
12.02	SANITARY SEWER SERVICE, A-2000, 4"	LF	0.00	1,044.00		1,044.00	\$ 70.22	\$ 73,309.68	
12.03	4020-D - REMOVAL OF STORM SEWER, RCP, 36 IN, DIA.	LF	0.00	32.00		32.00	\$ 38.85	\$ 1,243.20	
12.04	6010-H - REMOVE MAHOLE, STORM SEWER	EA	0.00	1.00		1.00	\$ 999.00	\$ 999.00	
12.05	REMOVAL OF CONCRETE STRUCTURE-EQUIPMENT/LABOR	HR	0.00			0.00	\$ 1,443.00	\$ -	
12.06	REMOVAL OF CONCRETE STRUCTURE-TRUCKING/DISPOSAL	HR	0.00			0.00	\$ 166.50	\$ -	
12.07	DISPOSAL OF CONCRETE STRUCTURE	LS	0.00			0.00	\$ -	\$ -	

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 1,849,277.78 PAY PERIOD = \$ 58,267.46

COMPLETED = \$ 439,009.46

23.74%

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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 361,704.90

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:	87.0
Working Days Remaining:	73.0



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #5 in the amount of \$13,143.00 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 #5

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 #: 6 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: August 1, 2022 Through: August 31, 2022

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	127,100.00	
Total completed and stored to date:	\$	74,001.72	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	74,001.72	
Less previous applications for payment:	\$	60,858.72	
SUBTOTAL	\$		13,143.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,143.00

Balance to finish, including retainage: \$ 53,098.28

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Signature

Date

October 3, 2022

City of Ankeny Staff Approval:

Signature

Date

Submit to:

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

E-mail:

dclark@Ankenylowa.gov

Phone:

(515) 963-3529

Fax:

(515) 963-3535

Date Printed: 10/10/2022

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
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Previous Applications for Payment

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TOTAL \$ 60,858.72

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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

Invoice

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

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

September 26, 2022

Project No: 0022A004.00

Invoice No: 79916

City of Ankeny
220 West First Street
Ankeny, IA 50023

Invoice Total USD 13,143.00

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through August 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	11.50	186.00	2,139.00
Lead Project Engineer	6.50	196.00	1,274.00
Project Engineer II	11.00	158.00	1,738.00
Staff Engineer II	41.00	130.00	5,330.00
Technician VI	2.00	141.00	282.00
Technician III	20.00	114.00	2,280.00
Project Administrator II	1.00	100.00	100.00
Totals	93.00		13,143.00
Total Labor			13,143.00

Billing Limits	Current	Prior	To-Date
Total Billings	13,143.00	60,858.72	74,001.72
Limit			127,100.00
Remaining			53,098.28

Total This Invoice USD 13,143.00



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 \$111,456.85 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 #1

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: October 17, 2022 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: September 6, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	\$	915,737.43	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	915,737.43	
Total completed and stored to date:	\$	117,323.00	
Retainage: 5 % of Completed Work:	\$	5,866.15	
Total Earned less Retainage:	\$	111,456.85	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	111,456.85	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 111,456.85

Balance to finish, including retainage: \$ 804,280.58

Contract Time Remaining (If applicable) 63.50 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: Grimes Asphalt and Paving Corporation

Signature:

Date: 9/30/22

Engineer / Consultant Approval:

JEO Consulting Group

Signature:

Date: 10/4/2022

City of Ankeny Staff Approval:

Signature:

Date: 10/5/2022

Submit to: Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@AnkenyIowa.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)	UNIT	QUANTITY PROPOSED	QUANTITY CHANGED BY CHANGE ORDER	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THRU PAY PERIOD	TOTAL VALUE THRU PAY PERIOD	TOTAL QUANTITY THRU PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETE WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	ACRE	0.04		0.04	\$34,125.00	\$1,365.00	0.04	\$1,365.00		0.04	\$1,365.00	0.00	100.00%
2	CLEARING AND GRUBBING	UNIT	3		3.00	\$455.00	\$1,365.00	3.00	\$1,365.00		3.00	\$1,365.00	0.00	100.00%
3	EXCAVATION & FILL, CONTRACTOR FURNISHED	CY	1813		1,813.00	\$16.35	\$29,648.55	1,813.00	\$29,648.55		1,813.00	\$29,648.55	0.00	100.00%
4	EXCAVATION CLASS 1C, ROADWAY AND BORROW	CY	1607		1,607.00	\$16.50	\$26,515.50	1,607.00	\$26,515.50		1,607.00	\$26,515.50	0.00	100.00%
5	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2019		2,019.00	\$12.00	\$24,228.00	1,610.00	\$19,320.00	1,610.00	1,610.00	\$19,320.00	1,409.00	80.00%
6	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1607		1,607.00	\$16.50	\$26,515.50	300.00	\$4,950.00	300.00	3,150.00	\$51,465.00	1,507.00	16.67%
7	MODIFIED SUBBASE	CY	8492		8492.00	\$23.50	\$197,482.00	3	\$70.50		6.00	\$141.00	8486.00	0.00%
8	GRAVELLAR SHOULDERS, TYPE B	TON	517		517.00	\$45.00	\$23,265.00	3	\$70.50		6.00	\$141.00	511.00	0.00%
9	SHOULDER FILLING, EARTH	STA	3.6		3.60	\$945.00	\$3,402.00	3	\$70.50		6.00	\$141.00	3.54	0.00%
10	EXCAVATION CLASS 1C, ROADWAY	CY	53		53.00	\$22.35	\$1,178.55	3	\$70.50		6.00	\$141.00	50.00	0.00%
11	REMOVAL OF CURB	STA	3.6		3.60	\$1,472.00	\$5,299.20	3.60	\$5,299.20		3.60	\$5,299.20	0.00	100.00%
12	PAVEMENT RECONSTRUCTION	SY	4593		4,593.00	\$25.00	\$114,825.00	3	\$70.50		6.00	\$141.00	4,587.00	0.00%
13	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1		1.00	\$2,500.00	\$2,500.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
14	HOT MIX ASPHALT HOT TRAFFIC, BASE COURSE, 3/4 IN. MAX	TON	1563.5		1,563.50	\$45.00	\$70,357.50	3	\$70.50		6.00	\$141.00	1,557.50	0.00%
15	HOT MIX ASPHALT HOT TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MAX	TON	663.7		663.70	\$45.00	\$29,861.50	3	\$70.50		6.00	\$141.00	657.70	0.00%
16	HOT MIX ASPHALT HOT TRAFFIC, SURFACE COURSE, 1/2 IN. MAX, NO SPECIAL PROVISIONS	TON	856		856.00	\$45.00	\$38,520.00	3	\$70.50		6.00	\$141.00	853.00	0.00%
17	ASPH. BINDER, PG 58 28, 1 1/2 IN. TRAFFIC	TON	169.3		169.30	\$55.40	\$9,378.62	3	\$70.50		6.00	\$141.00	166.30	0.00%
18	GRAVELLAR DRIVEWAY, CLASS A CRUSHED STONE	TON	19		19.00	\$55.00	\$1,045.00	3	\$70.50		6.00	\$141.00	16.00	0.00%
19	ASPH. BINDER, 2 1/2 IN. MAX	EACH	8		8.00	\$3,612.50	\$28,900.00	3	\$70.50		6.00	\$141.00	5.00	0.00%
20	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DRAINAGE 24 IN.	EACH	2		2.00	\$3,675.00	\$7,350.00	3	\$70.50		6.00	\$141.00	2.00	0.00%
21	CULVERT, LOW CLEARANCE CONCRETE, EQUIVALENT DRAINAGE 24 IN.	LF	42		42.00	\$1,362.50	\$57,225.00	3	\$70.50		6.00	\$141.00	42.00	0.00%
22	MANHOLE, STORM SEWER, 60-60	EACH	1		1.00	\$5,300.00	\$5,300.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
23	INTAKE, 60-60	EACH	1		1.00	\$4,300.00	\$4,300.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
24	INTAKE, 60-60, 30 IN.	EACH	2		2.00	\$3,350.00	\$6,700.00	3	\$70.50		6.00	\$141.00	2.00	0.00%
25	MANHOLE, ADJUSTMENT, 60 IN. DIA.	EACH	1		1.00	\$1,950.00	\$1,950.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
26	SUBURBAN, LONG-TERM, 60-60, 60 IN. DIA.	LF	2345		2,345.00	\$12.25	\$28,718.75	3	\$70.50		6.00	\$141.00	2,342.00	0.00%
27	SUBURBAN, 60-60, 60 IN.	EACH	1		1.00	\$525.00	\$525.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
28	SUBURBAN, 60-60, 60 IN.	EACH	15		15.00	\$577.50	\$8,662.50	3	\$70.50		6.00	\$141.00	14.00	0.00%
29	STORM SWRG. MANHOLE, RCP 1000, 24"	LF	258		258.00	\$94.50	\$24,381.00	3	\$70.50		6.00	\$141.00	255.00	0.00%
30	STORM SWRG. MANHOLE, RCP 1000, 30"	LF	6		6.00	\$3,160.00	\$18,960.00	3	\$70.50		6.00	\$141.00	3.00	0.00%
31	REMOVE STORM SEWER PIPE LEAST 10' FROM FOM TO 34 IN.	LF	261		261.00	\$21.00	\$5,481.00	3	\$70.50		6.00	\$141.00	258.00	0.00%
32	EXHONERED FASID	SY	127		127.00	\$5.25	\$666.75	3	\$70.50		6.00	\$141.00	124.00	0.00%
33	EXHONERED STONE	TON	60		60.00	\$45.00	\$2,700.00	3	\$70.50		6.00	\$141.00	57.00	0.00%
34	REMOVAL OF PAVEMENT	SY	688.5		688.50	\$11.00	\$7,573.50	358.50	\$3,943.50	688.50	688.50	\$7,573.50	0.00	100.00%
35	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	1		1.00	\$1,050.00	\$1,050.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
36	REMOVAL OF SIDEWALK	SY	61.7		61.70	\$12.35	\$761.56	3	\$70.50		6.00	\$141.00	61.70	0.00%
37	SIDEWALK, P.O. CONCRETE, 6 IN.	SY	293.3		293.30	\$26.00	\$7,625.80	3	\$70.50		6.00	\$141.00	290.30	0.00%
38	REMOVIL K. P.O. CONCRETE, 6 IN.	SY	52.1		52.10	\$12.00	\$625.20	3	\$70.50		6.00	\$141.00	52.10	0.00%
39	DETECTABLE MARKINGS	SF	64		64.00	\$6.00	\$384.00	3	\$70.50		6.00	\$141.00	64.00	0.00%
40	DRIVEWAY, P.O. CONCRETE, 6 IN.	SY	508.3		508.30	\$12.00	\$6,099.60	3	\$70.50		6.00	\$141.00	508.30	0.00%
41	REMOVAL OF PAVED DRIVEWAY	SY	680.5		680.50	\$11.00	\$7,485.50	680.50	\$7,485.50		680.50	\$7,485.50	0.00	100.00%
42	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	3		3.00	\$211.00	\$633.00	1.00	\$211.00	1.00	211.00	\$211.00	2.00	33.33%
43	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	112		112.00	\$16.00	\$1,792.00	3	\$70.50		6.00	\$141.00	112.00	0.00%
44	TYPE A SIGNS, SHEET ALUMINUM	SF	34		34.00	\$32.00	\$1,088.00	3	\$70.50		6.00	\$141.00	34.00	0.00%
45	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	56.32		56.32	\$24.75	\$1,393.92	3	\$70.50		6.00	\$141.00	56.32	0.00%
46	PAINTED PAVEMENT MARKINGS, DURABLE	STA	60.93		60.93	\$55.00	\$3,351.15	3	\$70.50		6.00	\$141.00	60.93	0.00%
47	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	6		6.00	\$158.00	\$948.00	3	\$70.50		6.00	\$141.00	6.00	0.00%
48	PAVEMENT MARKINGS REMOVED	STA	53.62		53.62	\$12.00	\$643.44	3	\$70.50		6.00	\$141.00	53.62	0.00%
49	GROOVES CUT FOR PAVEMENT MARKINGS	STA	49.51		49.51	\$37.00	\$1,831.87	3	\$70.50		6.00	\$141.00	49.51	0.00%
50	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	6		6.00	\$105.00	\$630.00	3	\$70.50		6.00	\$141.00	6.00	0.00%
51	TRAFFIC CONTROL	LS	1		1.00	\$3,300.00	\$3,300.00	6.13	\$20,115.00	6.13	6.13	\$20,115.00	0.87	13.66%
52	PORTABLE CONING MESSAGE SIGN (POMS)	COAY	20		20.00	\$158.00	\$3,160.00	15.00	\$2,370.00	15.00	35.00	\$5,530.00	5.00	25.00%
53	MODIFICATION	LS	1		1.00	\$4,550.00	\$4,550.00	0.30	\$1,365.00	0.30	27.2100	\$27.2100	0.70	2.5900%
54	TRAFFIC CONTROL SIGN	LS	1		1.00	\$3,300.00	\$3,300.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
55	VALVE BOX AND JUNCTION, 60 IN.	EACH	1		1.00	\$3,315.00	\$3,315.00	3	\$70.50		6.00	\$141.00	1.00	0.00%
56	FIRE HYDRANT ADJUSTMENT	EACH	3		3.00	\$1,875.00	\$5,625.00	3	\$70.50		6.00	\$141.00	3.00	0.00%
57	TEMPORARY ACCESS DRIVE	LS	1		1.00	\$14,700.00	\$14,700.00	0.50	\$7,350.00	0.50	7.3500	\$7,350.00	0.50	50.00%
58	PORTLAND CEMENT CONCRETE PAVEMENT WORK, 10.5 IN.	SY	392.6		392.60	\$23.00	\$9,029.80	3	\$70.50		6.00	\$141.00	392.60	0.00%
59	IRACHIO, BONDED FIBER MATRIX	ACRE	3.2		3.20	\$2,850.00	\$9,120.00	3	\$70.50		6.00	\$141.00	3.20	0.00%
60	SEEDING AND FERTILIZING (RURAL)	ACRE	1.6		1.60	\$1,100.00	\$1,760.00	3	\$70.50		6.00	\$141.00	1.60	0.00%
61	STABILIZED CROP - SEEDING AND FERTILIZING	ACRE	1.6		1.60	\$158.00	\$252.80	3	\$70.50		6.00	\$141.00	1.60	0.00%
62	SALT FENCE	LF	1589		1,589.00	\$1.00	\$1,589.00	3	\$70.50		6.00	\$141.00	1,586.00	0.00%
63	SALT FENCE FOR DITCH CHECKS	LF	409		409.00	\$1.00	\$409.00	3	\$70.50		6.00	\$141.00	406.00	0.00%
64	REMOVAL OF SALT FENCE OR SALT FENCE FOR DITCH CHECKS	LF	1950		1,950.00	\$1.00	\$1,950.00	3	\$70.50		6.00	\$141.00	1,947.00	0.00%
65	REMOVE AND SLOPE SLOPE CONTROL DEVICE, 12 IN. DIA.	LF	60		60.00	\$3.00	\$180.00	3	\$70.50		6.00	\$141.00	60.00	0.00%
66	REMOVAL OF REMOVE AND SLOPE SLOPE CONTROL DEVICE, 12 IN. DIA.	LF	60		60.00	\$3.00	\$180.00	3	\$70.50		6.00	\$141.00	60.00	0.00%
67	GRATE INTAKE SEDIMENT FILTER BAG	EACH	1		1.00	\$211.00	\$211.00	1.00	\$211.00		1.00	\$211.00	0.00	100.00%
68	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	2		2.00	\$37.00	\$74.00	3	\$70.50		6.00	\$141.00	2.00	0.00%
69	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1		1.00	\$30.00	\$30.00	3	\$70.50		6.00	\$141.00	1.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 615,737.41 PAY PERIOD = \$ 117,533.00

COMPLETION = \$ 117,533.00

12.01%

Delivered 3/3/2022



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 \$73,920.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank 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: NW Irvinedale Elevated Storage Tank
Contractor: HDR Engineering, Inc.
Address: 300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823
Finance Budget Code: 611.3611.4210 **Finance Project #** 611.4210
Vendor Project or Invoice #: 10345779 **PO #**
Original Contract Date: June 6, 2022 **Vendor #** 3452

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: August 28, 2022 Through: September 24, 2022

Contract Summary

Original Contract Amount:	\$	462,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	462,000.00	
Total completed and stored to date:	\$	175,560.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	175,560.00	
Less previous applications for payment:	\$	101,640.00	
SUBTOTAL	\$		73,920.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 73,920.00

Balance to finish, including retainage: \$ 286,440.00

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: HDR Engineering, Inc.

Firm Name

Signature Date 9/27/2022

City of Ankeny Staff Approval:

Signature Date 9/28/22

Submit to: Don Clark, P.E.

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	\$ 23,100.00
2	August 4, 2022	\$ 23,100.00
3	September 1, 2022	\$ 55,440.00
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Previous Applications for Payment

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TOTAL \$ 101,640.00

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



Invoice

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

Reference Invoice Number with Payment

HDR Invoice No. 1200464877
Invoice Date 28-Sep-2022
Invoice Amount Due \$73,920.00
Payment Terms Net 30

City of Ankeny
Don Clark, P.E.
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Remit to PO Box 74008202
Chicago, IL 60674-8202
Wire transfer to Bank of America ML US
ABA #081000032
Account# 355004076604

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services

From: 28-Aug-2022 To: 24-Sep-2022

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	\$462,000.00	38.00%	\$175,560.00	\$101,640.00	\$73,920.00
	\$462,000.00		\$175,560.00	\$101,640.00	\$73,920.00

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



Monthly Progress Report

Date: Friday, September 30, 2022

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Mark Duben, P.E.

Subject: Monthly Progress Report for September 2022

Activities of the Previous Months

Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

- 1 – Team management and project control – Ongoing
 - 2 – Project planning – Completed
 - 3 – Project initiation meeting and site investigation visit – Completed
 - 4 – Background data – Completed
 - 5 – Monthly progress invoices – Ongoing
 - 6 – Monthly progress reports – Ongoing
 - 7 – Quality control activities – Ongoing
- Overall Task 1 – 61% Completed**

Task 2 – Survey

Overall Task 2 – 100% Completed

Task 3 – Geotechnical Investigation and Recommendations

Overall Task 3 – 100% Completed

Task 4.1 – Preliminary Design

- 1 – EST design – Completed
 - 2 – Civil/Site design – Completed
 - 3 – Opinion of probable construction cost – Completed
 - 4 – Permitting summary – Completed
 - 5 – Preliminary design QC review – Completed
 - 6 – Preliminary design submittal – Completed
- Overall Task 4.1 – 83% Completed**

Task 6 – Base Water Distribution System Modeling for EST Design

- 1 – Model update to support final sizing of EST – Completed
 - 2 – Draft TM – Completed
 - 3 – Draft TM QC review – Completed
 - 4 – Draft TM submittal – Completed
- Overall Task 6 – 90% Completed**



Task 4.2 – Final Design

- 1 – EST 90% design – Initiated
- 2 – Civil/Site 90% design – Initiated
- Overall Task 4.2 – 5% Completed

Overall Project – 38% Completed

Planned Activities for the Next Month

Task 1 – Project Management

- 1 – Team management and project control – Ongoing
- 5 – Monthly progress invoices – Ongoing
- 6 – Monthly progress reports – Ongoing
- 7 – Quality control activities – Ongoing

Task 4.1 – Preliminary Design

- 7 – Preliminary design review meeting – To be completed

Task 4.2 – Final Design

- 1 – EST 90% design drawings – Ongoing
- 2 – Civil/Site 90% design drawings – Ongoing
- 3 – EST 90% specifications – Ongoing
- 4 – Civil/Site 90% specifications – Ongoing

Task 6 – Base Water Distribution System Modeling for EST Design

- 5 – Draft TM review meeting – To be completed

Task 7 – Additional Water Distribution System Modeling and Updated CIP

- 1 – Updated model used to develop updated CIP – To be completed
- 2 – Draft TM – To be completed
- 3 – Draft TM QC review – To be completed
- 4 – Draft TM submittal – To be completed
- 5 – Draft TM review meeting – To be completed

Meetings

Meetings Completed

- 6/9/22 Project Initiation Meeting and Site Investigation Visit

Meetings Upcoming

- 10/5/22 Task 6 TM Review Meeting
- 10/5/22 50% Design Documents Review Meeting
- 10/28/22 Task 7 TM Review Meeting
- 11/18/22 90% Design Documents Review Meeting
- 12/9/22 100% Design Documents Review Meeting
- 12/23/22 Master Plan Review Meeting

Critical/Outstanding Issues None



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$65,290.75 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.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Oralabor Gateway Trail-SW State Street Underpass and
SW Oralabor Road & SW State Street Safety Improvements

Contractor: HR Green, Inc.

Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131

Finance Budget Code: 50%: 988.3988.4210 **Finance Project #** 50%: 988.4210
50%: 998.3998.4210 50%: 998.4210

Vendor Project or Invoice #: N/A **PO #** N/A

Original Contract Date: February 7, 2022 **Vendor #** 5531

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 5

PAYMENT PERIOD: From: July 30, 2022 Through: August 26, 2022

Contract Summary

Original Contract Amount:	\$	372,200.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	372,200.00	
Total completed and stored to date:	\$	-	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	-	
Less previous applications for payment:	\$	210,737.76	
SUBTOTAL	\$		65,290.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 65,290.75

Balance to finish, including retainage: \$ 96,171.49

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.
Firm Name

Signature Date September 27, 2022

City of Ankeny Staff Approval:
Signature Date 10/4/2022

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

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 45,993.75
2	June 6, 2022	\$ 69,475.00
3	August 15, 2022	\$ 59,151.51
4	October 3, 2022	\$ 36,117.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 210,737.76

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



Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
1-800-728-7805

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

September 26, 2022
Project No: 210345.01
Invoice No: 155952
Invoice Total: \$65,290.75

Project 210345.01 Ankeny, IA - Oralabor Gateway Trail and SW State Street

Professional Services Through August 26, 2022

Phase 01.00 Project Management

Professional Personnel

	Hours	Amount
Senior Professional	6.00	1,567.50
Professional	16.00	2,460.00
Junior Professional	1.00	100.00
Admin Coordinator	7.50	750.00
Totals	30.50	4,877.50
Total Labor		4,877.50

Total this Phase \$4,877.50

Phase 03.00 Utility Coordination

Professional Personnel

	Hours	Amount
Professional	7.50	1,125.00
Totals	7.50	1,125.00
Total Labor		1,125.00

Total this Phase \$1,125.00

Phase 09.00 Final Design

Professional Personnel

	Hours	Amount
Senior Professional	30.75	7,063.75
Professional	114.50	17,185.00
Junior Professional	188.75	21,115.00
Senior Technician	11.00	1,485.00
Operators/Interns	63.50	5,080.00
Totals	408.50	51,928.75
Total Labor		51,928.75

Total this Phase \$51,928.75

Phase 11.00 Water Main Design

Professional Personnel

	Hours	Amount
Principal	8.50	2,167.50
Professional	3.00	450.00

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	210345.01	Ankeny, IA - Oralabor Gateway Trail and			Invoice	155952
	Junior Professional	39.50			4,742.00	
	Totals	51.00			7,359.50	
	Total Labor					7,359.50
			Total this Phase			\$7,359.50
Billing Limits		Current	Prior	To-Date		
	Total Billings	65,290.75	210,737.76	276,028.51		
	Limit			372,200.00		
	Remaining			96,171.49		
			Total this Invoice			<u>\$65,290.75</u>



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

▷ HRGREEN.COM

September 27, 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 - Oralabor Gateway Trail and SW State Street
HRG Project No. 210345.01
Contract date: February 7, 2022

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 #	155952
Period covered by invoice	7/30/22 – 8/26/22
Amount this invoice	\$65,290.75
Total billings to date, including this invoice	\$276,028.51
Contract maximum fee	\$372,200.00
% of Contract billed to date	74.16%

Summary of services during this billing period:

- Coordination with utility companies
- Modeling, earthwork, and quantities
- Continue to further design with traffic signals, box, and retaining walls
- Water main relocation design and sheeting
- Preparing and finalizing Check Plans for city review

Comments:

- None at this time

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.

Ryan Simbro, P.E.



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 \$80,157.06 (for invoice #2-080206) to Hydro-Klean, LLC for construction services on the 2022 CIPP Lining 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: 2022 CIPP Lining Project
Contractor: Hydro-Klean, LLC
Address: 333 NW 49th Place, Des Moines, IA 50313
Finance Budget Code: 650.3650.4452 Finance Project #: 650.4452
Vendor Project or Invoice #: PO #
Original Contract Date: March 21, 2022 Vendor #: 11208

Date of Council Meeting: October 17, 2022 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: June 11, 2022 Through: October 7, 2022

Contract Summary

Original Contract Amount:	\$ 684,132.40	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 684,132.40	
Total completed and stored to date:	\$ 125,073.93	
Retainage: 5 % of Completed Work:	\$ 6,253.70	
Total Earned less Retainage:	\$ 118,820.23	
Less previous applications for payment:	\$ 38,663.17	
SUBTOTAL		\$ 80,157.06

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 80,157.06

Balance to finish, including retainage: \$ 565,312.17

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: Hydro-Klean, LLC

Signature: Jennifer Eaton Firm Name: Date: 10/11/2022

Engineer / Consultant Approval: City of ANKENY Dev. Engineering Firm Name:

Signature: Date: 10/11/22

City of Ankeny Staff Approval:

Signature: Date: 10/11/22

Submit to: Mark Valmore, P.E. - Civil Engineer II
E-mail: mvalmore@Ankenylowa.gov Phone: (515) 963-3537 Fax: (515) 963-3537

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					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
TRENCH EXCAVATION AND BACKFILL														
3.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
3.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
SEWERS AND DRAINS														
4.01	8" CIPP LINING	LF	24,275.00		24,275.00	\$ 26.44	\$ 641,831.00	3,191.22	\$ 84,375.86	\$ 1,439.98	4,631.20	\$ 122,448.93	19,643.80	19.08%
4.02	10" CIPP LINING	LF	457.00		457.00	\$ 30.20	\$ 13,801.40		\$ -		0.00	\$ -	457.00	0.00%
4.03	BUILDING SANITARY SERVICE RECONNECTION	EA	465.00		465.00	\$ 50.00	\$ 23,250.00		\$ -		0.00	\$ -	465.00	0.00%
4.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
WATER MAINS AND APPURTENANCES														
5.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
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5.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
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6.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
STREETS AND RELATED WORK														
7.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.06					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.07					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.08					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.09					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
7.10					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
TRAFFIC CONTROL														
8.01	TRAFFIC CONTROL	LS	1.00		1.00	\$ 5,250.00	\$ 5,250.00		\$ -	\$ 0.50	0.50	\$ 2,625.00	0.50	50.00%
8.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
8.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
SITE WORK AND LANDSCAPING														
9.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
DEMOLITION														
10.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
MISCELLANEOUS														
11.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
11.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
CHANGE ORDER ITEMS														
12.01					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 684,132.40

PAY PERIOD = \$ 84,375.86

COMPLETED = \$ 125,073.93

18.28%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 38,663.17
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 38,663.17

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	<u>0.0</u>



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 \$116,007.32 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Pavement Preservation Program 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: 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: October 17, 2022 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: September 1, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	\$	356,049.20	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	356,049.20	
Total completed and stored to date:	\$	366,375.28	
Retainage: 5 % of Completed Work:	\$	18,318.76	
Total Earned less Retainage:	\$	348,056.51	
Less previous applications for payment:	\$	232,049.19	
SUBTOTAL	\$		116,007.32

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 116,007.32

Balance to finish, including retainage: \$ 7,992.69

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 Rhinehart
Signature

10/5/2022
Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

10/5/2022
Date

Submit to: Jim Haberichter, P.E. - Civil Engineer II
E-mail: JHaberichter@AnkenyIowa.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, SELF-LEVEL Casing	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		220.00	\$ 151.56	\$ 33,343.20	31.76	\$ 4,813.55	220.00	251.76	\$ 38,156.75	(31.76)	114.44%
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		4,900.00	\$ 34.31	\$ 168,119.00	201.26	\$ 6,905.23	4,410.00	4,611.26	\$ 158,212.33	288.74	94.11%
7.04	Partial Depth Patches, PCC, Iowa DOT Class A or B Patching Material	SF	325.00		325.00	\$ 50.00	\$ 16,250.00	70.10	\$ 3,505.00	290.00	360.10	\$ 18,005.00	(35.10)	110.80%
7.05	Crack and Joint Cleaning and Filling, Hot Pour	LF	30,275.00		30,275.00	\$ 2.60	\$ 78,715.00	35,742.00	\$ 92,929.20		35,742.00	\$ 92,929.20	(5,467.00)	118.06%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Waterborne	LF	300.00		300.00	\$ 13.20	\$ 3,960.00	300.00	\$ 3,960.00		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	0.25	\$ 3,750.00	0.75	1.00	\$ 15,000.00	0.00	100.00%
8.03	Portable Dynamic Message Sign (PDMS)	CDAY	25.00		25.00	\$ 110.00	\$ 2,750.00		\$ -	20.00	20.00	\$ 2,200.00	5.00	80.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 25,000.00	\$ 25,000.00	0.25	\$ 6,250.00	0.75	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 = \$ 356,049.20 PAY PERIOD = \$ 122,112.98

COMPLETED = \$ 366,375.28

102.90%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 19, 2022	\$ 232,049.19
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Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
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PREVIOUS PAY APP TOTAL = \$ 232,049.19

Record of Change Orders

No.	Date	Amount
1		
2		
3		
4		
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19		
20		

CHANGE ORDER TOTAL = \$ -

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)



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 \$12,172.54 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Street Patching Program 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: 2022 PCC Street Patching Program
Contractor: Iowa Civil Contracting, Inc.
Address: 1106 3rd Sreet, Victor, IA 52347
Finance Budget Code: 963.3963.4451 **Finance Project #** 963.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 21, 2022 **Vendor #** 9633

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: September 1, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	\$	990,232.52	
Net change by Change Orders:	\$	(7,237.20)	
Contract Amount to Date: (line 1 ± 2)	\$	982,995.32	
Total completed and stored to date:	\$	982,995.32	
Retainage: 5 % of Completed Work:	\$	49,149.77	
Total Earned less Retainage:	\$	933,845.55	
Less previous applications for payment:	\$	921,673.01	
SUBTOTAL	\$		12,172.54

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 12,172.54

Balance to finish, including retainage: \$ 49,149.77

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: Iowa Civil Contracting, Inc.
Firm Name

Mark Rhinchart
Signature

10/6/22
Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

10/10/2022
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
EARTHWORK														
2.01	Below Grade Excavation (Core Out)	CY	100.00	(100.00)	0.00	\$ 89.74	\$ -		\$ -		0.00	\$ -	0.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, SELF-LEVEL@ Casting	EA	2.00		2.00	\$3,500.00	\$ 7,000.00		\$ -	2.00	2.00	\$ 7,000.00	0.00	100.00%
6.02	Manhole Adjustment, Storm, Minor, SELF-LEVEL@ Casting	EA	1.00		1.00	\$3,500.00	\$ 3,500.00		\$ -	1.00	1.00	\$ 3,500.00	0.00	100.00%
6.03	Intake Adjustment, Minor	EA	21.00	(1.00)	20.00	\$2,500.00	\$ 50,000.00	2.00	\$ 5,000.00	18.00	20.00	\$ 50,000.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	2,176.00		2,176.00	\$102.86	\$ 223,823.36		\$ -	2,176.00	2,176.00	\$ 223,823.36	0.00	100.00%
7.02	Removal of Sidewalk	SY	70.00		70.00	\$20.00	\$ 1,400.00		\$ -	70.00	70.00	\$ 1,400.00	0.00	100.00%
7.03	Sidewalk, PCC, Class C, 4" Thick	SY	14.00		14.00	\$100.00	\$ 1,400.00		\$ -	14.00	14.00	\$ 1,400.00	0.00	100.00%
7.04	Sidewalk, PCC, Class C, 5" Thick	SY	28.00		28.00	\$120.00	\$ 3,360.00		\$ -	28.00	28.00	\$ 3,360.00	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	28.00		28.00	\$125.00	\$ 3,500.00		\$ -	28.00	28.00	\$ 3,500.00	0.00	100.00%
7.06	Detachable Walkways, Galvanized Steel	SF	32.00		32.00	\$65.00	\$ 2,080.00		\$ -	32.00	32.00	\$ 2,080.00	0.00	100.00%
7.07	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	232.00		232.00	\$125.00	\$ 29,000.00		\$ -	232.00	232.00	\$ 29,000.00	0.00	100.00%
7.08	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	407.00	14.00	421.00	\$130.32	\$ 54,864.72		\$ -	421.00	421.00	\$ 54,864.72	0.00	100.00%
7.09	Full Depth Patches, PCC, Class C-SUD, 9" Thick, NIGHT WORK	SY	1,448.00	198.00	1,646.00	\$213.46	\$ 351,355.16		\$ -	1,646.00	1,646.00	\$ 351,355.16	0.00	100.00%
7.10	Full Depth Patches, PCC, Class M (5 Hour), 9" Thick	SY	711.00	(202.00)	509.00	\$232.48	\$ 118,332.32		\$ -	509.00	509.00	\$ 118,332.32	0.00	100.00%
7.11	Removal of Pavement	SY	2,176.00		2,176.00	\$16.06	\$ 34,946.56		\$ -	2,176.00	2,176.00	\$ 34,946.56	0.00	100.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Durable	STA	8.0	0.77	8.77	\$390.00	\$ 2,894.10	6.27	\$ 2,069.10	2.50	8.77	\$ 2,894.10	0.00	100.00%
8.02	Painted Symbols and Legends, Durable	EA	1		1.00	\$305.00	\$ 305.00		\$ -	1.00	1.00	\$ 305.00	0.00	100.00%
8.03	Grooves Cut for Pavement Markings	STA	8.0	0.77	8.77	\$330.00	\$ 2,894.10	6.27	\$ 2,069.10	2.50	8.77	\$ 2,894.10	0.00	100.00%
8.04	Grooves Cut for Symbols and Legends	EA	1		1.00	\$305.00	\$ 305.00		\$ -	1.00	1.00	\$ 305.00	0.00	100.00%
8.05	Temporary Traffic Control	LS	1		1.00	\$40,000.00	\$ 40,000.00		\$ -	1.00	1.00	\$ 40,000.00	0.00	100.00%
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20		20.00	\$138.00	\$ 2,760.00		\$ -	20.00	20.00	\$ 2,760.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20		0.20	\$7,875.00	\$ 1,575.00	0.20	\$ 1,575.00		0.20	\$ 1,575.00	0.00	100.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.20		0.20	\$10,500.00	\$ 2,100.00	0.20	\$ 2,100.00		0.20	\$ 2,100.00	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$34,000.00	\$ 34,000.00		\$ -	1.00	1.00	\$ 34,000.00	0.00	100.00%
11.02	Maintenance of Pestal Service	LS	1.00		1.00	\$1,000.00	\$ 1,000.00		\$ -	1.00	1.00	\$ 1,000.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$2,000.00	\$ 2,000.00		\$ -	1.00	1.00	\$ 2,000.00	0.00	100.00%
11.04	Concrete Washout	LS	1.00		1.00	\$2,000.00	\$ 2,000.00		\$ -	1.00	1.00	\$ 2,000.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Rebuild Intake	LS	0.00	1.00	1.00	\$ 6,600.00	\$ 6,600.00		\$ -	1.00	1.00	\$ 6,600.00	0.00	100.00%
12.02			0.00		0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 982,995.32 PAY PERIOD = \$ 12,813.20

COMPLETED = \$ 982,995.32

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 18, 2022	\$ 305,054.65
2	August 15, 2022	\$ 189,014.83
3	September 19, 2022	\$ 427,603.53
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Previous Applications for Payment

No.	Date	Amount
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31		
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Record of Change Orders

No.	Date	Amount
1	August 15, 2022	\$ 6,600.00
2	October 17, 2022	\$ (13,837.20)
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CHANGE ORDER TOTAL = \$ (7,237.20)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 27, 2022

Substantial Completion

Contract Working Days:	35-Delaware; 30-Michael/Chaparral; 10 Uehlammar; 10 W 1st; 5 NW 9th
Added by Change Order:	0.0
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	

Full Completion

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

PREVIOUS PAY APP TOTAL = \$ 921,673.01



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 \$95,665.00 to Iowa Signal, Inc., for construction services on the SE Delaware Ave Fiber Optic Connection 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 #1



Project Title: SE Delaware Ave Fiber Optic Connection
Contractor: Iowa Signal, Inc.
Address: 3711 SE Capitol Cir, Grimes, IA 50111
Finance Budget Code: 965.3965.4456 Finance Project Code: 965.4456
Vendor Project or Invoice #: PO #
Original Contract Date: April 18, 2022 Vendor #: 644

Date of Council Meeting: 10/17/22 PAYMENT REQUEST # 1
From: 04/18/22 through: 09/30/22

Contract Summary

Original Contract Amount: \$ 116,053.50
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 116,053.50

Total completed and stored to date: \$ 100,700.00
Retainage: 5 % of Completed Work: \$ 5,035.00
Total Earned less Retainage: \$ 95,665.00
Less previous applications for payment: \$ -
SUBTOTAL \$ 95,665.00

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

CURRENT PAYMENT DUE \$ 95,665.00

Balance to finish, including retainage: \$ 20,388.50

Contract Time Remaining (If applicable) N/A WORKING DAYS

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

Construction Contractor Approval: Iowa Signal, Inc.
Firm Name

Wayne Lesley
Signature

10/5/22
Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name

Andrew Houchin, P.E.
Signature

Andrew Houchin, P.E.

10/5/22
Date

City of Ankeny Staff Approval
Signature: Leslie Hart
Date: 10/5/22

Submit to: Leslie Hart
Email: LHart@ankenyiowa.gov Phone: 515-963-3548 Fax: 515-963-3548

CONTRACT PRICE DETAIL

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	Value This Pay Period	Total Quantity (from Previous Pay Period)	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
1	TYPE III - 24" x 30" PPE-CAST POLYMER-CONCRETE HANDHOLE	EACH	4.0		4.0	\$ 1,850.00	\$ 7,400.00	4	\$ 7,400.00		4	\$ 7,400.00	-	100.00%
2	INSTALL TWO (2) FIBER OPTIC CABLES 56 CT 5M (CITY FURNISHED)	LIN FT	6,300		6,300	\$ 1.50	\$ 9,450.00	6055	\$ 9,097.50		6055	\$ 9,097.50	235	96.27%
3	INSTALL ONE (1) FIBER OPTIC CABLE 24 CT 5M (CITY FURNISHED)	LIN FT	260		260	\$ 1.50	\$ 390.00	260	\$ 390.00		260	\$ 390.00	-	100.00%
4	2" HDPE CONDUIT, BORED (BLUE)	LIN FT	5,250		5,250	\$ 15.25	\$ 80,062.50	5250	\$ 80,062.50		5250	\$ 80,062.50	-	100.00%
5	SPLICE	EACH	144		144	\$ 50.00	\$ 7,200.00		\$ -		0	\$ -	144	0.00%
6	SPLICE CASE	EACH	2		2	\$ 500.00	\$ 1,000.00		\$ -		0	\$ -	2	0.00%
7	FIBER ENCLOSURE, 4 PANEL CAPACITY, CCH-02U	EACH	1		1	\$ 454.00	\$ 454.00		\$ -		0	\$ -	1	0.00%
8	FIBER ENCLOSURE, 1 PANEL CAPACITY, SFH-01P	EACH	1		1	\$ 263.00	\$ 263.00		\$ -		0	\$ -	1	0.00%
9	CCH PANEL, 12 CT, CCH-CP12-A9-P013H	EACH	1		1	\$ 654.00	\$ 654.00		\$ -		0	\$ -	1	0.00%
10	CCH CASSETTE, 12 CT, CCH-CS12-A9-P004E	EACH	6		6	\$ 555.00	\$ 3,330.00		\$ -		0	\$ -	6	0.00%
11	CCH CASSETTE, 12 CT, CCH-CS12-A9-P004E	EACH	1		1	\$ 660.00	\$ 660.00		\$ -		0	\$ -	1	0.00%
12	MOBILIZATION	LS	1		1	\$ 2,500.00	\$ 2,500.00	0.5	\$ 1,250.00		0.5	\$ 1,250.00	1	50.00%
13	TRAFFIC CONTROL	LS	1		1	\$ 2,500.00	\$ 2,500.00	1	\$ 2,500.00		1	\$ 2,500.00	-	100.00%
Change Order														
TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE							\$ 116,053.50		\$ 100,700.00			\$ 100,700.00		86.77%

Previous Applications for Payment

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	COMPLETION DATE
Original Contract Date:	April 18, 2022
Start Date:	April 18, 2022
Contract Working Days	N/A
Added by Change Order:	N/A
Contract Time to Date:	N/A
Time Used to Date:	N/A
Contract Time Remaining:	N/A
Completion Date	November 30, 2022



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #24 in the amount of \$6,036.98 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek 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 #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Four Mile Drive RCB Culvert for Deer Creek
Contractor: Kirkham Michael & Associates, Inc.
Address: 11021 Aurora Ave. Urbandale, Iowa 50322
Finance Budget Code: 955.3955.4210 **Finance Project Code:** 955.4210
Vendor Project or Invoice #: 88373 **PO #**
Original Contract Date: September 5, 2017 **Vendor #** 908

Date of Council Meeting 10/17/2022 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: 08/19/22 through: 09/16/22

Contract Summary

Original Contract Amount:	\$ 67,395.00	
Net change by Change Orders:	\$ 148,470.00	
Contract Amount to Date: (line 1 ± 2)	\$ 215,865.00	
Total completed and stored to date:	\$ 168,609.76	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 168,609.76	
Less previous applications for payment:	\$ 162,572.78	
SUBTOTAL		\$ 6,036.98

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

CURRENT PAYMENT DUE \$ 6,036.98

Balance to finish, including retainage: \$ 47,255.24

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval: Kirkham Michael & Associates, Inc.

Firm Name

Signature 9/30/2022 Date

City of Ankeny Staff Approval

Signature 9/30/22 Date

Submit to: Don Clark, P.E.

Email: dclark@ankenyiowa.gov Phone: 515-963-3520 Fax: 515-963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2017	\$ 2,047.50
2	1/2/2018	\$ 4,500.00
3	2/5/2018	\$ 15,540.00
4	4/2/2018	\$ 12,662.50
5	5/7/2018	\$ 2,725.00
6	11/19/2018	\$ 2,617.88
7	4/15/2019	\$ 1,350.00
8	5/6/2019	\$ 6,809.38
9	8/17/2020	\$ 2,530.00
10	10/5/2020	\$ 1,326.22
11	11/2/2020	\$ 6,569.83
12	12/7/2020	\$ 5,205.00
13	1/4/2021	\$ 8,515.00
14	2/1/2021	\$ 3,790.00
15	3/15/2021	\$ 4,457.50
16	6/21/2021	\$ 740.00
17	8/2/2021	\$ 370.00
18	9/20/2021	\$ 3,942.50
19	10/18/2021	\$ 5,632.50
20	12/6/2021	\$ 7,160.00
21	6/20/2022	\$ 36,645.47
22	7/18/2022	\$ 7,442.98
23	9/6/2022	\$ 19,993.52
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TOTAL \$ 162,572.78

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Record of Change Orders

#	Date	Amount
1	8/17/2020	\$ 22,985.00
2	7/6/2021	\$ 12,840.00
3	3/7/2022	\$ 112,645.00
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TOTAL		\$ 148,470.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	September 5, 2017
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



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

INVOICE

Invoice Number: 66223
Date: September 22, 2022
Project Number: 1709615

City of Ankeny

Attn: Adam Lust
220 W First Street
Ankeny, IA 50023-1557

Ankeny NE Four Mile Dr Culvert PE

For Professional Services Rendered Through: September 16, 2022

Work Completed during this reporting period:
Construction observation
Engineer site visits

Work anticipated during the next reporting period:
Punchlist completion
Project finalization and closeout

Maximum Allowable	\$215,865.00
Previously Billed	\$162,572.78
Current Invoice Amount	\$6,036.98
Remaining Contract	\$47,255.24

Professional Services

	Hours	Rate	Amount
Klinker, Daniel J - Assistant Construction Observer	1.00	85.00	\$85.00
Putz, Andrew J - Associate Engineer	11.00	140.00	\$1,540.00
Reneker, Steven B - Engineering Manager	12.00	195.00	\$2,340.00
Richards, Danielle E - Assistant Construction Observer	19.50	95.00	\$1,852.50
	43.50		\$5,817.50

Reimbursable Expenses

	Qty	Unit Rate	Amount
Company Truck	159.00	.62	\$98.58
Company Truck	195.00	.62	\$120.90
Totals			\$219.48
			\$219.48

Invoice Total	\$6,036.98
----------------------	-------------------

September 30, 2022

Don Clark, P.E.
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50023-1557

Subject: NE Four Mile Drive RCB Culvert for Deer Creek
KM Projects: 1709615

Dear Mr. Clark,

Submitted herewith are invoices 66223 for work conducted on this project from August 19, 2022 through September 16, 2022.

During this period we have completed the following work:

- Construction Observation
- Engineer site visits

Anticipated work to be completed during the next period:

- Punchlist completion
- Engineer site visits
- Project finalization and closeout
 - **Awaiting silt fence placement and final establishment**

Please contact me if you have questions regarding this submittal or need further information.

Sincerely yours,
KIRKHAM MICHAEL



Greg Cabalka, P.E.
GDC/gdc
encl. Invoice



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 \$38,657.50 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 #7

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: 10/17/2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: August 27, 2022 Through: September 24, 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:	\$	288,744.52	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	288,744.52	
Less previous applications for payment:	\$	250,087.02	
SUBTOTAL	\$	38,657.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 38,657.50

Balance to finish, including retainage: \$ 96,255.48

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

September 29, 2022

Date

City of Ankeny Staff Approval:

Signature

Date

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
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 250,087.02

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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

September 28, 2022
Project No: 0000211008-010
Invoice No: 141647
Due Date: October 28, 2022

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

Professional Services from August 28, 2022 to September 24, 2022

Phase	500	Final Design
Task	501	Final Design and Plans

	Hours	Rate	Amount	
Engineer I	45.50	125.00	5,687.50	
Engineer II	93.00	155.00	14,415.00	
Engineering Technician I	1.50	115.00	172.50	
Project Manager II	10.00	230.00	2,300.00	
Totals	150.00		22,575.00	
Total Labor				22,575.00
			Total this Task	\$22,575.00

Task	512	Traffic Signal Design		
		Hours	Rate	Amount
Engineer I		29.50	125.00	3,687.50
Engineer III		32.50	185.00	6,012.50
Project Manager II		1.50	230.00	345.00
	Totals	63.50		10,045.00
	Total Labor			10,045.00
			Total this Task	\$10,045.00
			Total this Phase	\$32,620.00

Phase	700	Survey Services		
Task	712	Acquisitions Plats and Legal Description		
		Hours	Rate	Amount
Professional Land Surveyor		1.50	170.00	255.00
Project Manager II		1.00	230.00	230.00
Totals		2.50		485.00
Total Labor				485.00
			Total this Task	\$485.00

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	141647
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Total this Phase \$485.00

Phase	850	Project Management and Coordination
Task	851	Project Management and Coordination

	Hours	Rate	Amount
Engineer II	9.50	155.00	1,472.50
Project Manager II	15.00	230.00	3,450.00
Totals	24.50		4,922.50
Total Labor			4,922.50

Total this Task \$4,922.50

Total this Phase \$4,922.50

Phase	900	Additional Services
Task	953	Sign Foundation Design

	Hours	Rate	Amount
Engineer IV	1.00	285.00	285.00
Project Manager II	1.50	230.00	345.00
Totals	2.50		630.00
Total Labor			630.00

Total this Task \$630.00

Total this Phase \$630.00

Phase	950	Subconsultants and Fees
-------	-----	-------------------------

Total this Phase 0.00

	Current	Prior	To-Date
Total Billings	38,657.50	250,087.02	288,744.52
Contract Limit (not-to-exceed)			385,000.00
Contract Limit Remaining			96,255.48
Total Due this Invoice			\$38,657.50

September 29, 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. 7
MEC Project No. 2110008-010

Dear Mr. Haberichter:

This is the seventh progress report for the above referenced project and covers work through September 24, 2022. Work related to this project through this period includes final design and development of the final plans, utility coordination and relocation reviews, subsurface utility investigation and surveying, sports complex sign design, acquisition plats revisions and submittal, and project administration.

We are currently working on development of the 95% check plans, utility relocation coordination, and revisions to the fiber optics relocation design once we receive comments from the City. The 95% check plans will be submitted on October 24, 2022 with comments from the City on the check plans by November 7, 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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 \$23,008.75 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 #3

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: October 17, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: August 28, 2022 Through: September 24, 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:	\$	44,421.75	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	44,421.75	
Less previous applications for payment:	\$	21,413.00	
SUBTOTAL	\$	23,008.75	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 23,008.75

Balance to finish, including retainage: \$ 58,178.25

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

September 28, 2022

Date

City of Ankeny Staff Approval:

Signature

Date

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
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 21,413.00

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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

September 28, 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. 3
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the third progress report for the above referenced project and covers work through September 24, 2022. Work related to this project through this period includes preliminary design, development of the preliminary plans, and project administration.

We have submitted the preliminary plans to the City and look forward to receiving comments back before continuing with the check plan design.

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

September 28, 2022
Project No: 2022000919-000
Invoice No: 141643
Due Date: October 28, 2022

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes
Professional Services from August 28, 2022 to September 24, 2022

Phase 400 Preliminary Design

	Hours	Rate	Amount	
Project Manager I	16.00	185.00	2,960.00	
Engineer I	35.75	125.00	4,468.75	
Engineer II	22.50	155.00	3,487.50	
Engineering Technician II	62.50	135.00	8,437.50	
Totals	136.75		19,353.75	
Total Labor				19,353.75
			Total this Phase	\$19,353.75

Phase 850 Project Management and Coordination

	Hours	Rate	Amount	
Engineer II	8.00	155.00	1,240.00	
Project Manager II	10.50	230.00	2,415.00	
Totals	18.50		3,655.00	
Total Labor				3,655.00
			Total this Phase	\$3,655.00

	Current	Prior	To-Date	
Total Billings	23,008.75	21,413.00	44,421.75	
Contract Limit (not-to-exceed)			102,600.00	
Contract Limit Remaining			58,178.25	
			Total Due this Invoice	\$23,008.75



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 \$7,989.25 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 #6

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: 17.3% 694.3694.4210
82.6% 696.6966.4210
Finance Project # 17.3% 694.4210
82.6% 696.4210
Vendor Project or Invoice #: 3690 51774
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: October 17, 2022
PAYMENT REQUEST # 6
PAYMENT PERIOD: From: August 1, 2022 Through: August 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:	\$	133,829.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	133,829.25	
Less previous applications for payment:	\$	125,840.00	
SUBTOTAL	\$		7,989.25

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 7,989.25

Balance to finish, including retainage: \$ 89,540.75

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

September 26, 2022

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Becky Ford, P.E., CFM - Stormwater & Environmental Manager

E-mail: bford@Ankenylowa.gov Phone: (515) 963-3526 Fax: (515) 963-3526

September 23, 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 #51774 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. WFPO coordination
4. Iowa River Restoration Toolbox analyses
5. Coordination with Iowa Department of Natural Resources
6. 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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 125,840.00

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



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$5,036.52 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 #5

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: October 17, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: September 1, 2022 Through: October 2, 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:	\$	32,011.00	
Retainage: 5 % of Completed Work:	\$	1,600.55	
Total Earned less Retainage:	\$	30,410.45	
Less previous applications for payment:	\$	25,373.93	
SUBTOTAL	\$		5,036.52

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 5,036.52

Balance to finish, including retainage: \$ 8,314.55

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
Firm Name
Signature: Anne Mino Date: 10/6/2022

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

City of Ankeny Staff Approval:
Signature: Becky Ford Date: 10/06/2022

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
SW 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 SPRINGEARLY SUMMER 2022	Ea.	900		900.00	\$ 6.00	\$ 5,400.00	168.00	\$ 705.60	732.00	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	0.00%
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	\$ 480.00		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 SPRINGEARLY 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	\$ 408.00		3.40	\$ 408.00	0.00	100.00%
2.6	TRIM AROUND BIOSWALES	Ea.	15		15.00	\$ 45.00	\$ 675.00	1.00	\$ 45.00	9.00	10.00	\$ 450.00	5.00	66.67%
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 SPRINGEARLY 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	\$ 204.00		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 SPRINGEARLY 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	\$ 624.00		5.20	\$ 624.00	0.00	100.00%
4.6	TRIM AROUND BIOSWALES	Ea.	12		12.00	\$ 45.00	\$ 540.00		\$ -	8.00	8.00	\$ 360.00	4.00	66.67%
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	\$ 780.00		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	\$ 144.00		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	\$ 600.00		5.00	\$ 600.00	0.00	100.00%
7.5	PLANT BY COUNT, IN SPRINGEARLY 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	\$ 650.00	\$ 650.00		\$ -	1.00	1.00	\$ 650.00	0.00	100.00%
12.2	Deer Creek - Spring Spot Spray	LS			1.00	\$ 325.00	\$ 325.00		\$ -	1.00	1.00	\$ 325.00	0.00	100.00%
12.3	Deer Creek - Fall Spot Spray	LS			1.00	\$ 325.00	\$ 325.00	1.00	\$ 325.00		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
12.4	PSB - Late Spring Mow	LS		1.00	1.00	\$ 250.00	\$ 250.00		\$ -		0.00	\$ -	1.00	0.00%
12.5	PSB - Summer Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00		\$ -		0.00	\$ -	1.00	0.00%
12.6	PSB - Fall Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00		\$ -		0.00	\$ -	1.00	0.00%
12.7	PSB - Fall Over Seed	LS		1.00	1.00	\$ 975.00	\$ 975.00		\$ -		0.00	\$ -	1.00	0.00%
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	\$ 105.00	0.00	100.00%
12.11	Summerbrook Park - Fall Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00	1.00	\$ 165.00		1.00	\$ 165.00	0.00	100.00%
12.12	Summerbrook Park - Limestone Edger Reset	LS		1.00	1.00	\$ 350.00	\$ 350.00		\$ -	1.00	1.00	\$ 350.00	0.00	100.00%
12.13	WV, First St & Ivyredale Bioswale - Winter Mow	LS		1.00	1.00	\$ 205.00	\$ 205.00		\$ -	1.00	1.00	\$ 205.00	0.00	100.00%
12.14	WV, First St & Ivyredale 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	WV, First St & Ivyredale Bioswale - Spring Mow	LS		1.00	1.00	\$ 100.00	\$ 100.00		\$ -	1.00	1.00	\$ 100.00	0.00	100.00%
12.16	WV, First St & Ivyredale Bioswale - Plants	Ea.		20.00	20.00	\$ 6.00	\$ 120.00		\$ -	20.00	20.00	\$ 84.00	0.00	100.00%
12.17	WV, First St & Ivyredale Bioswale - Fall Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00	1.00	\$ 65.00		1.00	\$ 65.00	0.00	100.00%
12.18	WV, First St & Ivyredale Bioswale - Trim Around	Ea.		3.00	3.00	\$ 45.00	\$ 135.00		\$ -	2.00	2.00	\$ 90.00	1.00	66.67%
12.19	SW 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	SW 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	SW 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	SW 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	SW Magazine Bioswales - Excavate & Repair	LS		1.00	1.00	\$ 1,000.00	\$ 1,000.00		\$ -		0.00	\$ -	1.00	0.00%
12.24	SW Magazine Bioswales - Chemical & Hand Weeding	LS		1.00	1.00	\$ 875.00	\$ 875.00		\$ -	1.00	1.00	\$ 875.00	0.00	100.00%
12.25	SW Magazine Bioswales - Additional Plugs	Ea		180.00	180.00	\$ 6.00	\$ 1,080.00		\$ 756.00		180.00	\$ 756.00	0.00	100.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK							CONTRACT = \$ 38,725.00	PAY PERIOD = \$ 180.00	\$ 5,301.60	COMPLETED = \$ 32,011.00				82.66%

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	
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 25,373.93

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

city of
Ankeny
bringing it all together

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

Purpose of Change Order:

Additional work added to contract to maintain native vegetation areas and best management practices.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7.6	Horizon Park - Trim Around Planting Beds	Ea	(24)	\$ 45.00	\$ (1,080.00)
12.25	SW Magazine Bioswales - Additional Plugs	Ea	180	\$ 6.00	\$ 1,080.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order Number: 4 makes the following adjustments to the Contract:					\$ -

Change Order Number: 4 makes the following adjustments to the Contract:

Contractor Accepted: RedBud LLC
Chris Mingo Firm Name 10/6/2022
 Signature Date

Engineer Approved: _____

 Signature Becky Ford Firm Name _____ Date 10/6/2022

Owner Accepted: _____ City of Ankeny _____

Signature Title

Date

Attest for Owner:

Signature	Title
	Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 27,195.00
1	April 18, 2022	\$ 4,630.00
2	June 20, 2022	\$ 6,900.00
3	September 19, 2022	\$ -
4	October 17, 2022	\$ -
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount	\$ 38,725.00
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ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of \$294,391.33. 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 #15

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: October 17, 2022 **PAY REQUEST #** 15

PAYMENT PERIOD From: September 1, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	\$	5,156,005.75	
Net change by Change Orders:	\$	57,826.00	
Contract Amount to Date: (line 1 ± 2)	\$	5,213,831.75	
Total completed and stored to date:	\$	4,477,775.41	
Retainage: 0% of Completed Work:	\$	30,000.00	(\$30,000.00 max)
Total Earned less Retainage:	\$	4,447,775.41	
Less previous applications for payment:	\$	4,153,384.09	
SUBTOTAL			\$ 294,391.33
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 294,391.33

Balance to finish, including retainage: \$ 765,556.34

Contract Time Remaining (If applicable): 124 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.
Firm Name

Signature: Jared Blodgett
 Date: 10-7-22

Engineer / Consultant Approval: Foth Infrastructure & Environment, LLC
Firm Name

Signature: Bradley D. Hopkey
 Date: 10/07/2022

City of Ankeny Staff Approval:
 Signature: Adam L. Lust
 Date: 10/07/22

Submit to: Adam Lust, PE | Public Works Engineering Manager
E-mail: ALust@AnkenyIowa.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 15

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(645)-\$5-77	
Contract Date:	12/15/2020	
Original Contract Amount:	\$5,156,005.75	
Notice to Proceed Date:		
Estimated Completion Date:	9/24/2022	
Pay Period:	9/1/2022	to 9/30/2022
Pay Application Number:	15	
Date:	10/1/2022	
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(645)-\$5-77

BID ITEMS

Completed (%)

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
1	2101-0850002	CLEARING AND GRUBBING	UNIT	628.0		\$55.00	\$34,540.00	\$0.00	628.4	0.0	\$34,287.00	\$0.00	\$34,287.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	598.0		\$15.00	\$7,620.00	\$0.00	578.0	0.0	\$8,670.00	\$0.00	\$8,670.00
3	2102-2710080	EXCAVATION, CLASS 10, WASTE	CY	7512.0		\$15.00	\$112,680.00	\$0.00	8134.0	0.0	\$122,010.00	\$0.00	\$122,010.00
4	2105-4425005	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	595	\$50.00	\$182,700.00	\$28,250.00	3345.2	565.0	\$167,250.00	\$28,250.00	\$195,500.00
6	2123-7450020	SHOULDER FISHING, EARTH	STA	134.00		\$125.00	\$16,750.00	\$0.00	95.00	0.00	\$11,875.00	\$0.00	\$11,875.00
7	2213-6745500	REMOVAL OF CURB	STA	20.80		\$600.00	\$12,480.00	\$0.00	21.00	0.00	\$12,600.00	\$0.00	\$12,600.00
8	2301-1033070	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		\$61.00	\$82,655.00	\$0.00	1274.9	0.0	\$77,770.12	\$0.00	\$77,770.12
9	2301-1033080	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,317.0		\$61.00	\$202,337.00	\$0.00	2184.5	0.0	\$133,254.50	\$0.00	\$133,254.50
10	2301-1033090	STANDARD/SUP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,380.0	\$58.00	\$786,480.00	\$186,620.00	14056.7	3380.0	\$815,287.44	\$186,622.32	\$1,011,909.76
11	2301-6811722	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	0.87	0.00	\$1,425.00	\$0.00	\$1,425.00
12	2301-7000110	PAY ADJ JD-PCC PAVT THICKNESS	EACH	16,850.0		\$1.00	\$16,850.00	\$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	2312-9200051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		\$35.00	\$13,475.00	\$0.00	38.5	0.0	\$1,362.50	\$0.00	\$1,362.50
15	2401-6745354	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	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1		\$2,500.00	\$2,500.00	\$0.00	1	0	\$2,500.00	\$0.00	\$2,500.00
17	2455-0130148	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
18	2455-0140160	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
19	2455-0140172	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
20	2455-0140186	MANHOLE, STORM SEWER, SW-401, 86 IN	EACH	1		\$14,500.00	\$14,500.00	\$0.00	1	0	\$14,500.00	\$0.00	\$14,500.00
21	2455-0140300	MANHOLE, STORM SEWER, SW-403 (7X7)	EACH	1		\$17,400.00	\$17,400.00	\$0.00	1	0	\$17,400.00	\$0.00	\$17,400.00
22	2455-0140400	MANHOLE, STORM SEWER, SW-404 (7X7)	EACH	1		\$25,000.00	\$25,000.00	\$0.00	1	0	\$25,000.00	\$0.00	\$25,000.00

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 (%)
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	
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		\$9,600.00	\$38,400.00	\$0.00	4	0	\$38,400.00	\$0.00	\$38,400.00	Y
28	2435-0250810	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	2435-0250810	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		\$2,800.00	\$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 G-MAIN, TRENCHED, RCP 2000D, 12"	LF	56.0		\$135.00	\$7,560.00	\$0.00	46.0	0.0	\$6,210.00	\$0.00	\$6,210.00	
37	2503-0114215	STORM SWR G-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 G-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 G-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 G-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 G-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 G-MAIN, TRENCHED, RCP 2000D, 42"	LF	323.0		\$185.00	\$59,755.00	\$0.00	326.0	0.0	\$60,300.00	\$0.00	\$60,300.00	Y
43	2503-0114248	STORM SWR G-MAIN, TRENCHED, RCP 2000D, 48"	LF	642.0		\$215.00	\$138,030.00	\$0.00	640.0	0.0	\$138,030.00	\$0.00	\$138,030.00	
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	2503-0200041	STORM SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,358		\$35.00	\$82,530.00	\$0.00	2180	0	\$76,300.00	\$0.00	\$76,300.00	
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0		\$75.00	\$10,500.00	\$0.00	178.0	0.0	\$13,350.00	\$0.00	\$13,350.00	
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	2504-0200036	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	195		\$35.00	\$6,825.00	\$0.00	522	0	\$18,270.00	\$0.00	\$18,270.00	
50	2504-0200036	REMOVE 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	2510-0745850	REMOVAL OF PAVEMENT	SY	20125.0		\$2.00	\$40,250.00	\$0.00	19481.1	0.0	\$38,962.20	\$0.00	\$38,962.20	
52	2510-0750000	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	45.0		\$1,250.00	\$56,250.00	\$0.00	47.0	0.0	\$58,750.00	\$0.00	\$58,750.00	
53	2511-6745900	REMOVAL OF SIDEWALK	SY	4446.0		\$3.00	\$13,338.00	\$0.00	4376.7	0.0	\$13,130.22	\$0.00	\$13,130.22	
54	2511-7526004	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1148.0	286.0	\$37.00	\$42,402.00	\$10,582.00	1148.0	72.9	\$42,402.00	\$2,895.45	\$45,297.45	
55	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	500.0	\$40.00	\$80,200.00	\$20,000.00	1197.2	407.7	\$47,867.20	\$16,308.00	\$64,175.20	
56	2511-7526006	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	99.0	\$44.00	\$17,336.00	\$4,356.00	394.0	49.7	\$17,336.00	\$2,187.68	\$19,523.68	
57	2511-7528101	DETECTABLE WARNINGS	SF	452	113	\$46.00	\$20,792.00	\$5,168.00	380	20	\$17,967.48	\$901.60	\$18,869.08	
58	2512-750006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0		\$36.00	\$5,328.00	\$0.00	132.0	0.0	\$4,752.00	\$0.00	\$4,752.00	
59	2515-2475006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	86.0	\$44.00	\$14,168.00	\$3,520.00	322.0	56.9	\$14,168.00	\$2,503.60	\$16,671.60	
60	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	424.0	\$47.00	\$79,618.00	\$19,828.00	1770.3	424.0	\$83,204.57	\$19,828.00	\$103,132.57	
61	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	2,804.0		\$3.00	\$8,712.00	\$0.00	2232.9	0.0	\$6,698.58	\$0.00	\$6,698.58	
62	2516-4625000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	79.0		\$450.00	\$35,550.00	\$0.00	53.1	0.0	\$23,865.00	\$0.00	\$23,865.00	
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	
64	2519-4200120	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	0	0	\$0.00	\$0.00	\$0.00	
66	2524-0765110	REMOVAL OF TYPE A SIGN	EACH	1		\$200.00	\$200.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
67	2524-9275100	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4 IN	LF	352.0		\$15.00	\$5,280.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00	

BID ITEMS

Completed
(%)

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
68	2534-025001	TYPE A SIGNS, SHEET ALUMINUM	SF	13		\$50.00	\$650.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00
69	2535-0000100	TRAFFIC SIGNALIZATION	LS	1.00		\$315,000.00	\$0.00	\$315,000.00	0.00	0.00	\$0.00	\$157,185.00	\$157,185.00
70	2537-020109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.80		\$4.00	\$5,744.00	\$0.00	277.30	0.00	\$11,082.00	\$0.00	\$11,082.00
71	2537-020317	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	26.50	\$80.00	\$8,488.00	\$2,120.00	34.42	0.00	\$2,753.60	\$0.00	\$2,753.60
72	2537-0203131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.30		\$120.00	\$12,516.00	\$0.00	83.38	0.00	\$10,005.60	\$0.00	\$10,005.60
73	2537-0203137	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	2537-0203143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	\$130.00	\$1,820.00	\$1,560.00	4	0	\$520.00	\$0.00	\$520.00
75	2537-0203162	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	2537-0203180	PAVEMENT MARKINGS REMOVED	STA	158.00		\$30.00	\$4,740.00	\$0.00	148.01	0.00	\$4,470.30	\$0.00	\$4,470.30
77	2537-0203190	SYMBOLS AND LEGENDS REMOVED	EACH	14		\$100.00	\$1,400.00	\$0.00	13	0	\$1,300.00	\$0.00	\$1,300.00
78	2537-0207011	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	26.5	\$41.00	\$4,350.10	\$1,088.50	34.45	0.00	\$1,412.45	\$0.00	\$1,412.45
79	2537-0207020	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	\$100.00	\$1,400.00	\$1,200.00	4	0	\$400.00	\$0.00	\$400.00
80	2538-2510000	SAFETY CLOSURE	EACH	44		\$200.00	\$8,800.00	\$0.00	44	0	\$8,800.00	\$0.00	\$8,800.00
81	2538-4100000	NO EXCLUDE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 18, 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	2538-4100000	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	2538-4445110	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	2538-4445113	FLAGGERS	EACH	100.0		\$600.00	\$60,000.00	\$0.00	13.0	0.0	\$7,800.00	\$0.00	\$7,800.00
85	2538-4100020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,511		\$120.00	\$181,320.00	\$0.00	1511	0	\$181,320.00	\$0.00	\$181,320.00
86	2538-0203030	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70		\$7,000.00	\$490,000.00	\$0.00	60	0	\$420,000.00	\$0.00	\$420,000.00
87	2538-0800005	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	3065	0	\$45,975.00	\$0.00	\$45,975.00
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	495		\$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	10	0	\$3,000.00	\$0.00	\$3,000.00
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
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, WMA-201	EACH	11		\$6,400.00	\$70,400.00	\$0.00	10	0	\$64,000.00	\$0.00	\$64,000.00
102	2554-0212030	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	87		\$300.00	\$25,800.00	\$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
110	2559-9999009	REMOVE WATER MAIN	LF	464.0		\$30.00	\$13,920.00	\$0.00	186.8	0.0	\$5,594.40	\$0.00	\$5,594.40
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	5719.0	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	0.50	0.0	\$30,000.00	\$0.00	\$30,000.00	
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	0.00	0.00	\$0.00	\$0.00	\$0.00	
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	Y
121	2599-9999018	SPECIAL COMPACTION OF SUBGRADE, 12 IN	SY	5593.0		\$2.75	\$15,380.75	\$0.00	5769.5	0.0	\$15,866.15	\$0.00	\$15,866.15	Y
122	2599-9999018	TEMPORARY GRANULAR SIDEWALK	SY	375.0		\$20.00	\$7,500.00	\$0.00	106.7	0.0	\$2,133.00	\$0.00	\$2,133.00	
123	2601-2633100	MOWING	ACRE	5.0		\$125.00	\$625.00	\$0.00	1.0	0.0	\$125.00	\$0.00	\$125.00	
124	2601-2634105	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	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		\$1,980.00	\$2,970.00	\$0.00	2.2	0.0	\$3,476.00	\$0.00	\$3,476.00	
126	2601-2642120	STABILIZING CROP- SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		\$550.00	\$2,750.00	\$0.00	3.6	0.0	\$1,980.50	\$0.00	\$1,980.50	
127	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 8 IN DIA.	LF	7152.0		\$1.65	\$13,946.40	\$0.00	615.0	0.0	\$1,109.25	\$0.00	\$1,109.25	
128	2602-0000350	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	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$95.00	\$5,890.00	\$0.00	45	0	\$4,275.00	\$0.00	\$4,275.00	
130	2602-0000540	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	2602-0000550	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	8	0	\$4,000.00	\$0.00	\$4,000.00	
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	2559-9999005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		\$665.00	\$1,330.00	\$0.00	2.0	0	\$1,330.00	\$0.00	\$1,330.00	
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	2559-9999005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		\$662.00	\$1,324.00	\$0.00	2.0	0	\$1,324.00	\$0.00	\$1,324.00	
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	2559-9999005	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	2559-9999010	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	2559-9999010	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	
SUBTOTAL											\$4,046,108.76		\$431,656.55	
													\$4,477,775.41	

MATERIALS STORED SUMMARY

[illegible]

PAY REQUEST SUMMARY

PAY REQUEST SUMMARY				
		Total Approved	Total Completed	
	Contract Price	\$5,156,052.75		\$4,477,775.41
	Approved Change Order 1	\$17,318.00		
	Approved Change Order 2	\$9,128.00		
	Approved Change Order 3	\$11,578.00		
	Approved Change Order 4	\$19,301.00		
	Approved Change Order 5	\$0.00		
	Approved Change Order 6	\$0.00		
	Revised Contract Price	\$5,213,331.75		\$4,477,775.41
		Materials Stored		\$0.00
		Retainage		\$30,000.00
		Total Earned Less Retainage		\$4,447,775.41
Total Previously Approved (list each)	Pay Request 1	\$227,434.02		
	Pay Request 2	\$147,100.27		
	Pay Request 3	\$462,638.08		
	Pay Request 4	\$502,416.35		
	Pay Request 5	\$362,376.18		
	Pay Request 6	\$739,745.36		
	Pay Request 7	\$259,008.19		
	Pay Request 8	\$50,100.60		
	Pay Request 9	\$11,578.00		
	Pay Request 10	\$92,984.18		
	Pay Request 11	\$108,114.16		
	Pay Request 12	\$143,375.15		
	Pay Request 13	\$575,098.51		
	Pay Request 14	\$472,124.04		
	Pay Request 15			
	Total Previously Approved		\$4,152,384.09	
	Amount Due This Request		\$294,391.33	
	Percent Complete		85.9%	
	Percent of Contract Period Utilized (2022 Working Days)		4.0%	



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$140,449.90 to Splash Pool & Spa Builders, LLC, for construction services on the 2022 Prairie Ridge Aquatic Center - Resurfacing 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Prairie Ridge Aquatic Center - Resurfacing Project
Contractor: Splash Poo & Spa Builders, LLC
Address: 5454 Center Point, RD NE, Cedar Rapids, IA 52402
Finance Budget Code: 100.2444.4270 **Finance Project #** 100. 4270
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: August 1, 2022 **Vendor #** 11605

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: September 26, 2022 Through: October 9, 2022

Contract Summary

Original Contract Amount:	\$292,200.00	
Net change by Change Orders:	\$ -	
Contract Amount to Date: (line 1 ± 2)	\$ 292,200.00	
Total completed and stored to date:	\$ 147,842.00	
Retainage: 5 % of Completed Work:	\$ 7,392.10	
Total Earned less Retainage:	\$ 140,449.90	
Less previous applications for payment:	\$ -	
SUBTOTAL		\$ 140,449.90
OTHER CHARGES (Attach an itemized list)		\$ -
CURRENT PAYMENT DUE		\$ 140,449.90

Balance to finish, including retainage: \$ 151,750.10

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:

Splash Poo & Spa Builders, LLC

Signature

Firm Name

10-3-22
Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

10/17/22
Date

Submit to:

Nick Lenox - Parks & Recreation Director

E-mail: Nlenox@ankenyiowa.gov

Phone: (515) 963-3576

Fax: N/A

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
	BASE BID	LS				\$ 292,200.00	\$ 292,200.00		\$ 140,449.90			\$ 140,449.90		

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 292,200.00 PAY PERIOD = \$ 140,449.90

COMPLETED = \$ 140,449.90

48.07%



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #6 in the amount of \$53,602.95 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:

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 Payment #6

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: October 17, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: September 1, 2022 Through: September 30, 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:	\$	2,064,587.20	
Retainage: 5 % of Completed Work:	\$	103,229.36	
Total Earned less Retainage:	\$	1,961,357.84	
Less previous applications for payment:	\$	1,907,754.89	
SUBTOTAL	\$		53,602.95

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 53,602.95

Balance to finish, including retainage: \$ 579,097.41

Contract Time Remaining (If applicable) 18.50 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: Brian B. Buhh Date: 10-7-22

Engineer / Consultant Approval: Snyder & Associates, Inc.
Firm Name

Signature: Carrie P. Ambrosy Date: 10-07-2022

City of Ankeny Staff Approval:

Signature: Mitchell Wedell Date: 10-10-22

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			\$ -	\$ -	\$ -	3,646.50		3,646.50	0.00	3,646.50	\$ 36,465.00	\$ -	\$ 36,465.00	1,215.50	75.00%	
2.03	Topsoil, On-Site, 6 inch Depth, Strip and Stockpile	CY	741.00				741.00	\$ 10.50	\$ 7,780.50	741.00		\$ 7,780.50	\$ -	\$ 7,780.50	0.00		741.00	0.00	741.00	\$ 7,780.50	\$ -	\$ 7,780.50	0.00	100.00%	
2.04	Excavation, Class 10	CY	29,416.00		250.00		29,666.00	\$ 2.75	\$ 81,581.50			\$ 4,044.70	\$ -	\$ 4,044.70	25,003.60		25,003.60	0.00	26,474.40	\$ 72,804.60	\$ -	\$ 72,804.60	3,191.60	88.24%	
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	\$ 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	700.00		\$ 2,275.00	\$ -	\$ 2,275.00	11,600.00		11,600.00	0.00	12,300.00	\$ 39,975.00	\$ -	\$ 39,975.00	1,356.00	90.07%	
2.07	Subbase, Modified, 6 inch Depth	SV	13,656.00				13,656.00	\$ 11.00	\$ 150,216.00	700.00		\$ 7,700.00	\$ -	\$ 7,700.00	11,600.00		11,600.00	0.00	12,300.00	\$ 135,300.00	\$ -	\$ 135,300.00	1,356.00	90.07%	
2.08	Compaction Testing	LS	1.00				1.00	\$ 5,000.00	\$ 5,000.00			\$ -	\$ -	\$ -	0.75		0.75	0.00	0.75	\$ 3,750.00	\$ -	\$ 3,750.00	0.25	75.00%	
2.10	Granular Shoulder, Type A, 9 inch Depth	TN	265.00				265.00	\$ 51.50	\$ 13,647.50	82.13		\$ 4,229.70	\$ -	\$ 4,229.70	0.00		82.13	0.00	82.13	\$ 4,229.70	\$ -	\$ 4,229.70	182.87	30.99%	
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	\$ 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	\$ 200,102.50	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	\$ -	\$ -	\$ -	0.00	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	\$ 13,200.00	(40.00)	200.00%	
4.04	Storm Sewer, RCP CI II, 12 inch	LF	9.00				9.00	\$ 190.50	\$ 1,714.50			\$ -	\$ -	\$ -	0.00		0.00	0.00	0.00	\$ -	\$ -	\$ -	9.00	0.00%	
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	84.00	(64.00)			20.00	\$ 54.50	\$ 1,090.00			\$ -	\$ -	\$ -	0.00		0.00	0.00	0.00	\$ -	\$ -	\$ -	20.00	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	EA	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	\$ 2,600.00	\$ 2,600.00			\$ -	\$ -	\$ -	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			\$ -	\$ -	\$ -	4,380.00		4,380.00	0.00	4,380.00	\$ 72,270.00	\$ -	\$ 72,270.00	213.00	95.36%	
4.19	Subdrain Cleanouts, Type A-1, DR-305	EA	3.00				3.00	\$ 463.50	\$ 1,390.50	2.00		\$ 927.00	\$ -	\$ 927.00	0.00		2.00	0.00	2.00	\$ 927.00	\$ -	\$ 927.00	1.00	66.67%	
4.20	Subdrain Connections and Outlets, 6 inch Dia, DR-305	EA	39.00				39.00	\$ 412.00	\$ 16,068.00			\$ -	\$ -	\$ -	38.00		38.00	0.00	38.00	\$ 15,656.00	\$ -	\$ 15,656.00	1.00	97.44%	
4.21	Removal of Subdrain	LF	315.00				315.00	\$ 5.25	\$ 1,653.75			\$ -	\$ -	\$ -	0.00		0.00	0.00	0.00	\$ -	\$ -	\$ -	315.00	0.00%	
4.22	Load and Restock 18" pipe (500 LF)	LS	0.00	1.00			1.00	\$ 6,286.50	\$ 6,286.50			\$ -	\$ -	\$ -	1.00		1.00	0.00	1.00	\$ 6,286.50	\$ -	\$ 6,286.50	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	\$ 287,041.50	(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	\$ 186,983.00	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	\$ 1,290.00	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	\$ 1,450.00	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	\$ 1,910.00	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	\$ 6,901.00	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	\$ 4,120.00	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	\$ 30,900.00	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	\$ 14,840.00	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	\$ 110,560.00	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	\$ 18,540.00	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	\$ 4,120.00	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	\$ 1,236.00	0.00	100.00%	
5.14	Water Main Connection	EA	1.00				1.00	\$ 2,060.00	\$ 2,060.00			\$ -	\$												

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																									
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 =		\$ 56,424.16	\$ -				COMPLETED =		\$ 1,553,754.20	\$ 510,833.00	\$ 2,064,587.20	81.38%	

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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,907,754.89

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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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:	101.5
Working Days Remaining:	<u>18.5</u>



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the October 17, 2022 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Whiting, B. Bentz)

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
 AP Recap
 AP Check Report 1 of 2
 AP Check Report 2 of 2

**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
OCTOBER 17, 2022**

Fund		PAYMENTS
100	General Fund	\$ 427,026.51
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	340.00
240	Parks Improvements	-
250	Police Gift Fund	14.88
260	Road Use Tax Fund	59,996.50
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	1,039.50
300	Debt Service Fund	-
430	Library Foundation Fund	200.00
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	745,891.21
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	33,919.48
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	14,833.74
590	Golf Course Fund	30,112.78
600-699	Enterprise Project Funds	299,278.49
710	Revolving Fund	77,443.30
720	Risk Management Fund	10,737.75
730	Health Insurance Fund	3,779.00
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	7,000.00
896-998	Capital Projects Funds	1,702,255.20
Sub Total		\$ 3,413,868.34 ✓
Payroll Totals		1,298,215.88 ✓
Service Transfers/ACH Drafts		(194,431.79) ✓
Agenda Payments Approved Separately		(2,014,350.57) ✓
Grand Total		<u>\$ 2,503,301.86</u>

Honorable Mayor & City Council:

It is my recommendation that the City Council approve payment of the bills listed from funds as shown.

David A. Jones 10/13/2022
City Manager Date

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 10/05/2022 THRU 10/05/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000465	TREASURER STATE OF IOWA							
I-10/05/22	MONTHLY SALES & EXCISE TAXES	D	10/05/2022	172,176.80		002057		172,176.80

* * 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:	1	172,176.80	0.00	172,176.80
EFT:	0	0.00	0.00	0.00
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:	1	172,176.80	0.00	172,176.80
BANK: APGWB TOTALS:	1	172,176.80	0.00	172,176.80
REPORT TOTALS:	1	172,176.80	0.00	172,176.80

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE:10/06/2022 THRU 10/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
005868	MICHAEL BERNARD							
M-CHECK	MICHAEL BERNARD	UNPOST	V 10/12/2022			222715		6.36CR
C-CHECK	VOID CHECK		V 10/17/2022			238795		
C-CHECK	VOID CHECK		V 10/17/2022			238805		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	6.36CR	6.36CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	6.36CR	0.00	0.00
BANK:		TOTALS:	3	6.36CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGB FIRST INTERSTATE BANK
 DATE RANGE: 10/06/2022 THRU 10/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-220947	9/12-9/16/22 NORTH ZONE MOW	R	10/17/2022	5,382.72		238703		
I-220950	9/17-9/22/22 NORTH ZONE MOW	R	10/17/2022	4,721.10		238703		
I-220951	9/17-9/22/22 HIGH PROFILE MOW	R	10/17/2022	3,330.27		238703		
I-220952	9/17-9/23/22 SOUTH ZONE MOW	R	10/17/2022	4,654.26		238703		
I-220953	09/24-9/30/22 NORTH ZONE MOW	R	10/17/2022	5,382.72		238703		
I-220954	9/24-9/30/22 HIGH PROFILE MOW	R	10/17/2022	3,330.27		238703		
I-220955	9/24-9/30/22 SOUTH ZONE MOW	R	10/17/2022	4,654.26		238703		31,455.60
	*** VENDOR TOTALS ***					1 CHECKS		31,455.60
001844	A TECH INC-TCI							
I-562390	SECURITY SYSTEM CALL - PSB	E	10/19/2022	100.00		005878		
I-562391	SERVICE CALL - OC	E	10/19/2022	561.80		005878		661.80
	*** VENDOR TOTALS ***					1 CHECKS		661.80
004997	ABSOLUTE CONCRETE							
I-PAY 5-SE3RD ST UTL	PAY 5-SE3RD ST UTILITY IMP-PH1	R	10/17/2022	55,354.09		238704		55,354.09
004997	ABSOLUTE CONCRETE							
I-PAY 6-NW36THSTWDNG	PAY 6-NW 36TH ST WDNG-ASH/ANKB	R	10/17/2022	546,415.68		238705		546,415.68
004997	ABSOLUTE CONCRETE							
I-PAY4FINAL-PCCRCN	PAY4FINAL-2022 PCC RECON-5TH	R	10/17/2022	43,009.06		238706		43,009.06
004997	ABSOLUTE CONCRETE							
I-RTNG-2022 PCCRECON	RTNG-2022 PCC RECON PRGM-SW5TH	R	10/17/2022	34,865.70		238707		34,865.70
	*** VENDOR TOTALS ***					4 CHECKS		679,644.53
008578	ACCESS TECHNOLOGIES INC							
I-INV1252195	8/31/22-9/29/22 STATEMENT	R	10/17/2022	1,507.60		238708		1,507.60
	*** VENDOR TOTALS ***					1 CHECKS		1,507.60
000003	ACCO UNLIMITED CORP							
I-0226403-IN	RAMUC EPOXY -AC	R	10/17/2022	156.40		238709		156.40
	*** VENDOR TOTALS ***					1 CHECKS		156.40
000164	G & S HARDWARE INC							
I-208232/2	JMBO KTR/FROG TAPE - CFAC	R	10/17/2022	18.98		238710		
I-208243/2	FROG TAPE - CFAC	R	10/17/2022	10.99		238710		
I-208245/2	ACE BEST RLR - CFAC	R	10/17/2022	10.99		238710		40.96
	*** VENDOR TOTALS ***					1 CHECKS		40.96
000974	ACME TOOLS							
I-10435047	HAMMER - STREETS	R	10/17/2022	379.00		238711		379.00
	*** VENDOR TOTALS ***					1 CHECKS		379.00

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005541	ACUSHNET COMPANY							
I-914284862	MERCHANDISE FOR RESALE-OC	R	10/17/2022	34.85		238712		34.85
	*** VENDOR TOTALS ***					1 CHECKS		34.85
000026	AHLERS & COONEY PC							
I-825962	SVC 6/19/22 BOND RELATED LEGAL	E	10/19/2022	266.00		005856		266.00
	*** VENDOR TOTALS ***					1 CHECKS		266.00
009981	ALL CITY MANAGEMENT SERVICES,							
I-80095	9/11-9/24 CROSSING GUARDS	E	10/19/2022	6,250.20		005926		6,250.20
	*** VENDOR TOTALS ***					1 CHECKS		6,250.20
000032	ALL MAKES OFFICE INTERIORS							
I-309954	PSB WORKSTATIONS	E	10/19/2022	24,106.16		005857		24,106.16
	*** VENDOR TOTALS ***					1 CHECKS		24,106.16
009262	AMAZON CAPITAL SERVICES INC							
C-1NCN-X3P4-CMMM	CR: PATROL KIT - PD	E	10/19/2022	83.28CR		005919		
I-11T3-6VW4-3CTH	COUGH DROPS/POLISH - PD	E	10/19/2022	30.86		005919		
I-11XD-Y4KM-XDFF	CARHART JACKET - MU	E	10/19/2022	408.70		005919		
I-14G7-FN63-K7FL	FAUCETS - PD	E	10/19/2022	470.46		005919		
I-1GCK-MLJT-HMNJ	RAIN BOOTS - MU	E	10/19/2022	125.00		005919		
I-1KPl-PQGR-K4N6	GAS MONITORS - MU	E	10/19/2022	1,419.98		005919		
I-1PWT-L3XY-HCC7	OUTLET INSERT FOR TABLE-KL	E	10/19/2022	55.98		005919		2,427.70
	*** VENDOR TOTALS ***					1 CHECKS		2,427.70
010761	AMAZON.COM CORPORATE CREDIT							
C-445563785576	CR: REFUND DAMAGED BOOK	E	10/19/2022	14.61CR		005931		
C-873896367778	CR: STEAM KIT RETURN	E	10/19/2022	135.01CR		005931		
I-435389947883	MULTIMEDIA - KL	E	10/19/2022	99.80		005931		
I-437666734938	MULTIMEDIA - KL	E	10/19/2022	52.97		005931		
I-443398964346	MULTIMEDIA - KL	E	10/19/2022	8.38		005931		
I-447999489379	MADISI MARKERS - KL	E	10/19/2022	38.98		005931		
I-458563398538	SNACKS - KL	E	10/19/2022	14.16		005931		
I-458988676783	MULTIMEDIA - KL	E	10/19/2022	49.92		005931		
I-464657949349	MISC BOOKS - KL	E	10/19/2022	71.25		005931		
I-466579636747	MISC BOOKS - KL	E	10/19/2022	49.33		005931		
I-473367846385	MULTIMEDIA - KL	E	10/19/2022	203.86		005931		
I-473739674469	MULTIMEDIA - KL	E	10/19/2022	32.97		005931		
I-474497867493	MULTIMEDIA - KL	E	10/19/2022	89.04		005931		
I-578957685948	CRAYONS/CRAFTS/COVER BOX-KL	E	10/19/2022	88.97		005931		
I-598597834574	MISC BOOKS -KL	E	10/19/2022	9.51		005931		
I-599576569986	MULTIMEDIA - KL	E	10/19/2022	84.84		005931		
I-647964675779	BOOKS - KL	E	10/19/2022	14.61		005931		
I-657463546434	SNACKS - KL	E	10/19/2022	25.64		005931		
I-659395887334	BOOKS - KL	E	10/19/2022	244.62		005931		
I-674835898535	SNACKS - KL	E	10/19/2022	32.22		005931		
I-675439565537	MULTIMEDIA - KL	E	10/19/2022	29.95		005931		

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I-696333359676	MULTIMEDIA - KL	E	10/19/2022	32.55		005931		
I-696636363899	LG HALLOWEEN DECOR- KL	E	10/19/2022	13.98		005931		
I-749876968475	MISC BOOKS - KL	E	10/19/2022	12.19		005931		
I-777757683374	MISC BOOKS - KL	E	10/19/2022	68.95		005931		
I-834865958536	CENTERPIECES/PAPER/AWARENS-KL	E	10/19/2022	35.15		005931		
I-869543669988	PLASTIC CRAFT/PAPER - KL	E	10/19/2022	68.19		005931		
I-963578749975	TREATS - KL	E	10/19/2022	21.44		005931		
I-968599947834	MISC BOOKS - KL	E	10/19/2022	19.95		005931		
I-968983457793	MISC BOOKS - KL	E	10/19/2022	25.99		005931		
I-973778898789	MISC SUPPLIES - KL	E	10/19/2022	181.57		005931		
I-978855595388	BOOKS - KL	E	10/19/2022	28.03		005931		
I-988386646895	AZAR DISPLAYS - KL	E	10/19/2022	65.70		005931		1,665.09
			*** VENDOR TOTALS ***			1 CHECKS		1,665.09
000772	AMERICAN SOCIETY OF CIVIL							
I-1045491468	FY23 MEMBERSHIP-MUELLER	R	10/17/2022	275.00		238713		275.00
			*** VENDOR TOTALS ***			1 CHECKS		275.00
000043	ANKENY COMMUNITY SCHOOLS							
I-FY23 #4 OCT GYM	OCTOBER 2022 GYM USE PMT	R	10/17/2022	5,700.00		238714		5,700.00
			*** VENDOR TOTALS ***			1 CHECKS		5,700.00
000012	MILLENNIUM II CORPORATION							
I-1074018	LAWN SOIL - PRSC	R	10/17/2022	34.72		238715		
I-1079113	STAPLES/GUN/HEX KEY-P&R	R	10/17/2022	40.39		238715		
I-1084352	PAINT THINNER/SAND DISC- LKSDE	R	10/17/2022	25.55		238715		
I-1085621	MALE ELBOW- MIRACLE PARK	R	10/17/2022	6.26		238715		
I-1085927	WALL PLATES/BOX/HILLMAN-FD	R	10/17/2022	13.09		238715		
I-1085936	HILLMANS - PRSC	R	10/17/2022	3.93		238715		
I-1086477	FASTENER - CH	R	10/17/2022	4.33		238715		
I-1086534	HILLMAN - PKS	R	10/17/2022	2.00		238715		130.27
			*** VENDOR TOTALS ***			1 CHECKS		130.27
009326	RYAN ARENDSE							
I-09/20/22-09/22/22	9/20-9/22/22 MEALS	E	10/19/2022	64.37		005946		64.37
			*** VENDOR TOTALS ***			1 CHECKS		64.37
000057	ARNOLD MOTOR SUPPLY							
I-15NV132377	GRIP/ALUM/BACKING PLATE - FD	R	10/17/2022	61.77		238716		
I-15NV132920	UNIT 818 COPPER PLUS SPARK PLG	R	10/17/2022	2.95		238716		
I-15NV133034	UNIT #808 BAT POST CABLE	R	10/17/2022	7.97		238716		72.69
			*** VENDOR TOTALS ***			1 CHECKS		72.69

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008024	AUREON COMMUNICATIONS LLC							
I-10/2022	10/01/22-10/31/22 STATEMENT	E	10/19/2022	941.69		005911		941.69
			*** VENDOR TOTALS ***			1 CHECKS		941.69
000067	BAKER & TAYLOR INC							
I-2037034317	MISC BOOKS -KL	E	10/19/2022	2,103.75		005859		
I-2037038877	MISC BOOKS -KL	E	10/19/2022	375.56		005859		
I-2037038959	MISC BOOKS - KL	E	10/19/2022	16.80		005859		
I-2037045321	MISC BOOKS - KL	E	10/19/2022	406.69		005859		
I-2037050925	MISC BOOKS - KL	E	10/19/2022	1,152.00		005859		
I-2037055944	MISC BOOKS -KL	E	10/19/2022	379.35		005859		
I-2037058978	MISC BOOKS - KL	E	10/19/2022	407.79		005859		
I-2037065843	MISC BOOKS - KL	E	10/19/2022	347.83		005859		
I-2037068194	MISC BOOKS - KL	E	10/19/2022	1,421.10		005859		6,610.87
			*** VENDOR TOTALS ***			1 CHECKS		6,610.87
003310	BAKER MECHANICAL INC							
I-231057	AIR COMPRESSOR MAINT - FS#3	R	10/17/2022	312.00		238717		312.00
			*** VENDOR TOTALS ***			1 CHECKS		312.00
009053	AMY BAKER							
I-09/07/22-09/09/22	9/7-9/9/22 MILEAGE	E	10/19/2022	18.75		005945		18.75
			*** VENDOR TOTALS ***			1 CHECKS		18.75
009922	ROBERT BALL							
I-09/12/22-09/16/22	9/12-9/16/22 MEALS	E	10/19/2022	77.68		005949		77.68
			*** VENDOR TOTALS ***			1 CHECKS		77.68
005279	BASCOM TRUCK & AUTOMOTIVE INC							
I-407768	#120 REPAIRS	E	10/19/2022	2,488.98		005897		2,488.98
			*** VENDOR TOTALS ***			1 CHECKS		2,488.98
006127	BATTERIES PLUS BULBS #203							
I-P55499165	12V LEAD BATTERY - TRAFFIC	R	10/17/2022	239.33		238718		239.33
			*** VENDOR TOTALS ***			1 CHECKS		239.33
000817	BAUER BUILT INCORPORATED							
I-270177110	UNIT #235 WHEEL ALIGN	R	10/17/2022	99.95		238719		99.95
			*** VENDOR TOTALS ***			1 CHECKS		99.95
005217	BENTLEY RIDGE TREE FARM LLC							
I-102-18759	FALL TREE ORDER	R	10/17/2022	8,934.00		238720		8,934.00
			*** VENDOR TOTALS ***			1 CHECKS		8,934.00

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008309	BERENS-TATE CONSULTING GROUP I							
I-818600-000E	9/2022 ARB REBATE CALC 17AGO&18B WTR	R	10/17/2022	7,000.00		238721		7,000.00
	*** VENDOR TOTALS ***					1 CHECKS		7,000.00
006349	HY-VEE INC-BDI							
I-43415	ALCOHOL FOR RESALE - OC	R	10/17/2022	800.66		238722		800.66
	*** VENDOR TOTALS ***					1 CHECKS		800.66
005950	BLACKSTONE AUDIO INC							
I-2065123	MULTIMEDIA/SHELF SVCS-KL	R	10/17/2022	239.12		238723		
I-2065918	MULTIMEDIA/SHELF SVCS -KL	R	10/17/2022	45.95		238723		
I-2065964	MULTIMEDIA/SHELF SVCS - KL	R	10/17/2022	37.95		238723		
I-2066422	MULTIMEDIA/SHELF SVCS-KL	R	10/17/2022	38.64		238723		
I-2066882	MULTIMEDIA/SHELF SVCS -KL	R	10/17/2022	41.49		238723		
I-2067259	MULTIMEDIA/SHELF SVCS-KL	R	10/17/2022	33.95		238723		437.10
	*** VENDOR TOTALS ***					1 CHECKS		437.10
007515	EFFLUENT INC							
I-I6385	KYBO RENTALS - PKS	R	10/17/2022	711.00		238724		711.00
	*** VENDOR TOTALS ***					1 CHECKS		711.00
008100	BOMGAARS SUPPLY INC							
I-65998835	OVERALLS/JACKET - MU	R	10/17/2022	179.99		238725		179.99
	*** VENDOR TOTALS ***					1 CHECKS		179.99
003135	BOOKPAGE							
I-S62303	11/22-10/23 BOOKPAGE PRINT-KL	R	10/17/2022	648.00		238726		648.00
	*** VENDOR TOTALS ***					1 CHECKS		648.00
009487	BOOT BARN INC							
I-INV00190070	BOOTS - J. RYDL	E	10/19/2022	120.67		005922		
I-INV00190072	MUCK BOOTS - PW	E	10/19/2022	297.48		005922		
I-INV00196539	BOOTS - JD ALDRIDGE	E	10/19/2022	140.00		005922		558.15
	*** VENDOR TOTALS ***					1 CHECKS		558.15
005174	BOUND TREE MEDICAL LLC							
I-84688481	LONG SLEEVE SHIRT - FD	R	10/17/2022	123.13		238727		
I-84690516	EMS SUPPLIES - FD	R	10/17/2022	502.11		238727		
I-84692529	EMS SUPPLIES - FD	R	10/17/2022	14.08		238727		
I-84692530	EMS SUPPLIES - FD	R	10/17/2022	7.40		238727		
I-84692531	EMS SUPPLIES - FD	R	10/17/2022	7.40		238727		
I-84692532	EMS SUPPLIES - FD	R	10/17/2022	30.84		238727		
I-84692533	EMS SUPPLIES - FD	R	10/17/2022	2.25		238727		
I-84694454	EMS SUPPLIES - FD	R	10/17/2022	426.30		238727		
I-84694455	EMS SUPPLIES - FD	R	10/17/2022	573.58		238727		
I-84696128	EMS SUPPLIES - FD	R	10/17/2022	210.54		238727		
I-84697874	BP KIT - FD	R	10/17/2022	668.92		238727		
I-84697875	EMS SUPPLIES - FD	R	10/17/2022	370.00		238727		

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I-84697876	EMS SUPPLIES - FD	R	10/17/2022	185.00		238727		
I-84697877	EMS SUPPLIES - FD	R	10/17/2022	185.00		238727		
I-84701796	EMS SUPPLIES - FD	R	10/17/2022	14.07		238727		
I-84705371	EMS SUPPLIES - FD	R	10/17/2022	120.72		238727		3,441.34
	*** VENDOR TOTALS ***					1 CHECKS		3,441.34
011616	TANYA BOYLE							
I-09/22-11/22STRNGTH	09/22-11/22 SENIOR STRENGTH	E	10/19/2022	400.00		005956		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
011426	JOCELYN BRAYMEN							
I-5/22-8/22 REISSUE	05/22-08/22 FITNESS	E	10/19/2022	72.00		005952		72.00
	*** VENDOR TOTALS ***					1 CHECKS		72.00
000127	BRICK GENTRY PC							
I-382577	8/25/2022 STATEMENT 224.014	R	10/17/2022	360.00		238728		
I-384314	9/25/2022 STATEMENT 224.016	R	10/17/2022	885.00		238728		
I-384315	09/25/2022 STATEMENT 224.008	R	10/17/2022	750.00		238728		
I-384319	09/25/2022 STATEMENT 224.010	R	10/17/2022	90.00		238728		
I-384322	9/25/2022 STATEMENT 224.092	R	10/17/2022	585.00		238728		
I-384323	9/25/2022 STATEMENT 224.014	R	10/17/2022	415.00		238728		3,085.00
	*** VENDOR TOTALS ***					1 CHECKS		3,085.00
004334	JARED BRIGHT							
I-09/27/22-09/29/22	9/27-9/29/22 MILEAGE/MEAL	E	10/19/2022	255.05		005887		255.05
	*** VENDOR TOTALS ***					1 CHECKS		255.05
010643	PATRICIA BROWN							
I-09/22-11/22 YOGA	09/22-11/22 GENTAL YOGA	E	10/19/2022	406.00		005951		406.00
	*** VENDOR TOTALS ***					1 CHECKS		406.00
007873	ROSS BUDDEN							
I-09/2022FITNESS	09/22 FITNESS REIMBURSEMENT	E	10/19/2022	18.00		005941		
I-09/28/2022 PHOTOS	09/2022 PHOTOS	E	10/19/2022	27.14		005941		45.14
	*** VENDOR TOTALS ***					1 CHECKS		45.14
008738	BULB GUY LIGHTING							
I-18124	PARKING LOT LIGHTS- CH	E	10/19/2022	62.52		005915		
I-18147	BALLAST - KL	E	10/19/2022	15.64		005915		78.16
	*** VENDOR TOTALS ***					1 CHECKS		78.16
000385	CAPITAL CITY EQUIPMENT CO							
I-65990D	CORE DRILL RENTAL-HILLSIDE PKS	E	10/19/2022	130.00		005866		130.00
	*** VENDOR TOTALS ***					1 CHECKS		130.00

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000453	CARQUEST AUTO PARTS							
I-2330-762835	UNIT #277 STT LAMP	R	10/17/2022	57.79		238729		57.79
	*** VENDOR TOTALS ***					1 CHECKS		57.79
004613	CENTRAL IOWA DISTRIBUTING							
I-228115	JANITORIAL SUPPLIES - AC	E	10/19/2022	790.00		005889		790.00
	*** VENDOR TOTALS ***					1 CHECKS		790.00
011409	CENTRAL MCGOWAN INC							
I-0000200152	BEVERAGES FOR RESALE-OC	E	10/19/2022	25.00		005933		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
006002	CENTURION STONE OF IOWA LLC							
I-44645	HILLSIDE STONE - PKS	R	10/17/2022	931.34		238730		
I-44670	SPEC MIX STONE VENEER-HILLSDE	R	10/17/2022	9.67		238730		
I-44768	HILLSIDE STONE - PKS	R	10/17/2022	26.59		238730		967.60
	*** VENDOR TOTALS ***					1 CHECKS		967.60
007436	EMILY CHANCE							
I-FY23 FITNESS	FY23 FITNESS REIMBURSEMENT	E	10/19/2022	216.00		005909		216.00
	*** VENDOR TOTALS ***					1 CHECKS		216.00
011592	TYLER CHRISTENSEN							
I-10/04/2022	STORMWATER BMP REIMBURSEMENT	R	10/17/2022	74.50		238731		74.50
	*** VENDOR TOTALS ***					1 CHECKS		74.50
008999	CHRISTIAN PRINTERS INC							
I-87197	PRINTING FOR CITY GUIDE	E	10/19/2022	16,366.00		005916		16,366.00
	*** VENDOR TOTALS ***					1 CHECKS		16,366.00
008614	TONY CHRISTOPH							
I-09/20/22-09/22/22	9/20-9/22/22 MEALS	E	10/19/2022	45.39		005914		45.39
	*** VENDOR TOTALS ***					1 CHECKS		45.39
004002	CINTAS CORPORATION							
I-4132626525	BANQUET SUPPLIES - OC	R	10/17/2022	84.00		238732		
I-4133303894	BANQUET SUPPLIES/RENTAL-OC	R	10/17/2022	84.00		238732		168.00
	*** VENDOR TOTALS ***					1 CHECKS		168.00
011576	CINTAS CORPORATION							
I-4127137322	8/02/22 SVCS - STREETS	R	10/17/2022	375.75		238733		
I-4128821622	MAT RENTAL -KL	R	10/17/2022	149.86		238733		
I-4129840240	MAT/UNIFORM RENTAL - OCM	R	10/17/2022	93.87		238733		
I-4129851155	8/30/22 SVCS - STREETS	R	10/17/2022	398.78		238733		
I-4130630618	9/07/22 SVCS - STREETS	R	10/17/2022	388.42		238733		
I-4131201102	9/13/22 SVCS - STREETS	R	10/17/2022	399.82		238733		
I-4131491860	MAT RENTAL - KL	R	10/17/2022	149.86		238733		
I-4131916906	9/20/22 SVCS - WATER	R	10/17/2022	177.87		238733		

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I-4132029118	9/21/22 SVCS - WASTE WATER	R	10/17/2022	135.51		238733		
I-4132631673	MAT RENTALS- CH	R	10/17/2022	61.51		238733		
I-4132631752	9/27/22 SVCS - PSB	R	10/17/2022	64.75		238733		
I-4132638538	MAT RENTALS - LAKESIDE	R	10/17/2022	17.12		238733		
I-4132638603	9/27/22 SVCS - WATER	R	10/17/2022	177.87		238733		
I-4132638656	MAT / UNIFORM RENTALS - PKS	R	10/17/2022	113.23		238733		
I-4132886594	9/28/22 SVCS - WASTE WATER	R	10/17/2022	135.51		238733		
I-4133303924	MAT/UNIFORM RENTAL -OCM	R	10/17/2022	93.87		238733		
I-4133307660	MAT RENTAL - ACC	R	10/17/2022	52.39		238733		
I-4133307670	UNIFORM/MAT RENTALS - PKS	R	10/17/2022	113.23		238733		3,099.22
	*** VENDOR TOTALS ***					1 CHECKS		3,099.22
002356	CITY OF WEST DES MOINES							
I-PD-2023-00050012	FY23 ANNUAL SERT CONTRIBUTION	R	10/17/2022	900.00		238734		900.00
	*** VENDOR TOTALS ***					1 CHECKS		900.00
011612	TASTY TREATS							
I-09/19/2022	7 KIDS ICECREAM SCOOPS-P&R	R	10/17/2022	7.00		238735		7.00
	*** VENDOR TOTALS ***					1 CHECKS		7.00
006379	CON-STRUCT INC							
I-PAY5FNL-PCCRCN-PCH	PAY5FINAL-PCC RECON-PEACHTREE	R	10/17/2022	6,583.50		238736		6,583.50
006379	CON-STRUCT INC							
I-RTNG-PCCRCN-PCHTRE	RTNG-2022 PCC RECON-PEACHTREE	R	10/17/2022	40,525.25		238737		40,525.25
	*** VENDOR TOTALS ***					2 CHECKS		47,108.75
011619	CONLIN PROPERTIES							
I-08302022-CP	DAMAGE DEPOSIT REFUND	R	10/17/2022	100.00		238738		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002992	CONSTRUCTION MATERIALS TESTING							
I-43259	CYLINDER BREAKS - ENG	E	10/19/2022	95.00		005883		95.00
	*** VENDOR TOTALS ***					1 CHECKS		95.00
009277	CONVERGE ONE INC							
I-IE9097569	MERAKI MR46 ACCESS POINT	E	10/19/2022	1,005.60		005920		1,005.60
	*** VENDOR TOTALS ***					1 CHECKS		1,005.60
001654	CUMMINS, INC							
I-J4-15303	#122 ECM	E	10/19/2022	3,988.25		005876		
I-J4-15959	PSB GENERATOR INSPECTION	E	10/19/2022	631.64		005876		
I-J4-16053	WASTE WATER GEN INSPECTION	E	10/19/2022	519.08		005876		
I-J4-16081	PW SHOP GEN INSPECTION	E	10/19/2022	492.81		005876		
I-J4-16082	WASTE WATER GEN INSPECTION	E	10/19/2022	962.32		005876		
I-J4-16083	FS#1 GENERATOR INSPECTION	E	10/19/2022	360.66		005876		
I-J4-16084	FS#1 GENERATOR INSPECTION	E	10/19/2022	251.21		005876		
I-J4-16085	PD GENERATOR INSPECTION	E	10/19/2022	997.46		005876		

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I-J4-16086	IRVENDALE WATER GEN INSPECTION	E	10/19/2022	761.22		005876		
I-J4-16189	FS#2 GENERATOR INSPECTION	E	10/19/2022	500.47		005876		
I-J4-16190	FS#3 GENERATOR INSPECTION	E	10/19/2022	622.27		005876		
I-J4-16191	OC WATER GEN INSPECTION	E	10/19/2022	866.83		005876		
I-J4-17452	DELAWARE WATER GEN INSPECTION	E	10/19/2022	512.67		005876		
I-J4-17551	WATER GENERATOR INSPECTION	E	10/19/2022	942.70		005876		
I-J4-18755	UNIT #123 ELEMENT	E	10/19/2022	103.41		005876		
I-J4-18946	CITY HALL GEN INSPECTION	E	10/19/2022	583.11		005876		13,096.11
	*** VENDOR TOTALS ***					1 CHECKS		13,096.11
007254	CUTTER & BUCK							
I-0096334199	UNIFORMS - P&R	R	10/17/2022	401.34		238739		401.34
	*** VENDOR TOTALS ***					1 CHECKS		401.34
000146	CENTURY HOMES CO							
I-60967IN	CHEMICALS-OC	R	10/17/2022	2,867.04		238740		
I-60968IN	FERTILIZER	R	10/17/2022	1,509.20		238740		4,376.24
	*** VENDOR TOTALS ***					1 CHECKS		4,376.24
009573	EMMA JEAN DANIELS							
I-09/07/22-10/12/22	9/7-10/12/22 YOUTH DANCE	R	10/17/2022	264.00		238741		264.00
	*** VENDOR TOTALS ***					1 CHECKS		264.00
011617	BELMA DELVIC							
I-10/11/2022BAKLAVA	10/11/22 BAKLAVA CULTURAL FAIR	R	10/17/2022	200.00		238742		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
000605	DEMCO INC							
I-7195435	DOUBLE STACKED BAR CODE LABELS	E	10/19/2022	697.35		005870		697.35
	*** VENDOR TOTALS ***					1 CHECKS		697.35
002731	TREASURER OF THE STATE OF IOWA							
I-337371	S12 RANGE RENTAL - PD	R	10/17/2022	225.00		238743		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
000758	DES MOINES IRON & SUPPLY CO							
I-1904669340	LIGHTWALL TUBE - OCM	R	10/17/2022	75.92		238744		
I-1904670026	TUBES - PW	R	10/17/2022	156.83		238744		232.75
	*** VENDOR TOTALS ***					1 CHECKS		232.75
000160	DES MOINES WATER WORKS							
I-000186 9/29/22	9/29/2022 STATEMENT	R	10/17/2022	3,907.00		238745		
I-005039 9/28/22	9/28/2022 STATEMENT	R	10/17/2022	94,906.21		238745		
I-005040 9/28/22	9/28/22 STATEMENT	R	10/17/2022	137,881.29		238745		
I-084542 9/28/22	9/28/2022 STATEMENT	R	10/17/2022	75.00		238745		
I-084793 9/28/22	9/28/2022 STATEMENT	R	10/17/2022	105,357.23		238745		
I-099890 9/28/22	9/28/22 STATEMENT	R	10/17/2022	144,485.06		238745		
I-101656 9/28/22	9/28/2022 STATEMENT	R	10/17/2022	105,193.86		238745		591,805.65
	*** VENDOR TOTALS ***					1 CHECKS		591,805.65

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000161	DEWEY FORD INC							
I-593915 FOW	UNIT #622 COIL ASY	R	10/17/2022	108.38		238746		
I-FRCS972891	UNIT #95 REPAIRS	R	10/17/2022	228.80		238746		
I-FTCS976449	ENGINE MOUNT - SQUAD CARS	R	10/17/2022	150.13		238746		487.31
	*** VENDOR TOTALS ***					1 CHECKS		487.31
011431	DINNER DELIGHTS							
I-10/02/2022	DINNER DELIGHTS OCT CLASS	R	10/17/2022	1,652.00		238747		1,652.00
	*** VENDOR TOTALS ***					1 CHECKS		1,652.00
010264	DISTRICT AT PRAIRIE TRAIL OWNE							
I-10/03/2022	10/03/2022 ASSOCIATION DUES	R	10/17/2022	9,887.77		238748		9,887.77
	*** VENDOR TOTALS ***					1 CHECKS		9,887.77
009476	ANDREW DOCKER							
I-9/28/22	WORK BOOT REIMBURSEMENT	E	10/19/2022	140.00		005947		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
004568	DOLL DISTRIBUTING LLC							
I-1095110	ALCOHOL FOR RESALE- HAWKEYE	E	10/19/2022	235.80		005888		
I-1097107	ALCOHOL FOR RESALE - OC	E	10/19/2022	586.66		005888		
I-1100818	ALCOHOL FOR RESALE -HAWKEYE	E	10/19/2022	232.10		005888		
I-1101715	ALCOHOL FOR RESALE - OC	E	10/19/2022	519.60		005888		1,574.16
	*** VENDOR TOTALS ***					1 CHECKS		1,574.16
002143	DOORS INC							
I-324447	FOOTBALL DOOR REPAIRS-PRSC	E	10/19/2022	849.00		005880		
I-325026	DOOR REPAIRS -PRSC	E	10/19/2022	95.00		005880		944.00
	*** VENDOR TOTALS ***					1 CHECKS		944.00
006319	EDWARD DON AND COMPANY							
C-71129880	CR: FOOD FOR RESALE -OC	R	10/17/2022	36.16CR		238749		
C-71129881	CR: FOOD FOR RESALE -OC	R	10/17/2022	18.08CR		238749		
I-28967410	FOOD/SUPPS FOR RESALE-OC	R	10/17/2022	619.32		238749		
I-29061046	FOOD/SUPPLIES FOR RESALE-OC	R	10/17/2022	558.73		238749		1,123.81
	*** VENDOR TOTALS ***					1 CHECKS		1,123.81
000186	ELECTRONIC ENGINEERING							
I-80062801, 80062945	10/2022 STATEMENT - PARK MAINT	E	10/19/2022	296.50		005860		
I-80062803, 80062947	10/2022 STATEMENT - MU	E	10/19/2022	440.50		005860		
I-80062804	10/2022 STATEMENT-ENGINEERING	E	10/19/2022	26.50		005860		
I-80062946, 80062802	10/2022 STATEMENT - PW	E	10/19/2022	930.00		005860		1,693.50
	*** VENDOR TOTALS ***					1 CHECKS		1,693.50

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008036	ENVISIONWARE INC							
I-INV-US-61563	RFID TAGS - KL	E	10/19/2022	225.50		005912		225.50
	*** VENDOR TOTALS ***					1 CHECKS		225.50
005631	FBI-LEEDA							
I-200075951	ELI TRAINING - GRANDGEORGE	R	10/17/2022	695.00		238750		695.00
	*** VENDOR TOTALS ***					1 CHECKS		695.00
009039	FINDAWAY WORLD LLC							
I-407061	MULTIMEDIA - KL	R	10/17/2022	386.95		238751		
I-407976	MULTIMEDIA - KL	R	10/17/2022	76.49		238751		463.44
	*** VENDOR TOTALS ***					1 CHECKS		463.44
011234	FIRE SERVICE TRAINING BUREAU							
I-230428	FF2 TRAINING - JOSHUA DORSETT	R	10/17/2022	50.00		238752		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
010286	AT&T MOBILITY II LLC							
I-09272022 FD	08/20/22-09/19/22 STATEMENT-FD	R	10/17/2022	1,095.75		238753		
I-09272022 PD	08/20/22-09/19/22 STATEMENT-PD	R	10/17/2022	1,540.27		238753		2,636.02
	*** VENDOR TOTALS ***					1 CHECKS		2,636.02
011603	FLOCK GROUP INC							
I-INV-1798	FY23 FLOCK SAFETY - PD	R	10/17/2022	20,750.00		238754		20,750.00
	*** VENDOR TOTALS ***					1 CHECKS		20,750.00
006979	BECKY FORD							
I-10/04/2022	STORMWATER BMP REIMBURSEMENT	E	10/19/2022	925.00		005940		925.00
	*** VENDOR TOTALS ***					1 CHECKS		925.00
002078	FOTH & VAN DYKE LLC							
I-79601	PRAIRIE TRAIL IV WETLAND	E	10/19/2022	1,770.01		005879		
I-79916 #5	PAY 5-N 4MILE CRK TRUNK SWR	E	10/19/2022	13,143.00		005879		14,913.01
	*** VENDOR TOTALS ***					1 CHECKS		14,913.01
000211	GALE							
I-79415167	OCTOBER BIOGRAPHY 2 PLAN	E	10/19/2022	51.73		005861		
I-79415171	OCTOBER CHRISTAIN ROMANCE 5	E	10/19/2022	98.21		005861		149.94
	*** VENDOR TOTALS ***					1 CHECKS		149.94
003712	GALLS, LLC							
C-022084784	CR: BALLISTIC VEST - PD	R	10/17/2022	989.00CR		238755		
I-021817237	POLICE OFFICER HAT BADGES	R	10/17/2022	1,243.50		238755		
I-021984718	BALLISTIC VEST - PD	R	10/17/2022	989.00		238755		
I-022053426	UNIFORMS - PD	R	10/17/2022	81.40		238755		
I-022053450	UNIFORMS - PD	R	10/17/2022	60.25		238755		
I-022076210	UNIFORMS - PD	R	10/17/2022	21.08		238755		
I-022100050	UNIFORMS - PD	R	10/17/2022	81.96		238755		

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I-022100074	UNIFORMS - PD	R	10/17/2022	7.98		238755		
I-022100112	UNIFORMS - PD	R	10/17/2022	92.50		238755		
I-022134010	UNIFORMS - PD	R	10/17/2022	54.00		238755		
I-022134040	UNIFORMS - PD	R	10/17/2022	260.00		238755		
I-022134080	BALLISTIC VEST - PD	R	10/17/2022	773.08		238755		
I-022144390	UNIFORMS - PD	R	10/17/2022	58.08		238755		
I-022171353	UNIFORMS - PD	R	10/17/2022	117.84		238755		
I-022182698	FLAG PATCH - PD	R	10/17/2022	5.62		238755		
I-022190674	BALLISTIC VEST CARRIER - PD	R	10/17/2022	90.00		238755		
I-022193346	UNIFORMS - PD	R	10/17/2022	278.69		238755		
I-022230935	UNIFORMS - PD	R	10/17/2022	164.52		238755		3,390.50
			*** VENDOR TOTALS ***			1 CHECKS		3,390.50
002365	GAMETIME							
I-PJI-0193627	PLAYGROUND PARTS - PKS	R	10/17/2022	97.09		238756		97.09
			*** VENDOR TOTALS ***			1 CHECKS		97.09
008445	WHITNEY R GARCIA							
I-09/19/22-09/23/22	9/19-9/23/22 MEALS	E	10/19/2022	89.95		005943		89.95
			*** VENDOR TOTALS ***			1 CHECKS		89.95
007730	GFSI INC - GEAR FOR SPORTS							
I-41932627	STOCK MERCH FOR RESALE-OC	R	10/17/2022	821.40		238757		821.40
			*** VENDOR TOTALS ***			1 CHECKS		821.40
001775	GENERAL FIRE AND SAFETY							
I-64284	ANNUAL FE INSPECTION - FD	E	10/19/2022	597.00		005877		597.00
			*** VENDOR TOTALS ***			1 CHECKS		597.00
009681	GENERAL TRAFFIC CONTROLS, INC							
I-22461	JUNCTION BOX - TRAFFIC	E	10/19/2022	703.00		005925		
I-22529	GRIDSMART CAMERA - TRFC	E	10/19/2022	17,310.00		005925		18,013.00
			*** VENDOR TOTALS ***			1 CHECKS		18,013.00
009054	GPS INDUSTRIES LLC							
I-LEASE0026303	10/1/22-10/31/22 VISAGE GPS	R	10/17/2022	2,376.00		238758		2,376.00
			*** VENDOR TOTALS ***			1 CHECKS		2,376.00
011369	GRACIE GLOBAL LLC							
I-GG-09410	GST INSTRUCTOR CERT-TM JYW	R	10/17/2022	1,990.00		238759		
I-GG-09411	REED- GST INSTRUCTOR CERT	R	10/17/2022	995.00		238759		2,985.00
			*** VENDOR TOTALS ***			1 CHECKS		2,985.00

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000227	GRAINGER							
I-9454606758	CABLE TIES - MU	E	10/19/2022	266.91		005862		
I-9459289881	VBELT -PW	E	10/19/2022	58.03		005862		
I-9461912785	HAND DRYER - AC	E	10/19/2022	963.84		005862		
I-9462484636	DRINKING FOUNTAIN PARTS - PKS	E	10/19/2022	287.30		005862		
I-9464218305	TEMP SENSOR FOR HVAC-KL	E	10/19/2022	116.46		005862		
I-9465281518	PHOTO CONTROL -DEAN PK	E	10/19/2022	22.82		005862		1,715.36
	*** VENDOR TOTALS ***					1 CHECKS		1,715.36
000229	GRAYBAR ELECTRIC CO INC							
I-9328774280	SFP MODULES - TRAFFIC	R	10/17/2022	439.53		238760		439.53
	*** VENDOR TOTALS ***					1 CHECKS		439.53
006348	GRAZIANO BROTHERS INC							
C-229683	CR: FOOD FOR RESALE -OC	E	10/19/2022	7.65CR		005903		
I-229682	FOOD FOR RESALE - OC	E	10/19/2022	262.95		005903		255.30
	*** VENDOR TOTALS ***					1 CHECKS		255.30
000252	GRIMES ASPHALT AND PAVING CORP							
I-PAY 1-SE DEL HMA	PAY 1-SE DELAWARE AVE HMA WDNG	R	10/17/2022	111,456.85		238761		111,456.85
	*** VENDOR TOTALS ***					1 CHECKS		111,456.85
011604	TERRI HAVENS							
I-FY23 FITNESS	FY23 FITNESS REIMBURSEMENT	E	10/19/2022	216.00		005955		216.00
	*** VENDOR TOTALS ***					1 CHECKS		216.00
010205	BRIAN MATHIS							
I-156	9/29/22 POLYGRAPH SVCS - PD	R	10/17/2022	300.00		238762		
I-158	10/05/22 POLYGRAPH SVCS - PD	R	10/17/2022	350.00		238762		650.00
	*** VENDOR TOTALS ***					1 CHECKS		650.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-154778	UNIT #604 LIGHT BAR	R	10/17/2022	150.00		238763		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
003452	HDR ENGINEERING INC							
I-10345779 #4	PAY 4-NW IRVINEDALE STRGE TNK	R	10/17/2022	73,920.00		238764		73,920.00
	*** VENDOR TOTALS ***					1 CHECKS		73,920.00
004853	HOLT TIRE SERVICE INC							
I-196038	#640 TIRES	E	10/19/2022	1,179.52		005892		
I-196600	GOLF FWY PRO - OCPRO	E	10/19/2022	141.98		005892		
I-196991	GOLF LINKS - OC	E	10/19/2022	239.97		005892		1,561.47
	*** VENDOR TOTALS ***					1 CHECKS		1,561.47

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004196	HYDRAQUIP LTD							
I-67914	UNIT #874 HOSE/SLEVE/ORINGS	R	10/17/2022	287.22		238765		287.22
	*** VENDOR TOTALS ***					1 CHECKS		287.22
005531	HR GREEN INC							
I-155952 #5	PAY 5-ORALABOR GTWY TRL/STATE	E	10/19/2022	65,290.75		005898		65,290.75
	*** VENDOR TOTALS ***					1 CHECKS		65,290.75
000253	HY-VEE INC							
I-58693691096	BREAKROOM SUPPLIES - PW	R	10/17/2022	122.12		238766		
I-58698701730	BREAKROOM SUPPLIES - PW	R	10/17/2022	21.24		238766		143.36
	*** VENDOR TOTALS ***					1 CHECKS		143.36
011208	HYDRO-KLEAN LLC							
I-PAY 2-2022CIPP LNG	PAY 2-2022 CIPP LINING PROJECT	E	10/19/2022	80,157.06		005932		80,157.06
	*** VENDOR TOTALS ***					1 CHECKS		80,157.06
008528	INTERNATIONAL CORDAGE EAST LTD							
I-0147706-IN	HEX DECK NETTING-CFAC	R	10/17/2022	1,491.00		238767		1,491.00
	*** VENDOR TOTALS ***					1 CHECKS		1,491.00
009565	INFOSEND INCORPORATED							
I-221351	09/2022 MAIL SERVICES	R	10/17/2022	9,370.07		238768		9,370.07
	*** VENDOR TOTALS ***					1 CHECKS		9,370.07
011569	INFRASTRUCTURE ENGINEERING, IN							
I-04-2393	ACC SOUND SYSTEM	R	10/17/2022	9,840.00		238769		9,840.00
	*** VENDOR TOTALS ***					1 CHECKS		9,840.00
000407	INTERSTATE ALL BATTERY CENTER							
I-1924602050668	UNIT #228 BATTERIES	R	10/17/2022	293.60		238770		
I-1925901006672	BATTERIES - FD	R	10/17/2022	106.80		238770		
I-1925901006681	BATTERIES - TRAFFIC	R	10/17/2022	190.80		238770		
I-1925901006702	BATTERIES - FD	R	10/17/2022	70.80		238770		662.00
	*** VENDOR TOTALS ***					1 CHECKS		662.00
000266	INTERSTATE BATTERY SYSTEM							
I-40211066	BATTERY - CG	E	10/19/2022	139.95		005863		139.95
	*** VENDOR TOTALS ***					1 CHECKS		139.95
002929	INTERSTATE POWER SYSTEMS INC							
I-R012083786:01	PSB EXERCISER TEST	R	10/17/2022	205.12		238771		205.12
	*** VENDOR TOTALS ***					1 CHECKS		205.12

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008023	IOWA AUDIO VIDEO INC							
I-C659404	INTERCOM REPAIRS - PRAC	R	10/17/2022	215.00		238772		215.00
	*** VENDOR TOTALS ***					1 CHECKS		215.00
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4507671	ALCOHOL FOR RESALE - OC	R	10/17/2022	404.42		238773		
I-W-4514203	ALCOHOL FOR RESALE - OC	R	10/17/2022	241.00		238773		645.42
	*** VENDOR TOTALS ***					1 CHECKS		645.42
009633	IOWA CIVIL CONTRACTING, INC							
I-PAY 2-2022 PCC PVM PAY 2-2022 PCC PVMNT PRESVTN		E	10/19/2022	116,007.32		005924		
I-PAY 4-2022PCC PTCH PAY 4-2022 PCC ST PTCHNG PRGM		E	10/19/2022	12,172.54		005924		128,179.86
	*** VENDOR TOTALS ***					1 CHECKS		128,179.86
005403	IOWA COMMUNITIES ASSURANCE POO							
I-ICP059006A1 10/22	ICAP DEDUCTIBLE ICP059006A1	R	10/17/2022	9,746.00		238774		9,746.00
	*** VENDOR TOTALS ***					1 CHECKS		9,746.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0010442	TRAFFIC RED LED - TRAFFIC	R	10/17/2022	267.54		238775		
I-CI-0010480	JACKETS/RAIN PANTS - PW	R	10/17/2022	67.00		238775		
I-CI-0011011	COATS/PANTS/TRASH BAGS-PW	R	10/17/2022	444.28		238775		778.82
	*** VENDOR TOTALS ***					1 CHECKS		778.82
001220	IOWA ENGINEERING SOCIETY							
I-2504	FY23 MEMBERSHIP-MUELLER	R	10/17/2022	245.00		238776		245.00
	*** VENDOR TOTALS ***					1 CHECKS		245.00
001402	IOWA INDIVIDUAL HEALTH							
I-CY2018	2018 ASSESSMENT FEE	R	10/17/2022	3,185.00		238777		3,185.00
	*** VENDOR TOTALS ***					1 CHECKS		3,185.00
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-321848	DEF TACTICS INSTR-RB, TC, IO	R	10/17/2022	1,875.00		238778		1,875.00
	*** VENDOR TOTALS ***					1 CHECKS		1,875.00
000506	THE IOWA LEIN							
I-2022CONFERENCE-CW	2022 LEIN CONFERENCE-C.WEBSTER	R	10/17/2022	200.00		238779		200.00
000506	THE IOWA LEIN							
I-2022CONFERENCE-JV	2022 LEIN CONFERENCE-VANDERWAL	R	10/17/2022	200.00		238838		200.00
	*** VENDOR TOTALS ***					2 CHECKS		400.00

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000272	IOWA PRISON INDUSTRIES							
I-033724	SIGNS - TRAFFIC	R	10/17/2022	900.13		238780		
I-033840	SIGNS - TRAFFIC	R	10/17/2022	1,805.60		238780		2,705.73
	*** VENDOR TOTALS ***					1 CHECKS		2,705.73
009002	IOWA PUMP WORKS, INC							
I-INV018703	SAYLOR PUMP SERVICE - MU	E	10/19/2022	733.65		005917		733.65
	*** VENDOR TOTALS ***					1 CHECKS		733.65
000644	IOWA SIGNAL INC							
I-PAY1-SE DEL FIBER	PAY 1-SE DELAWARE FIBER OPTIC	R	10/17/2022	95,665.00		238781		95,665.00
000644	IOWA SIGNAL INC							
I-PAY1FINAL-SIGMODS	PAY1FINAL-ORALBR/IRVNDLE SGNL	R	10/17/2022	26,202.42		238782		26,202.42
000644	IOWA SIGNAL INC							
I-PAY1FNL-NW EL SGNL	PAY1FINAL-NW ELEMTRY SGNL RPLC	R	10/17/2022	51,699.00		238783		51,699.00
000644	IOWA SIGNAL INC							
I-RTNG-NW EL SGNL	RTNG-NW ELEMTRY SGNL RPLCMNT	R	10/17/2022	2,721.00		238784		2,721.00
000644	IOWA SIGNAL INC							
I-RTNG-ORL/IRV SGNL	RTNG-ORLBR/IRVNDLE SGNL MODS	R	10/17/2022	1,379.08		238785		1,379.08
	*** VENDOR TOTALS ***					5 CHECKS		177,666.50
000200	JAMAR TECHNOLOGIES INC							
I-0058320	RADAR RECORDER MOUNT - PD	R	10/17/2022	109.04		238786		109.04
	*** VENDOR TOTALS ***					1 CHECKS		109.04
006326	JOHNSON BROTHERS OF IOWA							
I-1753185	ALCOHOL FOR RESALE- OC	R	10/17/2022	336.00		238787		
I-1753186	ALCOHOL FOR RESALE - OC	R	10/17/2022	331.20		238787		
I-1753187	BEVERAGES FOR RESALE - OC	R	10/17/2022	80.78		238787		747.98
	*** VENDOR TOTALS ***					1 CHECKS		747.98
000292	KARL CHEVROLET INC							
I-756318 CVW	UNIT #302 HARNESS	R	10/17/2022	72.48		238788		72.48
	*** VENDOR TOTALS ***					1 CHECKS		72.48
000065	RENEWABLE ENERGY GROUP INC							
I-569377	9/15/22 DIESEL DYED/87E10	E	10/19/2022	24,567.10		005858		
I-569439	9/22/22 DIESEL DYED/87E10	E	10/19/2022	24,541.24		005858		
I-569537	10/3/22 DIESEL DYED/87E10	E	10/19/2022	25,229.71		005858		
I-92214	10/03/22 UNLEADED 87-PRSC	E	10/19/2022	447.10		005858		
I-93191	10/06/22 DIESEL/UNLEADED87	E	10/19/2022	2,755.47		005858		77,540.62
	*** VENDOR TOTALS ***					1 CHECKS		77,540.62

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009201	KIESLER POLICE SUPPLY INC							
I-IN199228	FEDERAL 223 FMJ AMMO-PD	E	10/19/2022	11,534.25		005918		11,534.25
	*** VENDOR TOTALS ***					1 CHECKS		11,534.25
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-88373 PAY 24	PAY 24-NE4M DR RCB CLVRT DCRK	E	10/19/2022	6,036.98		005873		6,036.98
	*** VENDOR TOTALS ***					1 CHECKS		6,036.98
011623	JENNIFER KRIEGSHAUSER							
I-AFD24908	INSURANCE REPROCESS CLAIM	R	10/17/2022	500.00		238789		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
005189	KULLY SUPPLY INC							
I-589047	VACUUM BEAKER REPAIR KIT-PD	E	10/19/2022	43.90		005896		
I-591673	COLD SLEEVE/BRASS - PW	E	10/19/2022	30.62		005896		74.52
	*** VENDOR TOTALS ***					1 CHECKS		74.52
010148	LA CROSSE SEED, LLC							
I-SI-2301080	SUN & SHADE MIX - MU	E	10/19/2022	460.00		005929		460.00
	*** VENDOR TOTALS ***					1 CHECKS		460.00
003594	WILLIAMS MANUFACTURING INC							
I-00063675	FY23 AQUATICS CHAIRS	R	10/17/2022	7,771.73		238790		7,771.73
	*** VENDOR TOTALS ***					1 CHECKS		7,771.73
000402	LINDE GAS & EQUIPMENT							
I-11391464	WELDING RENTALS - PKS	R	10/17/2022	39.76		238791		
I-30466449	WELDING RENTAL - PKS	R	10/17/2022	39.09		238791		
I-31074331	WELDING RENTAL - PKS	R	10/17/2022	39.76		238791		118.61
	*** VENDOR TOTALS ***					1 CHECKS		118.61
004810	LOGAN CONTRACTORS SUPPLY							
I-B06086	STREET MAINT SUPPLIES	E	10/19/2022	1,239.48		005891		1,239.48
	*** VENDOR TOTALS ***					1 CHECKS		1,239.48
011572	MAINTAINX INC							
I-6D285358-0001	PREVENTATIVE MAINT. PRGM	E	10/19/2022	2,496.00		005936		2,496.00
	*** VENDOR TOTALS ***					1 CHECKS		2,496.00
002207	MANATTS INC							
I-5076782	9/8/22 D57-C20	E	10/19/2022	860.00		005881		
I-5076989	9/12/22 D57-C20	E	10/19/2022	1,140.00		005881		
I-5078604	9/21/22 C-4WR-C20	E	10/19/2022	740.00		005881		
I-5078643	9/21/22 C-4WR-C20	E	10/19/2022	848.00		005881		
I-5078738	9/21/22 D57-C20	E	10/19/2022	848.00		005881		
I-5078916	9/22/22 C4WR C20 CL3	E	10/19/2022	848.00		005881		
I-5078945	9/22/22 SUD 20ASH 3AGG W/MR	E	10/19/2022	1,280.00		005881		
I-5079040	9/22/22 SUD 20ASH 3AGG W/MR	E	10/19/2022	750.00		005881		7,314.00
	*** VENDOR TOTALS ***					1 CHECKS		7,314.00

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002183	MCCLURE ENGINEERING CO							
I-2022000919-000#3	PAY 3-STATE ST RECON-SB LANES	R	10/17/2022	23,008.75		238792		
I-211008-010 #7	PAY 7-NW 18TH ST RECON-ASH/AB	R	10/17/2022	38,657.50		238792		61,666.25
	*** VENDOR TOTALS ***					1 CHECKS		61,666.25
001671	MCC IOWA LLC							
I-10/01/22-10/31/22	10/01/22-10/31/22 DEDICATE INT	R	10/17/2022	500.00		238793		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
011543	GARRETT MEINECKE							
I-08/2022 BOOTS	08/2022 BOOT REIMBURSEMENT	E	10/19/2022	140.00		005935		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
004747	MENARDS							
C-74708	CLEAR MED BASE - CH	R	10/17/2022	21.99CR		238794		
C-75210 09/29/22	CR: 32 W 3500 -FD	R	10/17/2022	8.38CR		238794		
I-74651	PHOTOCELL SWIVEL -CH	R	10/17/2022	10.97		238794		
I-74658	BUILDING SUPPLIES - MU	R	10/17/2022	111.43		238794		
I-74662	MINI FOAM/TRAY LINER -CH	R	10/17/2022	7.55		238794		
I-74663	CLEAR MED BASE - CH	R	10/17/2022	21.99		238794		
I-74667	WASP KILLER/PAINT/PRIMER- PKS	R	10/17/2022	28.90		238794		
I-74721	DPIMPSKT/CAULK- CFAC	R	10/17/2022	14.97		238794		
I-74726	WOOD/HANGER/WIRE/ANCHOR-FD	R	10/17/2022	22.44		238794		
I-74771	BUSHINGS/TAPE/GLVS - PW	R	10/17/2022	34.72		238794		
I-74781	PAINT-SKETE PARK	R	10/17/2022	139.98		238794		
I-74817	FRAME/FOAM/LINER - PKS	R	10/17/2022	22.41		238794		
I-74826	LUMBER/MINI MARKER - FD	R	10/17/2022	100.08		238794		
I-74842 9/22/22	GFCI TESTER/HDMI/TV MOUNT-FD	R	10/17/2022	62.67		238794		
I-74848	HEX HEAD/MINI MARKER - FD	R	10/17/2022	8.18		238794		
I-74863	LIGHT BULBS - FD	R	10/17/2022	8.38		238794		
I-74882	STREET SUPPLIES - PW	R	10/17/2022	118.27		238794		
I-74897	IRRIGATION PARTS- AMP	R	10/17/2022	51.06		238794		
I-74978	LUMBER/PREMIX/TRIM - FD	R	10/17/2022	104.79		238794		
I-75007	BUILDING SUPPLIES - MU	R	10/17/2022	86.51		238794		
I-75061	PAINT MIXER/TRAY -CFAC	R	10/17/2022	10.95		238794		
I-75071	KEYSAFE MOUNTED WHITE-PD	R	10/17/2022	56.28		238794		
I-75078	WIU COVER - KL	R	10/17/2022	9.98		238794		
I-75121	VALUE PAINTER - PKS	R	10/17/2022	5.98		238794		
I-75129	HEX/CNCTR/DPLX/HNDYBX - FD	R	10/17/2022	92.98		238794		
I-75131 09/28/22	WIRE/OUTLET/CNCTR -FD	R	10/17/2022	36.61		238794		
I-75142	TUBE/REPAIR TRAPS - FD	R	10/17/2022	14.47		238794		
I-75180	VINTAGE LG WM GRY - ACC	R	10/17/2022	47.96		238794		
I-75187	BUILDING SUPPLIES - MU	R	10/17/2022	620.79		238794		
I-75206	FLSHLGT/DUSTER/BLDE/FC SHLD-MU	R	10/17/2022	56.95		238794		
I-75217	TRNSMTRS/CLICKER - PD	R	10/17/2022	99.96		238794		
I-75247	SPRAY WHT/SANDING DISC- PKS	R	10/17/2022	41.92		238794		2,019.76
	*** VENDOR TOTALS ***					1 CHECKS		2,019.76

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008914	BRIAN MENKE							
I-09/26/2022	9/26/22 MEALS	E	10/19/2022	12.79		005944		12.79
	*** VENDOR TOTALS ***					1 CHECKS		12.79
007664	MERCY NORTH PHARMACY							
I-10/6/2022	EMS PHARMACY	R	10/17/2022	1,704.03		238796		1,704.03
	*** VENDOR TOTALS ***					1 CHECKS		1,704.03
009296	MERRITT COMPANY INC							
I-62780	SEPTEMBER 2022 CLEANINGS	R	10/17/2022	17,353.00		238797		
I-62781	TOWELS - CH	R	10/17/2022	155.56		238797		
I-62782	TOWELS - FS#1	R	10/17/2022	77.78		238797		
I-62783	JANITORIAL SUPPLIES - KL	R	10/17/2022	984.56		238797		
I-62784	TOWELS/SOAP/TOILET PPR - PSB	R	10/17/2022	348.68		238797		
I-62785	TOWELS - PW	R	10/17/2022	155.56		238797		
I-62786	JANITORIAL SUPPLIES - ACC	R	10/17/2022	954.55		238797		20,029.69
	*** VENDOR TOTALS ***					1 CHECKS		20,029.69
003479	MID IOWA PETROLEUM EQUIPMENT L							
I-4609	FUEL STATION REPAIRS	E	10/19/2022	864.16		005886		864.16
	*** VENDOR TOTALS ***					1 CHECKS		864.16
004772	MID-IOWA SOLID WASTE EQUIPMENT							
I-57219	UNIT #742 SEWER CLEANING HOSES	E	10/19/2022	309.86		005890		309.86
	*** VENDOR TOTALS ***					1 CHECKS		309.86
000945	MIDWEST WHEEL COMPANIES							
I-2959363-00	GREASE - CG	R	10/17/2022	89.80		238798		
I-2964488-00	UNIT #604 LED BEACON	R	10/17/2022	74.99		238798		
I-2969481-00	UNIT #221 CORELESS VALVE	R	10/17/2022	75.65		238798		240.44
	*** VENDOR TOTALS ***					1 CHECKS		240.44
011620	BRODY MILLER							
I-09/22UNIFORM/BKS	09/22 BOOK/UNIFORM REMBRSMNT	E	10/19/2022	588.42		005957		588.42
	*** VENDOR TOTALS ***					1 CHECKS		588.42
1	BAISHNAB, NIRMAL							
I-000202210129414	US REFUND	R	10/17/2022	34.47		238650		34.47
1	BARLOW, CAROLINE							
I-000202210129399	US REFUND	R	10/17/2022	60.40		238651		60.40
1	BEALL, JACE							
I-000202210129367	US REFUND	R	10/17/2022	38.81		238652		38.81

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			DATE			NO	STATUS	AMOUNT
1	BERGER, TANON							
I-000202210129397	US REFUND	R	10/17/2022	64.20		238653		64.20
1	BLASER, CADE							
I-000202210129413	US REFUND	R	10/17/2022	49.72		238654		49.72
1	BOLIO, TAYLOR							
I-000202210129392	US REFUND	R	10/17/2022	47.68		238655		47.68
1	BROWN, JENIFER							
I-000202210129402	US REFUND	R	10/17/2022	21.74		238656		21.74
1	BURLING, BENJAMIN							
I-000202210129385	US REFUND	R	10/17/2022	29.88		238657		29.88
1	CARSON, JEFF & LORI							
I-000202210129390	US REFUND	R	10/17/2022	49.88		238658		49.88
1	DAYTON, CAITLYN							
I-000202210129398	US REFUND	R	10/17/2022	52.77		238659		52.77
1	DIRKSEN, TRAVIS							
I-000202210129407	US REFUND	R	10/17/2022	98.59		238660		98.59
1	ENDERTON-LLOYD , TAY							
I-000202210129396	US REFUND	R	10/17/2022	26.06		238661		26.06
1	ESPIEL, PRINCE KENNE							
I-000202210129389	US REFUND	R	10/17/2022	50.96		238662		50.96
1	FRIEDEL, MATTHEW							
I-000202210129376	US REFUND	R	10/17/2022	55.30		238663		55.30
1	GILES, RACHEL							
I-000202210129395	US REFUND	R	10/17/2022	55.31		238664		55.31
1	GORDY, JAMES							
I-000202210129408	US REFUND	R	10/17/2022	49.01		238665		49.01
1	HAIGHT, ASHLEY							
I-000202210129405	US REFUND	R	10/17/2022	19.22		238666		19.22
1	HAMPTON, CLAIRE							
I-000202210129372	US REFUND	R	10/17/2022	99.35		238667		99.35

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			DATE			NO	STATUS	AMOUNT
1	HUYNH, CINDY							
I-000202210129373	US REFUND	R	10/17/2022	55.36		238668		55.36
1	JOHANIK, JACOB							
I-000202210129415	US REFUND	R	10/17/2022	96.18		238669		96.18
1	JORGENSEN, MCKLAIN							
I-000202210129378	US REFUND	R	10/17/2022	63.66		238670		63.66
1	KOBER, SAM							
I-000202210129380	US REFUND	R	10/17/2022	46.17		238671		46.17
1	LARUE, MADISON							
I-000202210129381	US REFUND	R	10/17/2022	27.17		238672		27.17
1	LESTER, KAILEIGH							
I-000202210129416	US REFUND	R	10/17/2022	31.91		238673		31.91
1	LLOYD, JACK							
I-000202210129409	US REFUND	R	10/17/2022	32.28		238674		32.28
1	MAASS, EMMA							
I-000202210129404	US REFUND	R	10/17/2022	96.22		238675		96.22
1	MACE, LUKE							
I-000202210129368	US REFUND	R	10/17/2022	59.46		238676		59.46
1	MILLER, JACOB							
I-000202210129383	US REFUND	R	10/17/2022	47.31		238677		47.31
1	MNIKO, WILLIAM							
I-000202210129387	US REFUND	R	10/17/2022	43.26		238678		43.26
1	MOBLEY, ALEXANDRIA							
I-000202210129377	US REFUND	R	10/17/2022	60.15		238679		60.15
1	NEWSOME, LIN							
I-000202210129388	US REFUND	R	10/17/2022	59.87		238680		59.87
1	OBMANN, KOREY							
I-000202210129394	US REFUND	R	10/17/2022	62.94		238681		62.94
1	PATEL, HIREN & KRISH							
I-000202210129371	US REFUND	R	10/17/2022	94.94		238682		94.94

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	PHELAN, SARAH							
I-000202210129366	US REFUND	R	10/17/2022	59.14		238683		59.14
1	PHILLIPS, BLAKE							
I-000202210129393	US REFUND	R	10/17/2022	52.77		238684		52.77
1	PICK, MATTHEW							
I-000202210129384	US REFUND	R	10/17/2022	100.00		238685		100.00
1	RAWLINGS, KARINA							
I-000202210129379	US REFUND	R	10/17/2022	52.92		238686		52.92
1	RICE, LILLY							
I-000202210129401	US REFUND	R	10/17/2022	42.59		238687		42.59
1	RISLEY, ANNA & GARRE							
I-000202210129382	US REFUND	R	10/17/2022	87.29		238688		87.29
1	SALVATIERRA, HAYLI							
I-000202210129411	US REFUND	R	10/17/2022	98.72		238689		98.72
1	SEPIOL, JOSEPH							
I-000202210129403	US REFUND	R	10/17/2022	37.01		238690		37.01
1	SMITH, DIANE							
I-000202210129406	US REFUND	R	10/17/2022	53.25		238691		53.25
1	SMITH, JACK R							
I-000202210129400	US REFUND	R	10/17/2022	990.54		238692		990.54
1	STARKMAN, RYAN							
I-000202210129391	US REFUND	R	10/17/2022	19.91		238693		19.91
1	STROVERS, MIKE							
I-000202210129370	US REFUND	R	10/17/2022	16.96		238694		16.96
1	TAYLORED EXPRESSIONS							
I-000202210129417	US REFUND	R	10/17/2022	100.00		238695		100.00
1	TEN NAPEL, ALISSA							
I-000202210129369	US REFUND	R	10/17/2022	63.48		238696		63.48
1	THOEL, BAILEY							
I-000202210129386	US REFUND	R	10/17/2022	49.60		238697		49.60

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1	VUKELICH, ANDREW							
I-000202210129375	US REFUND	R	10/17/2022	99.98		238698		99.98
1	WELCH, TAYLOR							
I-000202210129374	US REFUND	R	10/17/2022	24.91		238699		24.91
1	WESTERGAARD, CONNOR							
I-000202210129410	US REFUND	R	10/17/2022	92.39		238700		92.39
1	WRIGHT, ALBERT							
I-000202210129412	US REFUND	R	10/17/2022	53.53		238701		53.53
1	TREASURER STATE OF I							
I-000202210129418	US REFUND	R	10/17/2022	2,500.06		238702		2,500.06
	*** VENDOR TOTALS ***					53 CHECKS		6,375.28
011599	STACY MITCHELL							
I-10/21/2022CLASS	10/21/2022 COLOR YOUR PLATE	E	10/19/2022	200.00		005954		
I-9/16/22 KL REISSUE	9/16/22 COLOR YOUR PLATE-KL	E	10/19/2022	200.00		005954		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
010051	MOBOTREX INC							
I-260042	PHOTOCELL - TRAFFIC	E	10/19/2022	621.00		005927		621.00
	*** VENDOR TOTALS ***					1 CHECKS		621.00
000391	MOST DEPENDABLE FOUNTAINS							
I-INV69522	BELLAGIO PARK FOUNTAIN	R	10/17/2022	5,860.00		238799		5,860.00
	*** VENDOR TOTALS ***					1 CHECKS		5,860.00
006756	MTI DISTRIBUTING INC							
I-1364165-00	BLADE -PRSC	R	10/17/2022	198.99		238800		
I-1364905-00	SPEARS/RINGS/NIPPLES-AMP	R	10/17/2022	85.64		238800		
I-1365209-00	UNIT 877 VOLTAGE REG	R	10/17/2022	265.59		238800		
I-1365380-00	JUMBO GREEN BOX-AMP	R	10/17/2022	83.15		238800		
I-1365589-00	BEARING - OCM	R	10/17/2022	344.88		238800		
I-1365660-00	DEG/CPLG/CLAMP/DEG-AMP	R	10/17/2022	78.23		238800		
I-1366025-00	TINE - OCM	R	10/17/2022	179.49		238800		1,235.97
	*** VENDOR TOTALS ***					1 CHECKS		1,235.97
008356	MARK D MUELLER							
I-07/22-09/22FITNESS	07/22-09/22 FITNESS REIMBRSMNT	E	10/19/2022	54.00		005942		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00

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002032	MUNICIPAL COLLECTIONS OF AMERI							
I-57224	09/22 COLLECTION FEES	R	10/17/2022	639.04		238801		639.04
	*** VENDOR TOTALS ***					1 CHECKS		639.04
006750	MUNICIPAL PIPE TOOL							
I-33134	UNIT #741 PARTS	R	10/17/2022	620.17		238802		
I-33266	PRESSURE GAUGE - MU	R	10/17/2022	219.47		238802		839.64
	*** VENDOR TOTALS ***					1 CHECKS		839.64
000350	MUNICIPAL SUPPLY INC							
C-0848806-CM	CR: METERS - MU	R	10/17/2022	5,016.00CR		238803		
I-0847011-IN	STREET MAINT SUPPLIES	R	10/17/2022	1,463.00		238803		
I-0847960-IN	METERS - MU	R	10/17/2022	10,032.00		238803		
I-0848299-IN	WATER SYSTEM MAINT SUPPLIES	R	10/17/2022	177.10		238803		
I-0849006-IN	WRENCH/MANHOLE COVER HOOK-MU	R	10/17/2022	235.50		238803		
I-0849354-IN	VLOC REPAIR - MU	R	10/17/2022	448.64		238803		
I-0849355	WATER SYSTEM MAINT SUPPLY	R	10/17/2022	264.99		238803		
I-0849841-IN	WATER SYSTEM MAINT SUPPLIES	R	10/17/2022	684.69		238803		8,289.92
	*** VENDOR TOTALS ***					1 CHECKS		8,289.92
003057	NAPA AUTO PARTS							
C-2986-694919	UNIT #113 BRAKE PADS WARRANTY	R	10/17/2022	154.07CR		238804		
C-2986-694951	CR: UNIT #113 CORE DEPOSIT	R	10/17/2022	55.00CR		238804		
I-2986-692220	FUSE - PD SQUAD CAR	R	10/17/2022	226.44		238804		
I-2986-694569	PENETRANT OIL - MU	R	10/17/2022	18.70		238804		
I-2986-694911	UNIT #201 OXYGEN SENSOR	R	10/17/2022	50.87		238804		
I-2986-694928	DRILL BIT - CG	R	10/17/2022	25.82		238804		
I-2986-694984	LAMP - PLOW TRUCKS	R	10/17/2022	79.62		238804		
I-2986-694993	UNIT #240 AIR FILTER	R	10/17/2022	31.09		238804		
I-2986-694994	UNIT #240 FUEL FILTER	R	10/17/2022	7.09		238804		
I-2986-695030	UNIT #240 FUEL FILTER	R	10/17/2022	62.68		238804		
I-2986-695055	TRUCK-LITE - PLOW TRUCKS	R	10/17/2022	49.68		238804		
I-2986-695119	UNIT #631 SPARK PLUG	R	10/17/2022	11.72		238804		
I-2986-695129	UNIT #631 FUEL FILTER	R	10/17/2022	7.00		238804		
I-2986-695162	CAPSULE - CG	R	10/17/2022	11.38		238804		
I-2986-695170	UNIT #116 OIL FILTER	R	10/17/2022	27.66		238804		
I-2986-695174	OIL/AIR/FUEL FILTERS - CG	R	10/17/2022	50.66		238804		
I-2986-695182	BOXED MINIATURES/BULB - CG	R	10/17/2022	28.35		238804		
I-2986-695183	FITTING - CG	R	10/17/2022	7.01		238804		
I-2986-695505	CABLE LUBE - CG	R	10/17/2022	104.28		238804		
I-2986-695545	UNIT #647 FUEL/AIR/OIL FILTERS	R	10/17/2022	125.46		238804		
I-2986-695633	UNIT #228 FUEL FILTER	R	10/17/2022	8.58		238804		
I-2986-695694	UNITS 809/828/27 AIR/OIL FILTE	R	10/17/2022	31.35		238804		
I-2986-695708	UNIT #228 OIL FILTER	R	10/17/2022	11.56		238804		
I-2986-695743	UNIT #228 FUEL FILTERS	R	10/17/2022	53.74		238804		
I-2986-695760	HALOGEN SEALED BEAMS - FD	R	10/17/2022	21.88		238804		
I-2986-695768	LAMP - CG	R	10/17/2022	96.94		238804		
I-2986-695799	UNIT #80 OIL FILTER	R	10/17/2022	4.00		238804		

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I-2986-695800	UNIT #80 PURGE VALVE	R	10/17/2022	37.99		238804		
I-2986-696001	UNIT #115 COMPRESSOR/BELT	R	10/17/2022	745.72		238804		
I-2986-696060	UNIT #115 CONDENSER	R	10/17/2022	190.22		238804		
I-694569	OIL - CG	R	10/17/2022	18.70		238804		1,937.12
	*** VENDOR TOTALS ***					1 CHECKS		1,937.12
011621	NORTH CREEK II TOWNHOME ASSOCI							
I-08082022-NCT	DAMAGE DEPOSIT REFUND	R	10/17/2022	100.00		238806		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
000367	O'HALLORAN INTERNATIONAL							
I-31P172299	UNIT #277 BRAKE SHOE/DRUM	E	10/19/2022	511.32		005864		
I-31P172670	UNIT #221 PARTS	E	10/19/2022	283.41		005864		
I-31P172685	UNIT #221 STEER SPRING	E	10/19/2022	804.35		005864		
I-31P173213	UNIT #647 TRANSMITTER SPEED	E	10/19/2022	117.38		005864		1,716.46
	*** VENDOR TOTALS ***					1 CHECKS		1,716.46
000837	O'REILLY AUTOMOTIVE INC							
I-0295-302275	UNIT #240 FUEL FILTER	E	10/19/2022	97.50		005872		97.50
	*** VENDOR TOTALS ***					1 CHECKS		97.50
007222	OCLC ONLINE COMPUTER LIBRARY							
I-1000260365	10/1/22-10/31/22 WORLDSHARE	E	10/19/2022	47.69		005908		47.69
	*** VENDOR TOTALS ***					1 CHECKS		47.69
003727	ODP BUSINESS SOLUTIONS, LLC							
I-259538331003	CUPS - PW	R	10/17/2022	67.40		238807		
I-262476615001	THERMAL/CLNR/ERASR - KL	R	10/17/2022	165.62		238807		
I-264411676001	CASE JACKETS - PD	R	10/17/2022	343.85		238807		
I-264697463001	BATTERIES/TAPE/PAPER- KL	R	10/17/2022	351.37		238807		
I-264697869001	MARKERS - KL	R	10/17/2022	39.89		238807		
I-265544658001	COFFEE - PW	R	10/17/2022	47.52		238807		
I-265584978001	PAPER - PW	R	10/17/2022	447.84		238807		
I-265589016001	COFFEE - PW	R	10/17/2022	41.10		238807		
I-266958759001	PENS - PW	R	10/17/2022	23.99		238807		
I-266960258001	PENS - PW	R	10/17/2022	49.18		238807		
I-268269509001	LABEL PAPER/TAPE - FD	R	10/17/2022	56.11		238807		
I-268501057001	TISSUES/BAGS/STRAP/WIPES-KL	R	10/17/2022	291.86		238807		
I-268628381001	CHAIR MAT - PD	R	10/17/2022	56.36		238807		1,982.09
	*** VENDOR TOTALS ***					1 CHECKS		1,982.09
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY6FNL-36TH/WGL	PAY6FNL-36TH/WGL WTR MAIN	R	10/17/2022	2,636.25		238808		2,636.25

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009363	ON-TRACK CONSTRUCTION LLC							
I-RTNG-36TH/WGL	RTNG-36TH ST/WGL DR WTR MN	R	10/17/2022	65,973.84		238809		65,973.84
	*** VENDOR TOTALS ***					2 CHECKS		68,610.09
007878	OVERDRIVE INC							
I-06497CO22348318	MULTIMEDIA - KL	R	10/17/2022	131.96		238810		
I-06497CO22348371	MULTIMEDIA - KL	R	10/17/2022	841.70		238810		
I-06497CO22353143	MULTIMEDIA - KL	R	10/17/2022	987.91		238810		
I-06497CO22353153	MULTIMEDIA - KL	R	10/17/2022	898.27		238810		
I-06497DA22347509	MULTIMEDIA - KL	R	10/17/2022	55.00		238810		2,914.84
	*** VENDOR TOTALS ***					1 CHECKS		2,914.84
003105	P & M APPAREL							
I-37745	UNIFORM - FD	E	10/19/2022	90.00		005884		
I-37757	UNIFORM - FD	E	10/19/2022	16.05		005884		
I-38372	UNIFORM - FD	E	10/19/2022	91.40		005884		
I-39643	UNIFORMS - FD	E	10/19/2022	600.00		005884		797.45
	*** VENDOR TOTALS ***					1 CHECKS		797.45
002046	PEAK SOFTWARE SYSTEMS INC							
I-024987	FY 23 PEAK SOFTWARE	R	10/17/2022	10,731.44		238811		10,731.44
	*** VENDOR TOTALS ***					1 CHECKS		10,731.44
000699	THE PENWORTHY COMPANY							
I-0585092-IN	MISC BOOKS - KL	R	10/17/2022	982.92		238812		982.92
	*** VENDOR TOTALS ***					1 CHECKS		982.92
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-61525160	BEVERAGES FOR RESALE-OC	E	10/19/2022	233.09		005882		233.09
	*** VENDOR TOTALS ***					1 CHECKS		233.09
009158	PERFORMANCE FOODSERVICE - THOM							
I-7096139	FOOD FOR RESALE-OC	R	10/17/2022	1,064.03		238813		1,064.03
	*** VENDOR TOTALS ***					1 CHECKS		1,064.03
000384	PITNEY BOWES INC							
I-1021685483	RED INK CARTRIDGE - CH	E	10/19/2022	118.99		005865		118.99
	*** VENDOR TOTALS ***					1 CHECKS		118.99
000671	PLUMB SUPPLY COMPANY - DM							
I-8288378	SKT CPLG/SKT 90 ELL-CFAC	R	10/17/2022	101.16		238814		101.16
	*** VENDOR TOTALS ***					1 CHECKS		101.16

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000047	CURTIS POEHLEIN							
I-09/2022 FITNESS	09/2022 FITNESS	E	10/19/2022	18.00		005938		18.00
	*** VENDOR TOTALS ***					1 CHECKS		18.00
005176	POLK CITY FIRE & RESCUE DEPART							
I-SEPTEMBER 2022	COQ FROM PCFD - FD	E	10/19/2022	2,200.00		005895		2,200.00
	*** VENDOR TOTALS ***					1 CHECKS		2,200.00
009386	POMP'S TIRE SERVICE, INC							
C-1400092494	CR: TAX CREDIT INV 1400091926	E	10/19/2022	7.50CR		005921		
I-1400091926	UNIT #245 PERFORMER EVO	E	10/19/2022	897.54		005921		
I-1400092102	UNIT #240 ROAD SERVICE	E	10/19/2022	292.94		005921		
I-1400093366	UNIT #621 TIRES	E	10/19/2022	630.00		005921		1,812.98
	*** VENDOR TOTALS ***					1 CHECKS		1,812.98
005896	PRECISION UNDERGROUND UTILITIE							
I-23222	PRECISION-HH ADJUSTMENT-TRFC	R	10/17/2022	2,241.54		238815		2,241.54
	*** VENDOR TOTALS ***					1 CHECKS		2,241.54
005151	JULS DESIGN INC							
I-12011	FALL CITY GUIDE DESIGN	E	10/19/2022	3,124.39		005894		
I-12013	SCORECARD DESIGN - COMM	E	10/19/2022	142.56		005894		
I-8468	ZIP UP JACKET - MU	E	10/19/2022	147.00		005894		3,413.95
	*** VENDOR TOTALS ***					1 CHECKS		3,413.95
000344	QUICK SUPPLY CO							
I-QSC157017	PROFILE FUTERRA/STAPLES - MU	R	10/17/2022	284.95		238816		284.95
	*** VENDOR TOTALS ***					1 CHECKS		284.95
006390	QUILL CORPORATION							
I-27897244	BLUE RECY PLASTIC-P&R	R	10/17/2022	24.28		238817		
I-27952880	LEQUID ACCENT HIGHLTR -P&R	R	10/17/2022	15.42		238817		39.70
	*** VENDOR TOTALS ***					1 CHECKS		39.70
005557	RACOM CORPORATION							
I-RI-220654	EDACS/BEON ACCESS - FD	E	10/19/2022	2,015.25		005899		
I-RI-220660	EDACS ACCESS - PD	E	10/19/2022	2,612.73		005899		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98
003960	RDG IA INC							
I-51774 #6	PAY 6-4M CRK TRBTRY 4MCRK RSTR	R	10/17/2022	7,989.25		238818		7,989.25
	*** VENDOR TOTALS ***					1 CHECKS		7,989.25

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010307	REACH SPORTS MARKETING GROUP,							
I-82310	PLAYER LICENSE RENEWAL - IT	R	10/17/2022	350.00		238819		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00
000587	RED WING SHOE STORE							
I-20221006089893	BOOTS - CHAD CORE	E	10/19/2022	140.00		005869		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
008509	REDBUD LLC							
I-PAY 5-2022VEGTN	PAY 5-2022 NTV VEGETN MAINT	E	10/19/2022	5,036.52		005913		5,036.52
	*** VENDOR TOTALS ***					1 CHECKS		5,036.52
006038	REILLY CONSTRUCTION CO INC							
I-PAY 15-W1ST WDNG	PAY 15-W1ST ST WDNG/IMP PH1	R	10/17/2022	294,391.33		238820		294,391.33
	*** VENDOR TOTALS ***					1 CHECKS		294,391.33
008276	RELIANT FIRE APPARATUS INC							
I-3CI001741	FTG/BKST/PTC/BR - FD	R	10/17/2022	38.08		238821		
I-3CS001821	SWITCH ASSY - FD	R	10/17/2022	551.03		238821		
I-CI005093	FTG/BKST/PTC/BR - FD	R	10/17/2022	11.24		238821		600.35
	*** VENDOR TOTALS ***					1 CHECKS		600.35
006366	ROTELLA'S ITALIAN BAKERY INC							
I-X13819	FOOD FOR RESALE -OC	E	10/19/2022	67.72		005904		
I-X16396	FOOD FOR RESALE - OC	E	10/19/2022	57.06		005904		
I-XI20124	FOOD FOR RESALE - OC	E	10/19/2022	104.06		005904		228.84
	*** VENDOR TOTALS ***					1 CHECKS		228.84
011492	JEREMY RYDL							
I-10/04/2022	BOOT OVERPAYMENT	E	10/19/2022	19.33		005953		19.33
	*** VENDOR TOTALS ***					1 CHECKS		19.33
004079	STRAWBERRY PATCH							
I-93728	YOUTH TEES - P&R	R	10/17/2022	480.00		238822		480.00
	*** VENDOR TOTALS ***					1 CHECKS		480.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-024220	FIREFIGHTING GEAR - FD	E	10/19/2022	19,080.12		005900		19,080.12
	*** VENDOR TOTALS ***					1 CHECKS		19,080.12
006963	DAVID SCHUMACHER							
I-09/20/22-09/21/22	9/20-9/21/22 MEALS	E	10/19/2022	28.73		005939		28.73
	*** VENDOR TOTALS ***					1 CHECKS		28.73

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE:10/06/2022 THRU 10/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000835	SF MOBILE-VISION INC							
I-47740	MEMORY CARDS - PD	E	10/19/2022	390.00		005871		390.00
	*** VENDOR TOTALS ***					1 CHECKS		390.00
001103	SHRED-IT							
I-8002484143	9/14/22 SHREDDING - PD	R	10/17/2022	61.53		238823		61.53
	*** VENDOR TOTALS ***					1 CHECKS		61.53
000990	SNYDER & ASSOCIATES INC							
I-120.0274.01A-2	HTT - LANDSCAPING	E	10/19/2022	468.00		005874		468.00
	*** VENDOR TOTALS ***					1 CHECKS		468.00
011605	SPLASH POOL AND SPA BUILDERS L							
I-PAY 1-2022PRAC	PAY 1-2022 PRAC RSRFCNG PRJCT	E	10/19/2022	140,449.90		005937		140,449.90
	*** VENDOR TOTALS ***					1 CHECKS		140,449.90
001280	SPRAYER SPECIALTIES INC							
I-1168208-IN	MTG BRACKET - STREETS	E	10/19/2022	59.28		005875		59.28
	*** VENDOR TOTALS ***					1 CHECKS		59.28
006417	STERNQUIST CONSTRUCTION INC							
I-PAY 6-CROSSWINDS	PAY 6-SE CROSSWINDS RISE PH2	R	10/17/2022	53,602.95		238824		53,602.95
	*** VENDOR TOTALS ***					1 CHECKS		53,602.95
003578	MEGAN M FLYNN							
I-10/03/2022ELF	12/3/2022BUDDY THE ELF DEPOSIT	R	10/17/2022	340.00		238825		340.00
	*** VENDOR TOTALS ***					1 CHECKS		340.00
003339	STREICHER'S							
I-I1591948	SIMUNITION EQUIPMENT-PD	R	10/17/2022	573.76		238826		573.76
	*** VENDOR TOTALS ***					1 CHECKS		573.76
011487	STRETCH LAWN CARE							
I-3068	09/23-9/30/22 SOUTH ZONE B MOW	E	10/19/2022	6,134.33		005934		
I-3078	10/1-10/7/22 SOUTH ZONE B MOW	E	10/19/2022	6,134.33		005934		12,268.66
	*** VENDOR TOTALS ***					1 CHECKS		12,268.66
006378	A & G PROPERTIES LLC							
I-09/2022 CARWASH-PD	POLICE CAR WASHES	R	10/17/2022	1,251.00		238827		
I-09/2022 CARWASH-PW	CAR WASH - PW	R	10/17/2022	9.00		238827		1,260.00
	*** VENDOR TOTALS ***					1 CHECKS		1,260.00
000124	SYSCO IOWA INC							
I-239797411	FOOD FOR RESALE - CFAC	R	10/17/2022	299.00		238828		
I-239846737	FOOD FOR RESALE - OC	R	10/17/2022	51.09		238828		
I-239847907	FOOD FOR RESALE - OC	R	10/17/2022	529.00		238828		
I-239855637	FOOD FOR RESALE - OC	R	10/17/2022	48.14		238828		
I-239856578	FOOD FOR RESALE - OC	R	10/17/2022	508.63		238828		1,435.86
	*** VENDOR TOTALS ***					1 CHECKS		1,435.86

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 10/06/2022 THRU 10/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010068	T-MOBILE USA INC							
I-9/21/2022	8/21/22-9/20/22 STATEMENT	R	10/17/2022	990.27		238829		990.27
	*** VENDOR TOTALS ***					1 CHECKS		990.27
005911	TARGET SOLUTIONS LEARNING LLC							
I-INV59388	TARGET SOLUTIONS TRAINING	E	10/19/2022	4,766.13		005901		4,766.13
	*** VENDOR TOTALS ***					1 CHECKS		4,766.13
009540	TELEFLEX LLC							
I-9506048938	EMS SUPPLIES - FD	E	10/19/2022	562.50		005923		562.50
	*** VENDOR TOTALS ***					1 CHECKS		562.50
006505	TG TECHNICAL SERVICES LLC							
I-00545	BATTERY SET FOR GAS MONITOR-FD	E	10/19/2022	102.22		005905		
I-00572	METHANE SENSOR - FD	E	10/19/2022	133.37		005905		235.59
	*** VENDOR TOTALS ***					1 CHECKS		235.59
011608	THE HOME DEPOT PRO							
I-707617072	DISCONNECT BOX - PKS	R	10/17/2022	22.28		238830		22.28
	*** VENDOR TOTALS ***					1 CHECKS		22.28
006031	KATIE THIELMAN							
I-9/01/2022	9/06/22-9/29/22 MILEAGE	E	10/19/2022	132.19		005902		132.19
	*** VENDOR TOTALS ***					1 CHECKS		132.19
010127	TK ELEVATOR CORPORATION							
I-1000464484	10/1-12/31/22 ELEVATOR SVC-PD	E	10/19/2022	202.32		005928		202.32
	*** VENDOR TOTALS ***					1 CHECKS		202.32
000444	TOMPKINS INDUSTRIES INC							
I-405262154	UNIT #120 BRASS COMP	E	10/19/2022	21.42		005867		21.42
	*** VENDOR TOTALS ***					1 CHECKS		21.42
009541	MIKLANNET TENNAL							
I-08/2022TOT/LA/BBS	08/01-08/10/22 TOT/LA/BBS	E	10/19/2022	1,964.00		005948		1,964.00
	*** VENDOR TOTALS ***					1 CHECKS		1,964.00
006765	TRAFFIC CONTROL CORPORATION							
I-138462	SIGNAL CABINETS-NW 36TH	E	10/19/2022	64,500.00		005906		
I-138632	CABINET-NE 36TH/ SPECTRUM	E	10/19/2022	32,250.00		005906		96,750.00
	*** VENDOR TOTALS ***					1 CHECKS		96,750.00
008500	TRANSUNION RISK AND ALTERNATIV							
I-867836-202209-1	SEPTEMBER 2022 STATEMENT	R	10/17/2022	1.20		238831		1.20
	*** VENDOR TOTALS ***					1 CHECKS		1.20

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 10/06/2022 THRU 10/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004330	TREASURER STATE OF IOWA							
I-FY22	EMPL RMBSMT UNCLAIMED PROP	R	10/17/2022	6.36		238832		6.36
	*** VENDOR TOTALS ***					1 CHECKS		6.36
000468	TRUCK EQUIPMENT INC							
I-307630	UNIT #220 PARTS	E	10/19/2022	280.18		005868		
I-307633	UNIT #220 PUSH BUTTON SWITCH	E	10/19/2022	554.94		005868		835.12
	*** VENDOR TOTALS ***					1 CHECKS		835.12
003278	DAVIS EQUIPMENT CORPORATION							
I-JI73303	SPRING TOR UNIT 824 -OCM	E	10/19/2022	30.46		005885		
I-JI73462	UNIT #849 BLADE /BELT - OCM	E	10/19/2022	190.29		005885		220.75
	*** VENDOR TOTALS ***					1 CHECKS		220.75
006209	ULINE INC							
I-154247365	NITRILE GLOVES - PD	R	10/17/2022	191.18		238833		191.18
	*** VENDOR TOTALS ***					1 CHECKS		191.18
002135	UPHDM OCCUPATIONAL MEDICINE							
I-144692	411 PD PHYS/DRUG TESTING	R	10/17/2022	2,031.25		238834		2,031.25
	*** VENDOR TOTALS ***					1 CHECKS		2,031.25
006789	HD SUPPLY FACILITIES MAINTENAN							
I-029135	NALGENE BOTTLE - MU	E	10/19/2022	171.69		005907		
I-030538	ASR STIRRER - MU	E	10/19/2022	379.17		005907		550.86
	*** VENDOR TOTALS ***					1 CHECKS		550.86
010506	ASHLIE VAN HORN							
I-09/22-10/22ZUMBA	9/22-10/22 ZUMBA	E	10/19/2022	200.00		005950		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
005012	VAN-WALL EQUIPMENT INC							
I-5624669	UNIT #633 PARTS	E	10/19/2022	168.50		005893		
I-5681151	UNIT #240 OIL FILTER	E	10/19/2022	27.73		005893		
I-5683268	UNIT #631 OIL FILTER	E	10/19/2022	22.14		005893		
I-5684568	UNIT #631 COOL GARD MIX	E	10/19/2022	18.01		005893		
I-5687142	UNIT #864 SPRING	E	10/19/2022	45.65		005893		
I-5694802	HYGARD - OCM	E	10/19/2022	125.99		005893		408.02
	*** VENDOR TOTALS ***					1 CHECKS		408.02
010279	VELOCITY SYSTEMS							
I-66675	PLATE CARRIER AND ACC-PD	E	10/19/2022	608.00		005930		608.00
	*** VENDOR TOTALS ***					1 CHECKS		608.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 10/06/2022 THRU 10/19/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000482	WALMART COMMUNITY							
I-04750	LABEL/WATER - PARKS	R	10/17/2022	18.18		238835		18.18
			*** VENDOR TOTALS ***			1 CHECKS		18.18
004796	WALSH DOOR & HARDWARE COMPANY							
I-785676	DOOR REPAIRS - KL	R	10/17/2022	542.00		238836		542.00
			*** VENDOR TOTALS ***			1 CHECKS		542.00
007821	BEECHER EMISSION SOLUTION TECH							
I-6427	FY 22 AMBO WARD NO SMOKE	E	10/19/2022	9,394.49		005910		9,394.49
			*** VENDOR TOTALS ***			1 CHECKS		9,394.49
002569	WASTE CONNECTIONS INC							
I-3380075T071	9/1/22-9/30/22 SVC - MAINT FAC	R	10/17/2022	275.79		238837		
I-3392500T071	9/1-9/30/22 SVCS - MAINT FAC	R	10/17/2022	425.35		238837		
I-3392501T071	9/14/22 ROLL OFF - PRSC	R	10/17/2022	461.20		238837		1,162.34
			*** VENDOR TOTALS ***			1 CHECKS		1,162.34

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	187	2,424,525.90	0.00	2,424,525.90
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	102	817,165.64	0.00	817,165.64
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: APGBW TOTALS:	289	3,241,691.54	0.00	3,241,691.54
BANK: APGBW TOTALS:	289	3,241,691.54	0.00	3,241,691.54
REPORT TOTALS:	289	3,241,691.54	0.00	3,241,691.54

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: 10/06/2022 THRU 10/19/2022

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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to Equipment Operator-Public Works Department and Police Officer-Police Department, subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified lists for appointment to Equipment Operator-Public Works Department and Police Officer-Police Department, 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

October 17, 2022

To: The Honorable Mark Holm, Mayor, and City Council Members

From: Civil Service Commission

At the October 10, 2022, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Equipment Operator – Public Works Department:

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

Police Officer – Police Department:

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

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot D, Cherry Glen Estates Plat 6; and associated with the development of 5325 NW 8th Street, Cherry Glen Ballpark Development Project site plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Easement

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON LOT D, CHERRY GLEN ESTATES PLAT 6; AND ASSOCIATED WITH THE DEVELOPMENT OF 5325 NW 8th STREET, CHERRY GLEN BALLPARK DEVELOPMENT PROJECT SITE PLAN

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot D, Cherry Glen Estates Plat 6; and associated with the development of the 5325 NW 8th Street, Cherry Glen Ballpark Development Project Site Plan, has been submitted and approved by the Community Development Director of the City of Ankeny, Iowa.

NOW THEREFORE, be it resolved by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot D, Cherry Glen Estates Plat 6; and associated with the development of the 5325 NW 8th Street, Cherry Glen Ballpark Development Project Site Plan are hereby accepted.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Mitchell Wedell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, 50023 Phone: 515-963-3523

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between city of Ankeny, Iowa (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Lot 'D', Cherry Glen Estates Plat 6

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

See attached "Exhibit B"

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited

Property owners ("Owners") shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.
10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and

Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.

11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/1 assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit A**, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
- 14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 - 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 - 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 - 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
 - 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 - 19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 - 20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.
 - 21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this ____ day of _____, ____.

Grantor:

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF _____, ss:

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County and State personally appeared **Grantor**, to me personally known, who being by me duly sworn, did say that he is Mayor, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the City of Ankeny, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the ____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, ____.

City Clerk of the City of Ankeny, Iowa

Owner:

By: _____

Name: _____

Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ 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 _____, 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.

Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY and PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

Insert Legal description of detention area

and applies to the property described as:

Insert Legal description of entire plat

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and

- C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: _____

By _____

Name _____

Date _____

Witness _____

Name _____

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 'D'
CHERRY GLEN ESTATES PLAT 6
(Section 17, Township 80N, Range 24W)
REQUESTED BY:
CITY OF ANKENY

EXHIBIT "B"
EASEMENT PLAT

EASEMENT DESCRIPTION

A PART OF LOT 'D', CHERRY GLEN ESTATES PLAT 6, AN OFFICIAL PLAT NOW INCLUDED AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 'D'; THENCE NORTH 67°05'22" EAST, 58.34 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22°00'57" EAST, 63.08 FEET; THENCE NORTH 58°38'13" EAST, 80.15 FEET; THENCE SOUTH 71°13'19" EAST, 44.36 FEET; THENCE SOUTH 30°14'24" WEST, 126.69 FEET; THENCE NORTH 71°29'17" WEST, 74.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.20 ACRES, (8,866 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

09/12/2022

OWNER

CITY OF ANKENY

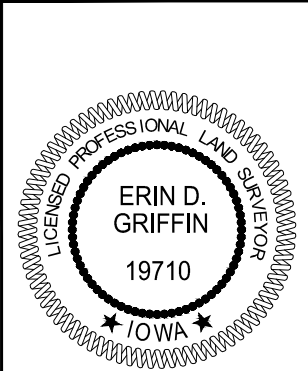
LEGEND

FEATURES

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

FOUND SET

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

Erin D. Griffin 09/29/2022
Erin D. Griffin, PLS Date

License Number 19710
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2 of 2.

LOT 'D', CHERRY GLEN ESTATES PLAT 6

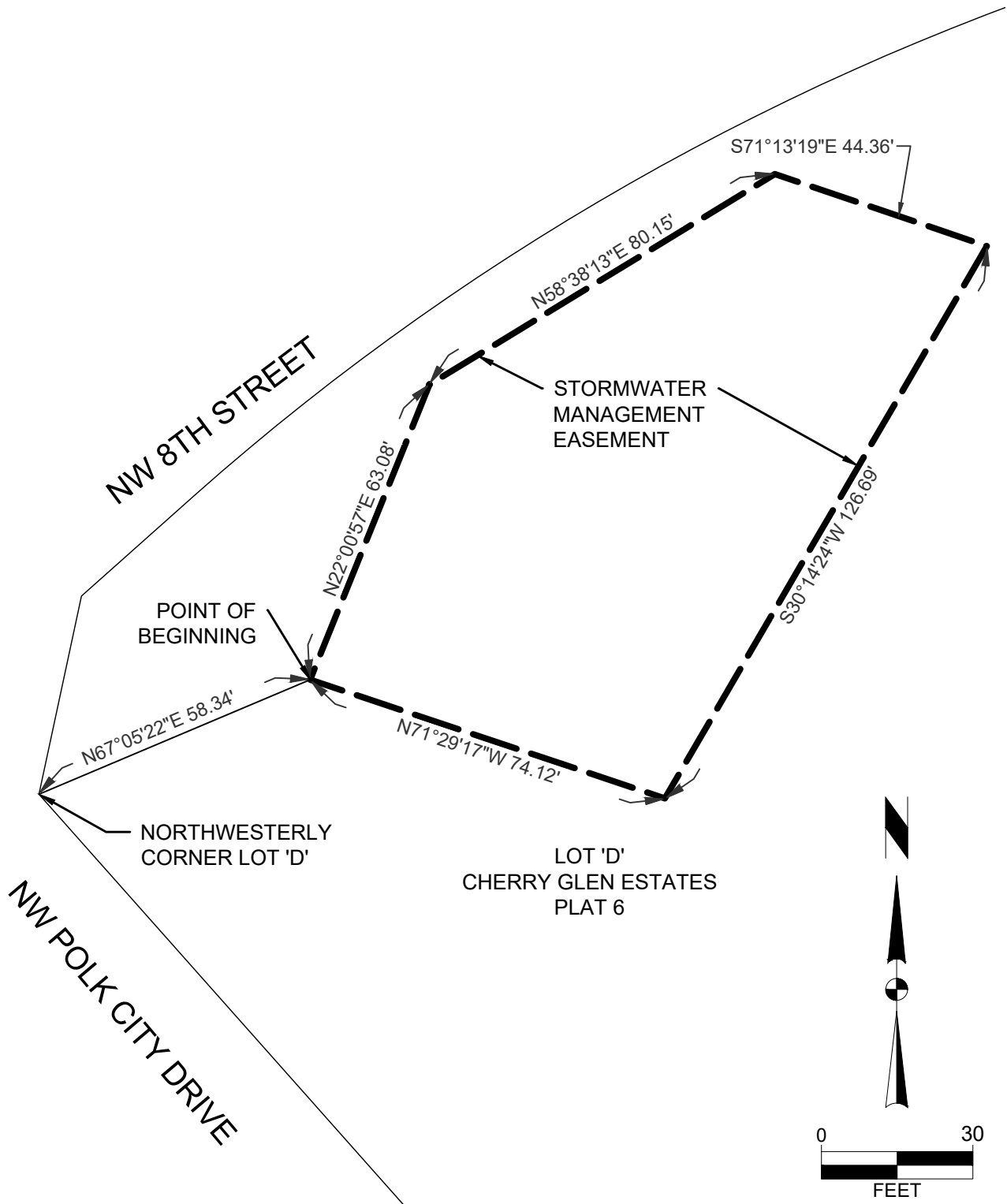
STORM WATER MANAGEMENT EASEMENT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2
PN: 122.0224.01
T-R-S:80N-24W-17
DATE: 09/12/2022
PM/TECH: EDG/DCG

EASEMENT PLAT



LOT 'D', CHERRY GLEN ESTATES PLAT 6

STORM WATER MANAGEMENT EASEMENT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2
PN: 122.0224.01
T-R-S:80N-24W-17
DATE: 09/12/2022
PM/TECH: EDG/DCG



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary non-urbanized annexation of certain territory located adjacent to the northeast quadrant of Ankeny requested by DRA Properties, LC. (date of hrg: 11/21/22 @ 5:30 p.m.)

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:

Adopt resolution setting a public hearing for 11/21/22 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

September 6, 2022: City Council initiated voluntary annexation of the DRA Properties NE Annexation.

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

PUBLIC OUTREACH EFFORTS:

Consultation meeting held September 26, 2022.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public/Legal Notice
 Applicant Letter
 Annexation Map
 Aerial Map

RESOLUTION 2022-

A RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA REGARDING THE VOLUNTARY NON-URBANIZED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY DRA PROPERTIES, LC

WHEREAS, the titleholders of the following described property, has 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 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). [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, Section 368.7, Code of Iowa, provides that cities may, in connection with an Application for voluntary annexation, annex up to 20% of the total property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries; and

WHEREAS, the said Section provides that notice of the Application shall be published in an official county newspaper at least 10 business days prior to the action by the City Council on the Application; and

WHEREAS, the titleholders to the property described above have filed an application pursuant to Section 368.7; and

WHEREAS, the City has determined, in connection with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of an island or to create more uniform boundaries; and

WHEREAS, the following described property is additional territory to be annexed from non-consenting owners:

LEGAL DESCRIPTION:

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 said Section provides that notice of the Application shall be mailed by regular mail to the Chairperson of the County Board of Supervisors, to each owner of property that adjoins the territory, to all non-consenting owners of property, and each public utility which serves the area and by certified mail to the Chairperson of the County Board of Supervisors, to the Iowa Attorney General, Polk County Attorney, to the Metropolitan Planning Organization, Regional Planning Authority, to all affected public utilities, to all non-consenting owners of property to be annexed

and to each city which adjoins the territory or is within two miles of the territory at least 14 business days prior to the action of the City Council of the Application.

WHEREAS, the City Council of the City of Ankeny, Iowa deems it appropriate that a public hearing be held on such proposed annexation.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa as follows:

1. A public hearing before this Council on the application for annexation described in the preamble to this resolution is hereby set for 5:30 P.M. on the 21st day of November, 2022.
2. The City Clerk is authorized and directed to publish notice of such hearing at the time and manner required by law.

PASSED AND APPROVED this 17th day of October, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF PUBLIC HEARING ON APPLICATIONS
FOR A VOLUNTARY NON-URBANIZED ANNEXATION OF CERTAIN TERRITORY
ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY DRA
PROPERTIES, LC**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF ANKENY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF THE FILING OF AN APPLICATION FOR ANNEXATION UNDER THE PROVISIONS OF IOWA CODE SECTION 368.7.

YOU ARE HEREBY NOTIFIED that applications for annexation have been made and are under consideration by the City of Ankeny by the following property owners of tract of land, legally described as follows:

LEGAL DESCRIPTION:

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). [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 adjacent to the northeast quadrant of Ankeny and generally located east of I-35, north of NE 102nd Avenue (NE 18th Street) and west of NE 29th Street (NE Four Mile Drive).

YOU ARE FURTHER NOTIFIED that the applications for annexation for the above properties are on file with the City of Ankeny City Clerk at 410 West First Street, Ankeny, IA 50023 and may be viewed during normal business hours from 8 AM to 5 PM Monday through Friday.

YOU ARE FURTHER NOTIFIED that Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total of the property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The titleholders to the properties described above, have filed applications pursuant to Section 368.7 and the City has determined, in conjunction with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of islands or to create a more uniform boundary. The following described property is additional territory to be annexed from non- consenting property owners:

LEGAL DESCRIPTION:

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.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that a hearing before City Council on the above described Application for Annexation has been set to commence on the **21st** day of **November**, 2022, at 5:30 P.M., in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, at which time and place any person wishing to speak for or against said Application will be given the opportunity to be heard. Written public

comments may also be sent to the City Clerk's Office, 410 W First Street, Ankeny, Iowa by 5:00 p.m. on Friday, November 18th, 2022.

YOU ARE FURTHER NOTIFIED that a copy of said Applications are on file in the Ankeny City Clerk's office, and may be examined by any interested person during regular business hours.

DATED this 17th day of October 2022.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the 28th day of October, 2022.

September 14, 2022

Eric Jensen
Director of Community Development
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: DRA Properties NE Annexation

Eric,

On behalf of DRA Properties, we are pleased to submit for your review 77.74 acres in northeast Ankeny for Annexation. The project is located on the north side of NE 18th Street and just east of Interstate 35. Petitions have been included consenting to the annexation for 62.43 acres of the subject area. Future uses for this area are planned to be consistent with the City's Comprehensive Plan and sanitary sewer and water main are readily available to serve future development. Please let us know if the City needs any additional information or has any comments.

Sincerely,



Adam D. Schoeppner, PLS
NILLES ASSOCIATES, INC.

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

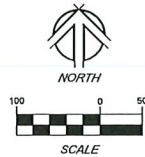
V:\W\2017\Projects 2017\22011\dwg\22011-ANX.dwg

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

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

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

LOT 9 LOT 8 LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1

NE DEER CREEK DRIVE

DEER CREEK ESTATES PLAT 5

LOT 11

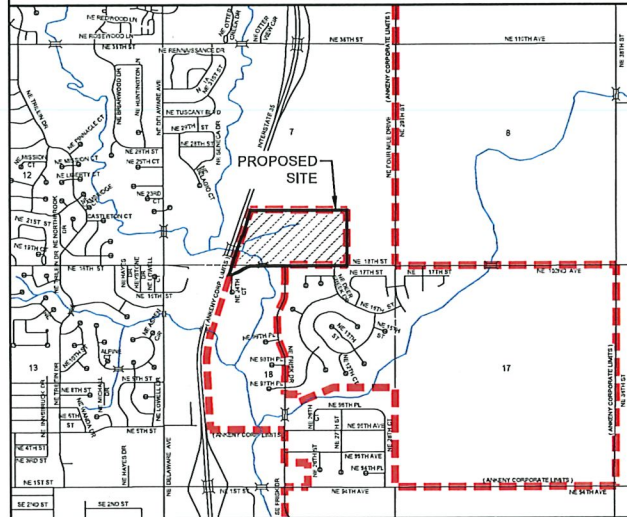
LOT 12

DEER CREEK ESTATES PLAT 13

OUTLOT Z

VICINITY MAP

SCALE: 1" = 2000'



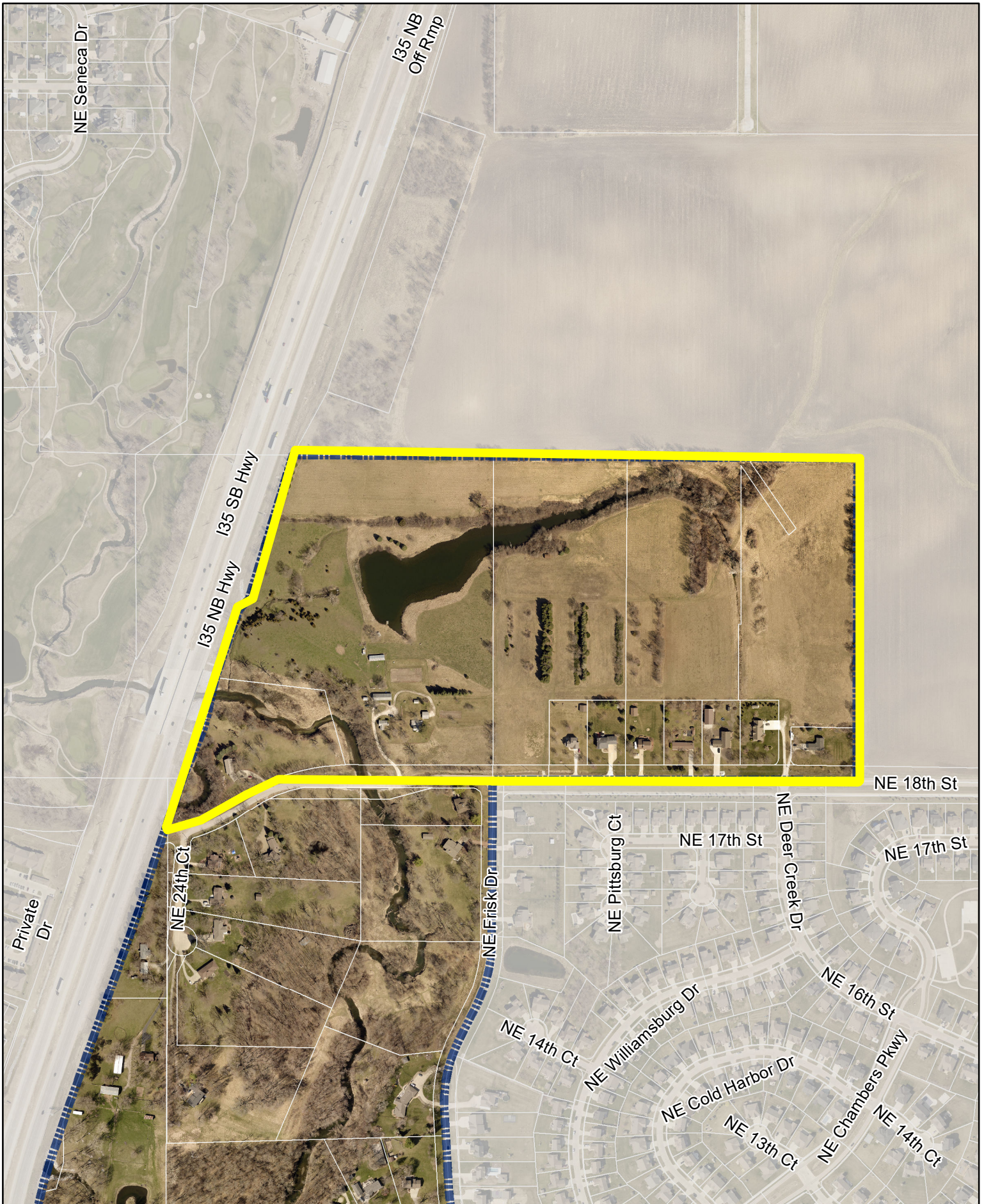
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50022-2555
(515) 965-0123 phone • (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

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

ANKENY, IOWA ASSOCIATES, INC. AND ITS AFFILIATES ARE NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE INFORMATION CONTAINED HEREIN. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS PROVIDED AS IS AND WITHOUT ANY WARRANTY OF ANY KIND. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS PROVIDED AS IS AND WITHOUT ANY WARRANTY OF ANY KIND.

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

PROJECT NAME: ANNEXATION TO THE CITY OF ANKENY
SHEET NO: 1/1
DATE: 5/27/2022
DRAWN BY: TJH
CHECKED BY: ADG
SHEET SIZE: 24" X 36"
SHEET TITLE: ANX-1





ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to consider the voluntary urbanized annexation of certain territory owned by NGR, Inc. (date of hrg: 11/21/22 @ 5:30 p.m.)

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:

Approve and accept resolution setting public hearing for 11/21/22 at 5:30 p.m.

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.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Aerial Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER THE VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY OWNED BY NGR, INC.

WHEREAS, the titleholders of the following described territory, have made application for annexation of the same to 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, 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, said Section provides that notice of the application shall be mailed by certified mail to the Iowa Attorney General, Polk County Attorney, Chairperson of the County Board of Supervisors, Metropolitan Planning Organization, all affected public utilities, and each city which adjoins the territory or is within two miles of the territory at least 14 business days prior to the action of the City Council of the application; and

WHEREAS, the City Council now deems it appropriate that a public hearing be held to consider said proposed annexation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. A public hearing before this Council on the application for annexation as described in the preamble to this Resolution is hereby set for 5:30 p.m. on the 21st day of November, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa; and
2. The City Clerk is hereby authorized and directed to publish notice of such hearing at the time and in the manner required by law.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA,
TO CONSIDER THE VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY
OWNED BY NGR, INC.**

TO: ALL CITIZENS AND RESIDENTS OF THE CITY OF ANKENY, IOWA, AND TO ALL OTHER PERSONS WHO MAY BE ENTITLED TO NOTICE OF THE FILING OF AN APPLICATION FOR ANNEXATION UNDER THE PROVISIONS OF SECTION 368.7, CODE OF IOWA.

NOTICE IS HEREBY GIVEN that an application for annexation has been made by the titleholders, and is under consideration by the City of Ankeny, Iowa, for the following territory being legally described as follows:

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.

NOTICE IS FURTHER GIVEN that said application for annexation of the above-described territory is on file with the City Clerk at 410 W 1st Street, Ankeny, IA 50023, and may be viewed during normal business hours from 8:00 a.m. to 5:00 p.m. Monday through Friday.

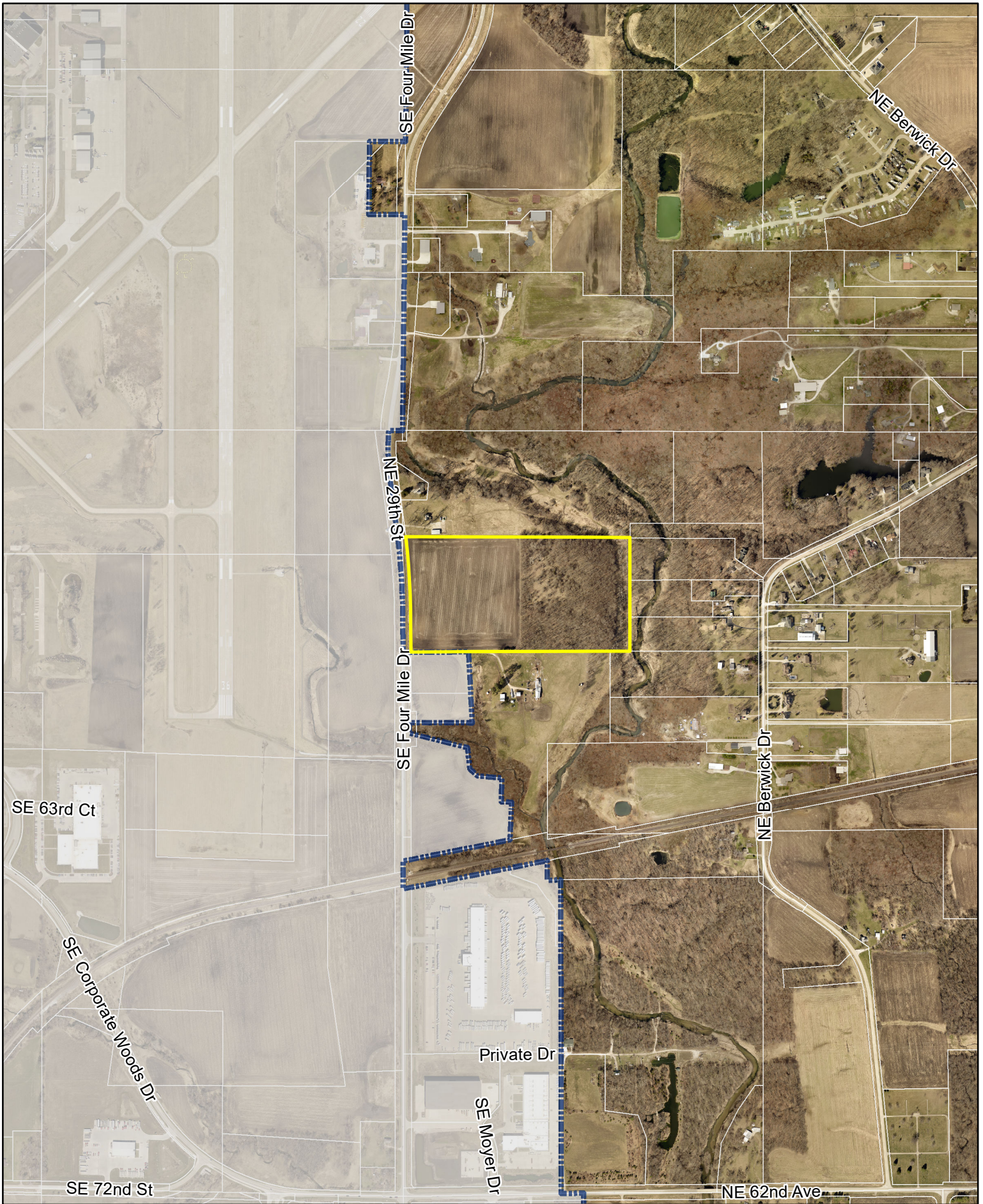
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will meet at 5:30 p.m. on the 21st day of November, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said application for annexation, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the _____ day of _____, 2022.





ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Christian Juon Estates Plat 3 Preliminary Plat, 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 3/4-mile north of the Ankeny corporate limits and 1/4-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 Preliminary 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 October 4, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Stamped Plat
 P&Z Minutes
 Staff Report
 Aerial Map
 Applicant Letter
 Future Land Use Map

CHRISTIAN JUON ESTATES PLAT 3 - MINOR PRELIMINARY PLAT

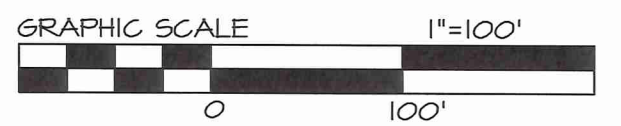
RECEIVED

SEP 21 2022

CITY OF ANKENY

ROLL CALL	Plan & Zoning Commission
Date	October 4, 2022
Ayes	4
Abstain	0
Absent	3
APPROVED	
Chairperson	J. Ross
Secretary	B. [Signature]

This subdivision was platted using the Ag Cluster Development option requiring 95% on 34.46 acres of the total plat area to 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.



Mediacom
Mr. Chad Ernst
2202 Ingersoll Avenue
Des Moines, Iowa 50312
(515) 244-2351 (Mobile)
(515) 244-2213 (office)
(515) 246-2234 (fax)

Midamerica Energy
Electric Transmission
Mr. Steve Harrison, P.E.
3500 104th Street
Urbandale, IA 50322
(515) 252-6560 (of fice)
(515) 252-6540 (fax)
sharrison@midamerica.com

Des Moines Water Works
Mr. Bryan Polpeter
2201 George Flogg Parkway
Des Moines, Iowa 50321
(515) 323-6204 (office)
bpolpeter@dmww.com
Midamerica Energy
Mr. Chuck Wellman
200 SE 3rd Street
Des Moines, Iowa 50309
(515) 242-3474 (office)
cwellman@midamerica.com

Qwest Communications
Mr. Brent Carlson
2103 E. University
Des Moines, Iowa 50317
(515) 263-7304 (office)
(515) 252-6463 (fax)
jbshepherd@midamerica.com

EXISTING ADDRESS

480 NW 126TH AVE
SLATER, IA 50244-8029

OWNERS

DONNA M J STEINER REVOCABLE TRUST
480 NW 126TH AVE
SLATER, IA 50244-8029
(515) 655-2830
dannasteiner6183@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, POLK COUNTY, IOWA, CONTAINING 36.21 ACRES, MORE OR LESS, SUBJECT TO ANY RESTRICTIONS AND EASEMENTS OF RECORD.

DATE	DESCRIPTION
05-24-22	1ST SUBMITTAL TO POLK COUNTY
07-12-22	REVISED POLK COUNTY COMMENTS DATED: 06-14-22
08-06-22	REVISED POLK COUNTY COMMENTS DATED: 07-27-22
08-09-22	REVISED POLK COUNTY COMMENTS DATED: 08-08-22
09-20-22	REVISED ADDED DATE TO NOTE #13

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 GENERATED 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 DEVELOPER'S 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.

- ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORROWED UNDER THE ROADWAY AT THE LOT OWNERS EXPENSE.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE X POLK COUNTY IOWA MAPS: 14153C0065F & 14153C0065F FIRM DATE: FEBRUARY 1, 2014
- IF ANNEXED INTO THE CITY OF ANKENY, PROPERTY OWNERS WILL BE RESPONSIBLE FOR STREETS, SIDEWALKS & SIDEWALKS.
- OUTLOTS ARE RESTRICTED FROM ANY FURTHER DEVELOPMENT, INCLUDING ANY STRUCTURES, AND SHALL REMAIN AS PERMANENT OPEN SPACE.

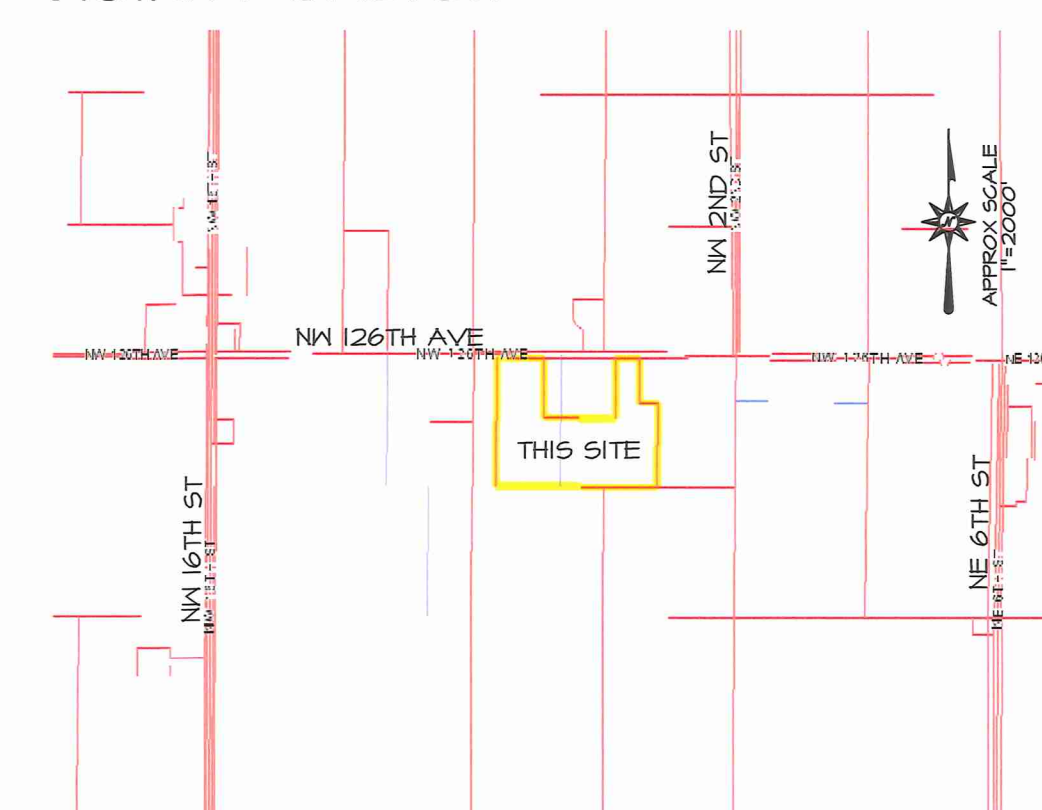
BULK REGULATIONS

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, DOES NOT APPLY TO ACCESSORY STRUCTURES
MAXIMUM BLDG COVERAGE: 15%

Drainage District Apportionment Table

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 Z	Part NW 1/4 NE 1/4 Section 34	0.78 ACRES	\$1.82

VICINITY SKETCH



CERTIFICATION

LEGALLY CERTIFIED THAT THIS PLAT WAS PREPARED BY ME AND THE ENGINEER HAS REVIEWED THE PLAT AND IS SATISFIED THAT THE PLAT IS CORRECT AND ACCURATE AND THAT THE PLAT IS IN ACCORDANCE WITH THE IOWA PLAT ACT AND THE IOWA PLAT ACT RULES AND REGULATIONS.

SIGNED: GREGORY L. ROSS P.L.S. 13288 DATE: 9/20/22

SEAL: GREGORY L. ROSS P.L.S. 13288 IOWA

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 BOX AS NOTED
- UTILITY POLE AS NOTED
- GAS METER AS NOTED
- GAS VALVE 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
- PERK TEST SITE AS NOTED
- 100.00 EXISTING SPOT ELEVATION
- M= MEASURED DISTANCE OR BEARING
- P= RECORDED DISTANCE OR BEARING
- EXISTING CONTOUR
- 100' PROPOSED CONTOUR
- FENCE LINE AS NOTED
- BURIED TELEVISION AS NOTED
- BURIED ELECTRIC AS NOTED
- OVERHEAD 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

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

CONSENT AGENDA ITEMS

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.

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.



*Plan and Zoning Commission
Staff Report*

Meeting Date: October 4, 2022

Agenda Item: Christian Juon Estates Plat 3 – Preliminary Plat (County)

Report Date: September 26, 2022

Prepared by: Derek Silverthorn
Associate Planner

EJC

Staff Recommendation

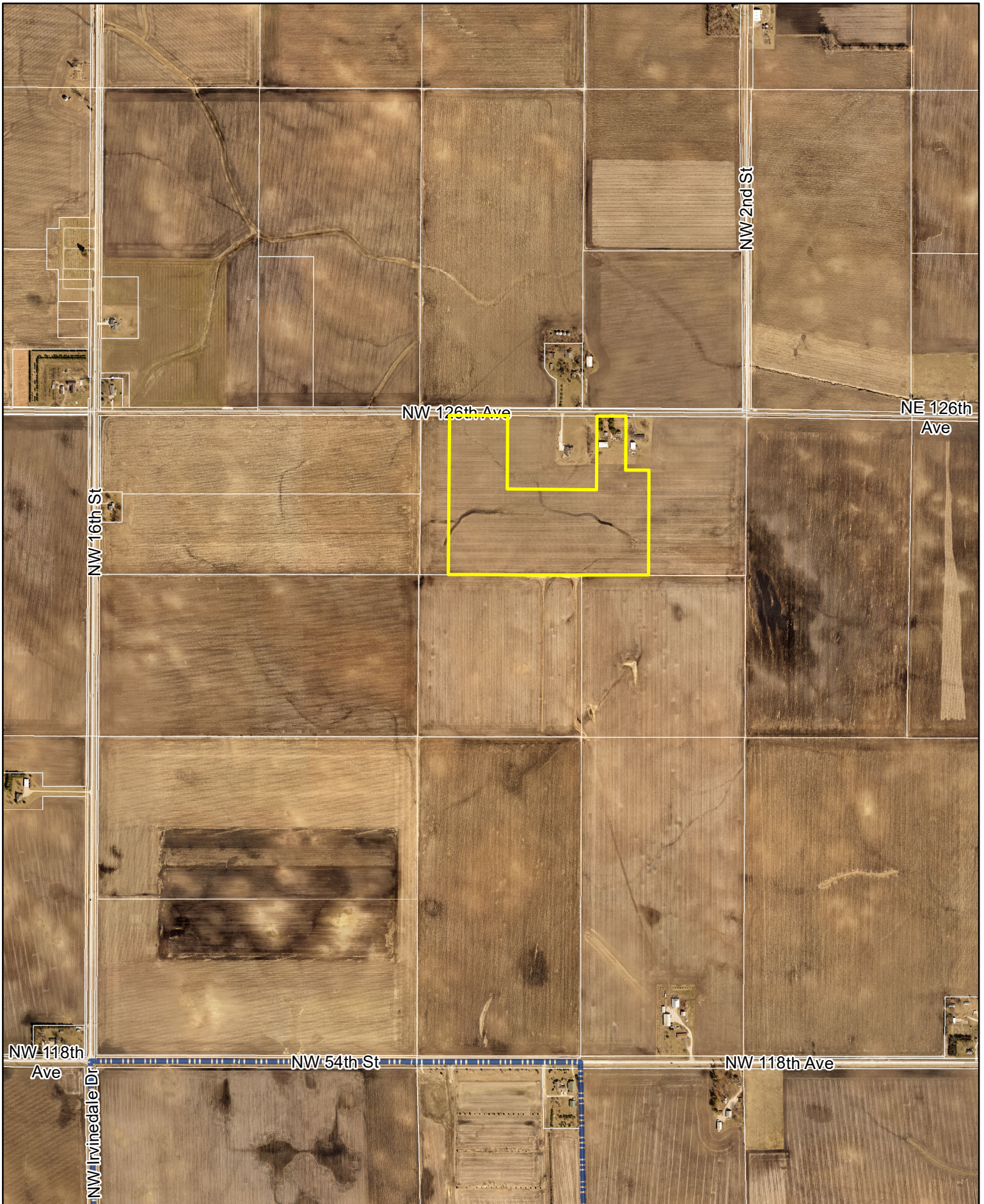
That the Plan and Zoning Commission recommend City Council approval of the Christian Juon Estates Plat 3 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

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.



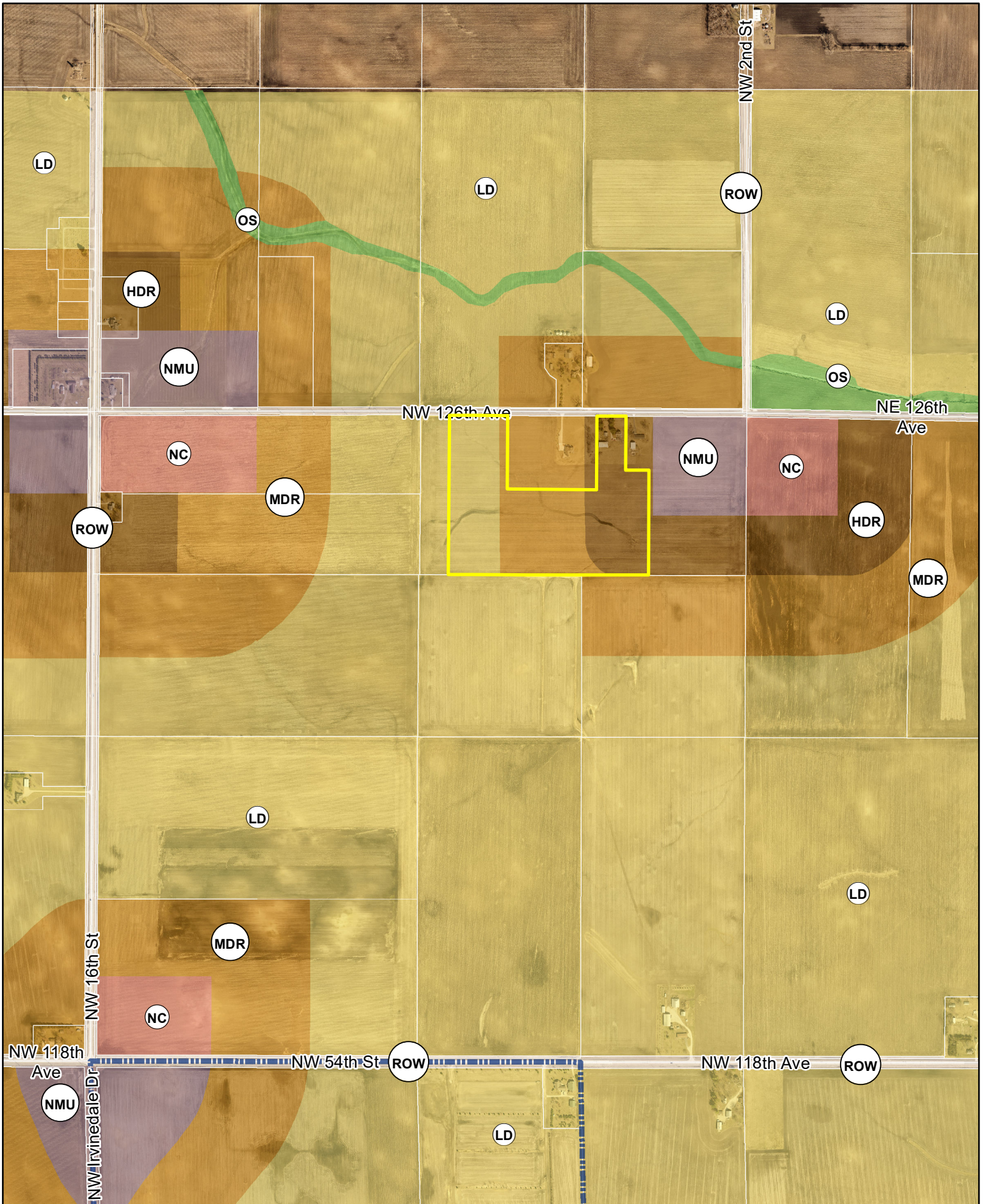


Civil Engineers & Land Surveyors

Monday, October 10, 2022

Honorable Mayor, City Council & Plan and Zoning Commission,

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.





ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing cost participation for the extension of eight-foot sidewalk; and accepting platted easements located on Lot 65, The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

Cost participation request for the extension of eight-foot sidewalk along NW Abbie Drive, in an amount estimated to be \$8,675.62.

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
 Applicant Letter
 Sidewalk Easement
 Stormwater Management Easement

RESOLUTION

RESOLUTION AUTHORIZING COST PARTICIPATION FOR THE EXTENSION OF EIGHT-FOOT SIDEWALK; AND ACCEPTING PLATTED EASEMENTS LOCATED ON LOT 65, THE GROVE PLAT 3, AND ASSOCIATED WITH THE DEVELOPMENT OF 5001 NW 18TH STREET, ANKENY ELEMENTARY #12

WHEREAS, the City Council approved the final plat for The Grove Plat 3 on May 16, 2016; and

WHEREAS, the developer has submitted a cost participation request for the extension of eight-foot sidewalk along NW Abbie Drive in an amount estimated to be \$8,675.62; and

WHEREAS, a public sidewalk easement and stormwater management facility maintenance covenant and permanent easement agreement located on Lot 65, The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12, as shown on the attached easement plats, 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 cost participation request for the extension of eight-foot sidewalk along NW Abbie Drive in an amount estimated to be \$8,675.62 is hereby approved; and
2. That the public sidewalk easement and stormwater management facility maintenance covenant and permanent easement agreement located on Lot 65, The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12, are hereby accepted.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

December 10, 2021

City of Ankeny
ATTN: Honorable Mayor & City Council Members
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Ankeny Elementary #12 – Request for City Cost Participation of Oversized Sidewalk

Dear Honorable Mayor and City Council Members:

On behalf of Ankeny Community School District, we respectfully request your review and approval of cost participation of an oversized sidewalk associated with the construction of the proposed Ankeny Elementary #12.

Ankeny Elementary #12 is proposed at 5001 NW 18th Street. The property is comprised of 15.23 acres of land and is zoned R-3. The Applicant wishes to construct a single-story elementary school on the site. Primary access to the site is planned off of NW Spruce Drive to the site's west, while bus access is planned off of NW 18th Street to the site's north. Outdoor recreation and exercise space is planned along the south side of the building.

Proposed improvements to the site include parking, driveways, site utilities, and landscaping. Public utilities exist and services are stubbed to the property. Therefore, no public improvements are anticipated to serve the project. A southbound left turn lane is proposed on NW Spruce Drive, between NW 18th Street and the site's west entrance onto NW Spruce Drive.

Along the site's east side, is a proposed 8' wide sidewalk, totaling 826.25' in length. As this sidewalk is oversized (larger width than typical), we request cost participation by the City of Ankeny, at a rate of \$10.50/LF, for a total cost participation request of \$8,675.62.

Please contact our office should you need any additional information or if you have any questions.

Sincerely,

CIVIL DESIGN ADVANTAGE

Keith Weggen, ASLA

Copy: Tim Simpkins, ACSD
Alec Hoppe, FRK Architects + Engineers
File

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Jeffrey G. Baxter, Dickinson Law Firm, 699 Walnut Street, Ste. 1600, Des Moines, IA 50309 (515) 244-2600

PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ANKENY COMMUNITY SCHOOL DISTRICT, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

THE WESTERLY 15.00 FEET OF LOT 65, THE GROVE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.18 ACRES (7,625 SQUARE FEET).

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Sidewalk

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed, 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, which shall not be unreasonably withheld, conditioned or delayed.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

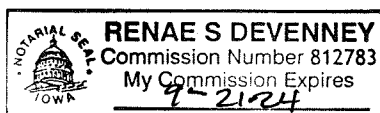
Signed this 6th day of June, 2022

Grantor: ANKENY COMMUNITY SCHOOL DISTRICT

By: Ryan Weldon
Name: Ryan Weldon
Title: Board President

STATE OF IOWA, COUNTY OF Polk, ss:

On this 6th day of June, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ryan Weldon, to me personally known, who being by me duly sworn, did say that he/she is the Board President of the Grantor, executing the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed of the Grantor, by it and by him/her voluntarily executed.



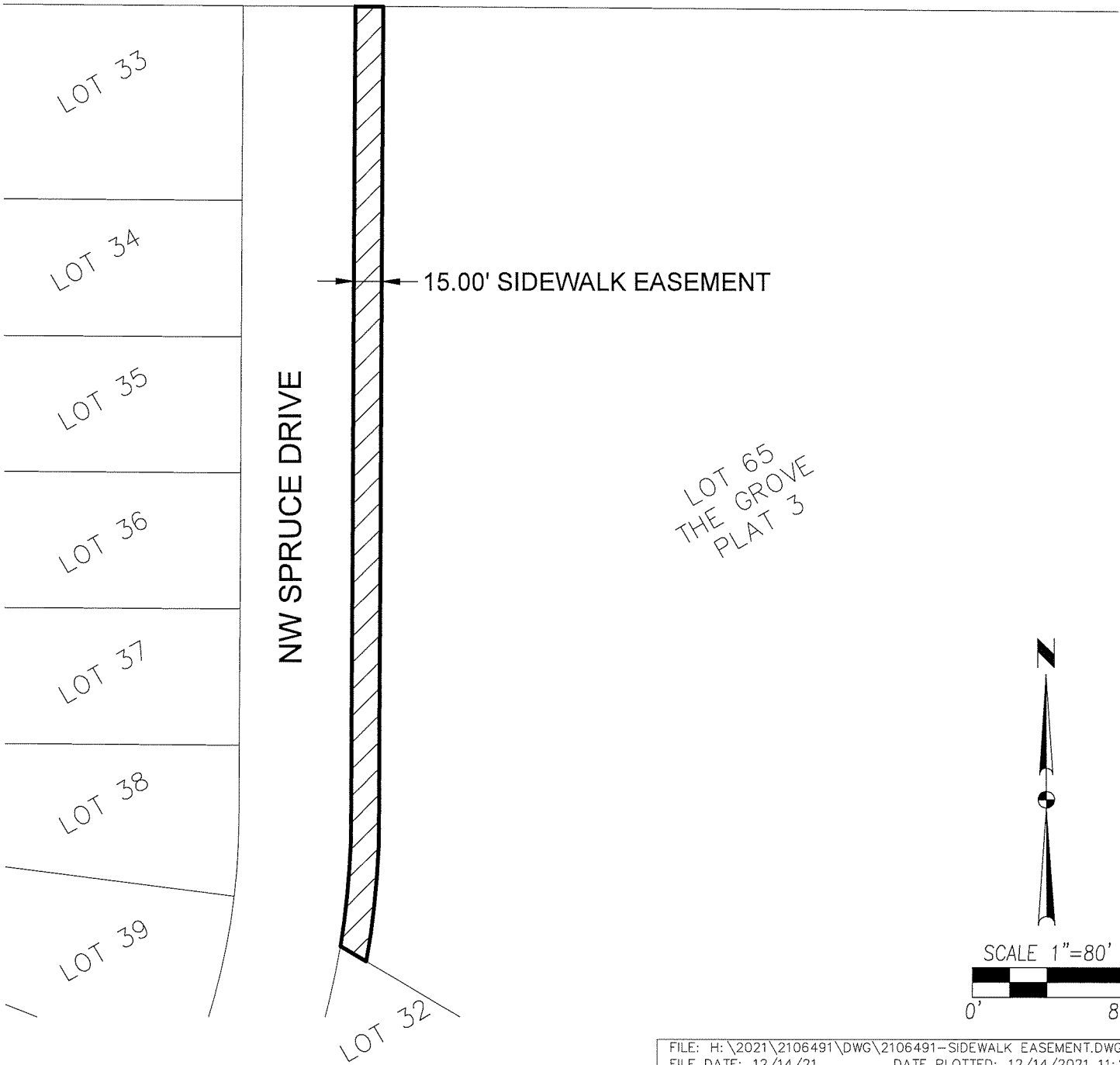
Rena S Devenney
Notary Public in and for the State of Iowa

EXHIBIT 'A' - EASEMENT PLAT

OWNER
ANKENY COMMUNITY SCHOOL DISTRICT

SIDEWALK EASEMENT DESCRIPTION
THE WESTERLY 15.00 FEET OF LOT 65, THE GROVE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND CONTAINING 0.18 ACRES (7,625 SQUARE FEET).

NW 18TH STREET



FILE: H:\2021\2106491\DWG\2106491-SIDEWALK EASEMENT.DWG
FILE DATE: 12/14/21 DATE PLOTTED: 12/14/2021 11:23 AM
PLOTTED BY: JON ERDAHL:

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Jeffrey G. Baxter, Dickinson Law Firm, 699 Walnut Street, Ste. 1600, Des Moines, IA 50309 (515) 244-2600

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **ANKENY COMMUNITY SCHOOL DISTRICT** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

LOT 65, THE GROVE, PLAT 3, an Official Plat in the City of Ankeny, Polk County, Iowa

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

A Part of LOT 65, THE GROVE, PLAT 3 as described in Exhibits B and C

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.

3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") in Ankeny Community School District shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed, unless Grantor and Owners are one and the same party.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of Lot 65, The Grove, Plat 3, is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 10, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 10, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/1 assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit A**, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
- 14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 - 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 - 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 - 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
 - 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 - 19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 - 20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other real appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.
 - 21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

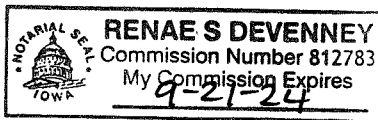
Signed this 15th day of Aug, 2022

Grantor/Owner: **ANKENY COMMUNITY SCHOOL DISTRICT**

By: 
Name: Ryan Weldon
Title: Board President

STATE OF IOWA, COUNTY OF POLK, ss:

On this 15th day of August, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Ryan Weldon, to me personally known, who being by me duly sworn, did say that he/she is the Board President of the Grantor, executing the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed of the Grantor, by it and by him/her voluntarily executed.




Notary Public in and for the State of Iowa

City: **CITY OF ANKENY, IOWA**

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the _____ of the City, executing the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed of the City, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT A

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and ANKENY COMMUNITY SCHOOL DISTRICT, hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

That part of LOT 65, THE GROVE, PLAT 3, as described on Exhibits B and C

and applies to the property described as:

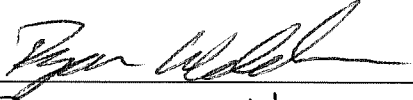
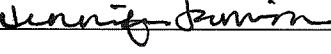
LOT 65, THE GROVE, PLAT 3, an official plat of part of the City of Ankeny, Polk County, Iowa.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, after written notice and a reasonable time to perform such actions, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and

- B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: ANKENY COMMUNITY SCHOOL DISTRICT

By 
Name Ryan Weldon
Date 8/15/2022
Witness 
Name Jennifer Jamison

LENDER NAME: NONE

EXHIBIT 'B' - EASEMENT PLAT

OWNER

ANKENY COMMUNITY SCHOOL DISTRICT

STORMWATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF LOT 65, THE GROVE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 65; THENCE NORTH 00°24'06" EAST ALONG THE EAST LINE OF SAID LOT 65, A DISTANCE OF 37.00 FEET; THENCE NORTH 89°35'54" WEST, 98.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°35'54" WEST, 132.84 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 198.00 FEET, WHOSE ARC LENGTH IS 105.23 FEET AND WHOSE CHORD BEARS NORTH 74°22'21" WEST, 104.00 FEET; THENCE NORTH 59°08'49" WEST, 187.80 FEET; THENCE NORTH 00°24'06" EAST, 82.18 FEET; THENCE SOUTH 73°58'20" EAST, 410.25 FEET; THENCE SOUTH 00°24'06" WEST, 94.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.06 ACRES (46,018 SQUARE FEET).

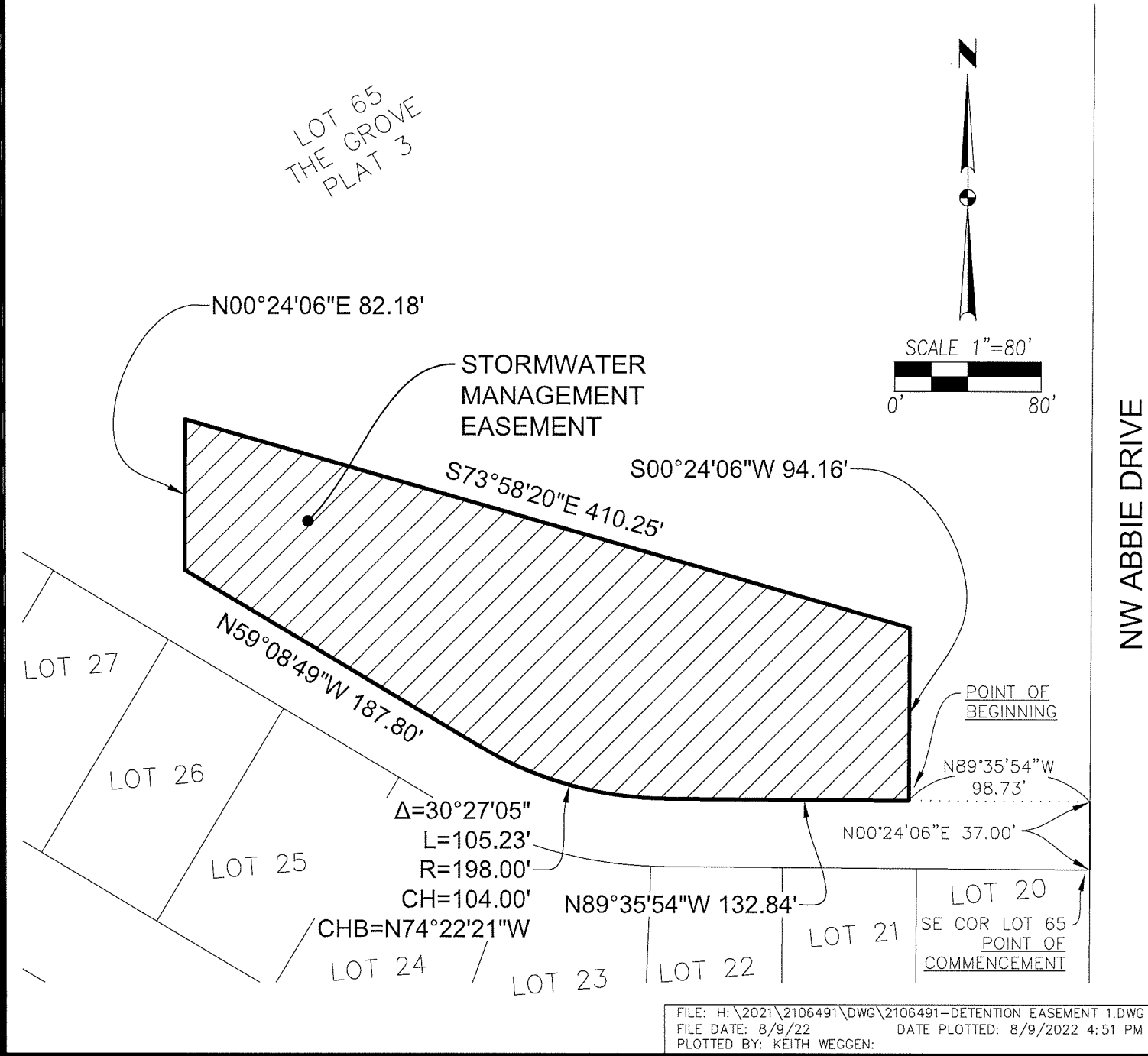


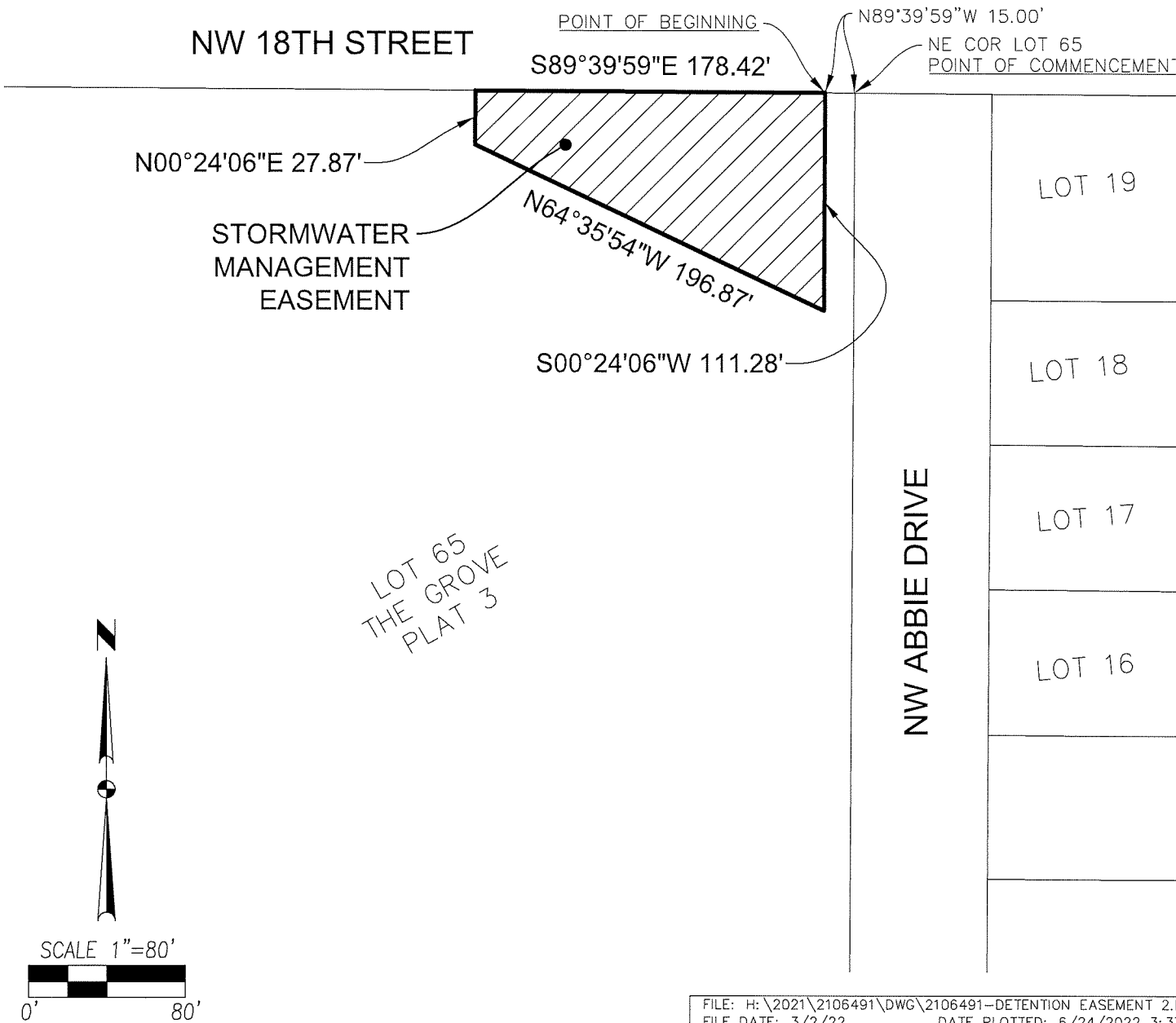
EXHIBIT 'C' - EASEMENT PLAT

OWNER
ANKENY COMMUNITY SCHOOL DISTRICT

STORWATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF LOT 65, THE GROVE PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 65; THENCE NORTH 89°39'59" WEST ALONG THE NORTH LINE OF SAID LOT 65, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°24'06" WEST, 111.28 FEET; THENCE NORTH 64°35'54" WEST, 196.87 FEET; THENCE NORTH 00°24'06" EAST, 27.87 FEET TO SAID NORTH LINE; THENCE SOUTH 89°39'59" EAST ALONG SAID NORTH LINE, 178.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRES (12,414 SQUARE FEET).





ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement by and between the City of Ankeny, Iowa, and the Ankeny Community School District for the installation of a potential future traffic signal at the intersection of NW 18th Street and NW Spruce Drive, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.

EXECUTIVE SUMMARY:

the City of Ankeny, Iowa has received a site plan and traffic impact study from the Ankeny Community School District regarding the construction of Ankeny Elementary School #12. The current traffic study shows that additional traffic generated from the Project will likely require a future traffic signal at the intersection of NW 18th Street and NW Spruce Drive. The traffic signal is not currently programmed into the City's current Capital Improvement Program. If a traffic signal at the intersection is found to be needed or warranted within the first ten (10) years of the project being open to the public, the City is agreeable to share the cost of the traffic signal, as well as complete the traffic signal as part of a future City CIP project. The Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the traffic signal at the intersection, up to a maximum amount. The City agrees the Developer shall not be responsible for any financial contribution to the traffic signal construction at the intersection after the first ten (10) years of the Project being open to the public.

FISCAL IMPACT: **Yes**

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
 Development Agreement

RESOLUTION

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND THE ANKENY COMMUNITY
SCHOOL DISTRICT FOR THE INSTALLATION OF A POTENTIAL FUTURE TRAFFIC
SIGNAL AT THE INTERSECTION OF NW 18TH STREET AND NW SPRUCE DRIVE,
AND ASSOCIATED WITH THE DEVELOPMENT OF 5001 NW 18TH STREET,
ANKENY ELEMENTARY #12**

WHEREAS, City staff and the Ankeny Community School District have entered into a development agreement that outlines certain terms and conditions to share the cost of a potential future traffic signal at the intersection of NW 18th Street and NW Spruce Drive, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12; and

WHEREAS, City staff and the Ankeny Community School District have agreed to said terms and conditions outlined in said development agreement, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor is hereby authorized to sign a development agreement on behalf of the City of Ankeny, Iowa, with the Ankeny Community School District for the installation of a potential future traffic signal at the intersection of NW 18th Street and NW Spruce Drive, associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ANKENY, IOWA, AND THE ANKENY COMMUNITY SCHOOL DISTRICT**

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a site plan and traffic impact study from the Ankeny Community School District (hereinafter the "Developer") regarding the construction of Ankeny Elementary School #12 (hereinafter the "Project"); and

WHEREAS, the September 15, 2020 Traffic Study ("Current Traffic Study") shows that additional traffic generated from the use of the Project will likely require a future traffic signal at the intersection of NW 18th Street and NW Spruce Drive (the "Intersection"); and

WHEREAS, the City will perform a separate traffic study within the first ten (10) years of the Project being open to the public to determine if a traffic signal at the Intersection is needed or warranted; and

WHEREAS, the traffic signal is not currently programmed into the City's current Capital Improvement Program ("CIP"); and

WHEREAS, if a traffic signal at the Intersection is found to be needed or warranted within the first ten (10) years of the Project being open to the public, the City is agreeable to share in the cost of the traffic signal, as well as complete the traffic signal as part of a future City CIP project.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and install a traffic signal at the Intersection after the traffic signal is needed or warrants are met.

2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") which may be necessary for any street, public utility, pedestrian ramp, or other improvements to the Intersection that are required to support the traffic signal installation. The Right-of-Way will be determined during the preliminary design phase of the traffic signal. The Right of Way shall be provided at no cost to the City.

3. If a traffic signal at the Intersection is found to be needed or warranted within the first ten (10) years of the Project being open to the public, the Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the traffic signal at the Intersection, up to a maximum amount per the table shown below as of the date the bid letting for the Intersection, as the Developer's contribution to the traffic signal within thirty (30) days after the new traffic signal is operational. Following payment by the Developer of the amounts below, the Developer shall have no further financial contribution obligation to the City. -

Year 1 - \$80,000
Year 2 - \$82,400
Year 3 - \$84,872
Year 4 - \$87,418
Year 5 - \$90,040
Year 6 - \$92,741
Year 7 - \$95,523
Year 8 - \$98,389
Year 9 - \$101,341
Year 10 - \$104,381

4. The City agrees the Developer shall not be responsible for any financial contribution to the traffic signal construction at the Intersection after the first ten (10) years of the Project being open to the public.

5. This Agreement shall be governed by the laws of the State of Iowa.

6. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

7. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

8. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

9. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

10. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:
City of Ankeny
1210 NW Prairie Ridge Drive

Ankeny, IA 50023
Attn.: Don Clark, PE

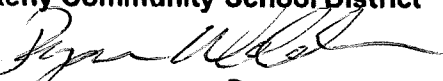
Developer:

Ankeny Community School District
306 SW School Street
Ankeny, Iowa 50023-3033
Attn.: Tim Simpkins

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 6th day of June, 2022.

Ankeny Community School District

By: 
Ryan Weldon, Board President

CITY OF ANKENY, IOWA

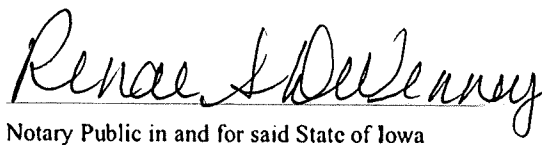
By: _____

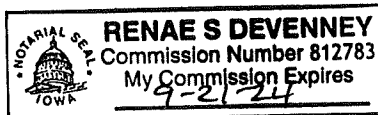
Attest: Mark Holm, Mayor

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA
COUNTY OF POLK, ss:

On the 6th day of June, 2022,
before me, a Notary Public in and for said County and
State personally appeared Ryan Weldon respectively, of
the Ankeny Community School District, the Director of
Operations and Construction.


Notary Public in and for said State of Iowa



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 **MARK HOLM** and
MICHELLE YUSKA, to me personally known, who,
being by me duly sworn, did say that they are the Mayor
and Interim 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 **MARK 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



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.

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

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN THE GROVE PLAT 3, AND ASSOCIATED WITH THE DEVELOPMENT OF 5001 NW 18TH STREET, ANKENY ELEMENTARY #12

WHEREAS, the City Council approved the final plat for The Grove Plat 3 on May 16, 2016; and

WHEREAS, the plans and specifications for the construction of street paving in The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12, have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the plans and specifications for the construction of street paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12.

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

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SUBGRADE IN THE GROVE PLAT 3, AND ASSOCIATED WITH THE DEVELOPMENT OF 5001 NW 18TH STREET, ANKENY ELEMENTARY #12

WHEREAS, the City Council approved the final plat for The Grove Plat 3 on May 16, 2016; and

WHEREAS, the plans and specifications for the construction of subgrade in The Grove Plat 3, and associated with the development of 5001 NW 18th Street, Ankeny Elementary #12, have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the plans and specifications for the construction of subgrade are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope K. Farms, LLC located south of NW 54th Street and east of NW Irvinedale Drive. (date of hrg: 11/7/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

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.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting a public hearing for November 7, 2022 at 5:30 P.M.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on October 4, 2022.

PUBLIC OUTREACH EFFORTS:

Legal publication and notification.

The Plan and Zoning Commission held a public hearing at their meeting on September 20, 2022.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Notice of Hearing](#)

 [P&Z Stamped R-2 Rezoning Exhibit](#)

 [P&Z Stamped PUD Rezoning Exhibit](#)

 [Aerial Map](#)

 [Applicant Letter](#)

RESOLUTION 2022-

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE K. FARMS, LLC LOCATED SOUTH OF NW 54TH STREET AND EAST OF NW IRVINEDALE DRIVE

WHEREAS, on the 20th day of September, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 4th day of October, 2022, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain 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; and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment 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 RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 P.M. on the 7th day of November, 2022, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa to rezone 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; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and manner required by law.

Dated this 17th day of October 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING BY THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA ON A
REZONING OF PROPERTY FROM THE PRESENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO
R-2, ONE-FAMILY AND TWO-FAMILY RESIDENCE DISTRICT AND PUD, PLANNED UNIT
DEVELOPMENT, FOR CERTAIN PROPERTY OWNED BY HOPE K. FARMS, LLC**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the zoning regulations of the Municipal Code of the City of Ankeny, Iowa, regarding the question of rezoning for the following 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.

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:

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THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

R-2 AREA 'B'

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PUD

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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

NOTICE IS FURTHER GIVEN that the proposed change as described above will affect only the above-described real estate.

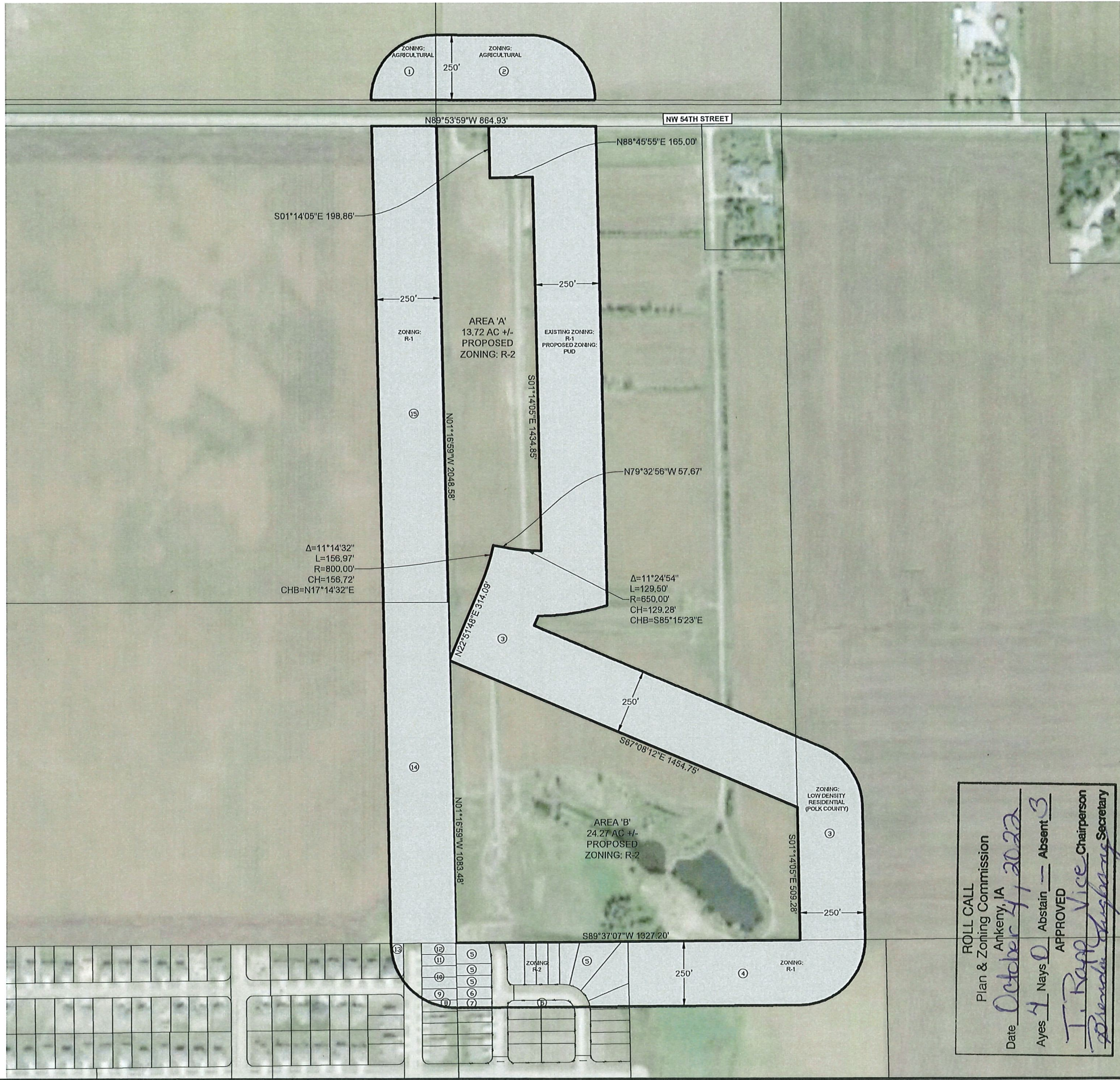
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will meet at 5:30 P.M. on the 7th day of November, 2022, at the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa to consider said amendment, at which time and place all parties in interest and citizens shall have the opportunity to be heard.

DATED this 17th day of October 2022.

CITY OF ANKENY, IOWA

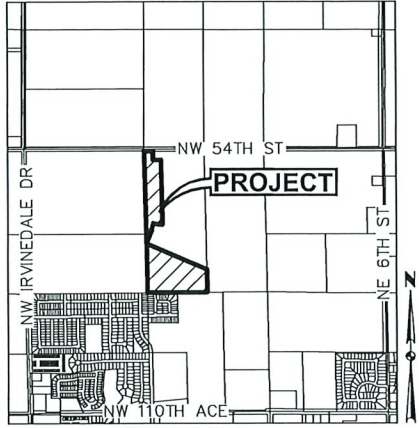
Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2022.



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:

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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:

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THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.





1 inch = 700 feet

Date: 9/6/2022

Hope Crest - Rezoning



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

June 30, 2022

Honorable Mayor and City Council
c/o Eric Carstens
City of Ankeny
Community Development - Planning
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Rezoning – Hope Crest

Honorable Mayor and City Council;

On behalf of Hope K Farms, LLC, we submit herewith the following rezoning request to rezone approximately 92 acres located south and west of 1901 NW 54th Street. The existing zoning of the property is R-1 One Family Residential and we are requesting to rezone 53.99 acres to a Planned Unit Development and 37.99 acres to R-2 One-Family and Two-Family Residence District. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Jared Murray, P.E.



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hardship Land LLC., and located north of NW 18th Street and east of NW Weigel Drive. (date of hrg: 11/7/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

Hardship Land LLC., is requesting to rezone approximately 30 acres of land located north of NW 18th Street and east of NW Weigel Drive. The request is to change the zoning from R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting a public hearing for 11/7/22 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On October 4, 2022, the Plan and Zoning Commission recommended City Council approval of the request

to rezone property owned by Hardship Land LLC., from R-1 to R-3, restricted to 10 units per acre.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Rezoning Map
 Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HARDSHIP LAND, LLC LOCATED NORTH OF NW 18TH STREET AND EAST OF NW WEIGEL DRIVE

WHEREAS, on the 20th day of September, 2022, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 4th day of October, 2022, recommended City Council approval of an amendment to 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 the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District restricted to 10 units per acre; and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment 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 RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 7th day of November, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3 Multiple-Family Residence District restricted to 10 units per acre; and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 17nd day of October, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,
IOWA TO REZONE CERTAIN PROPERTY OWNED BY HARDSHIP LAND LLC, LOCATED
NORTH OF NW 18TH STREET AND EAST OF NW WEIGEL DRIVE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hardship Land, LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District restricted to 10 units per acre:

LEGAL DESCRIPTION (AREA A):

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
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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 30.25-acres (+/-) located north of NE 18th Street,
east of NW Weigel Drive.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 7th day of November, 2022, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

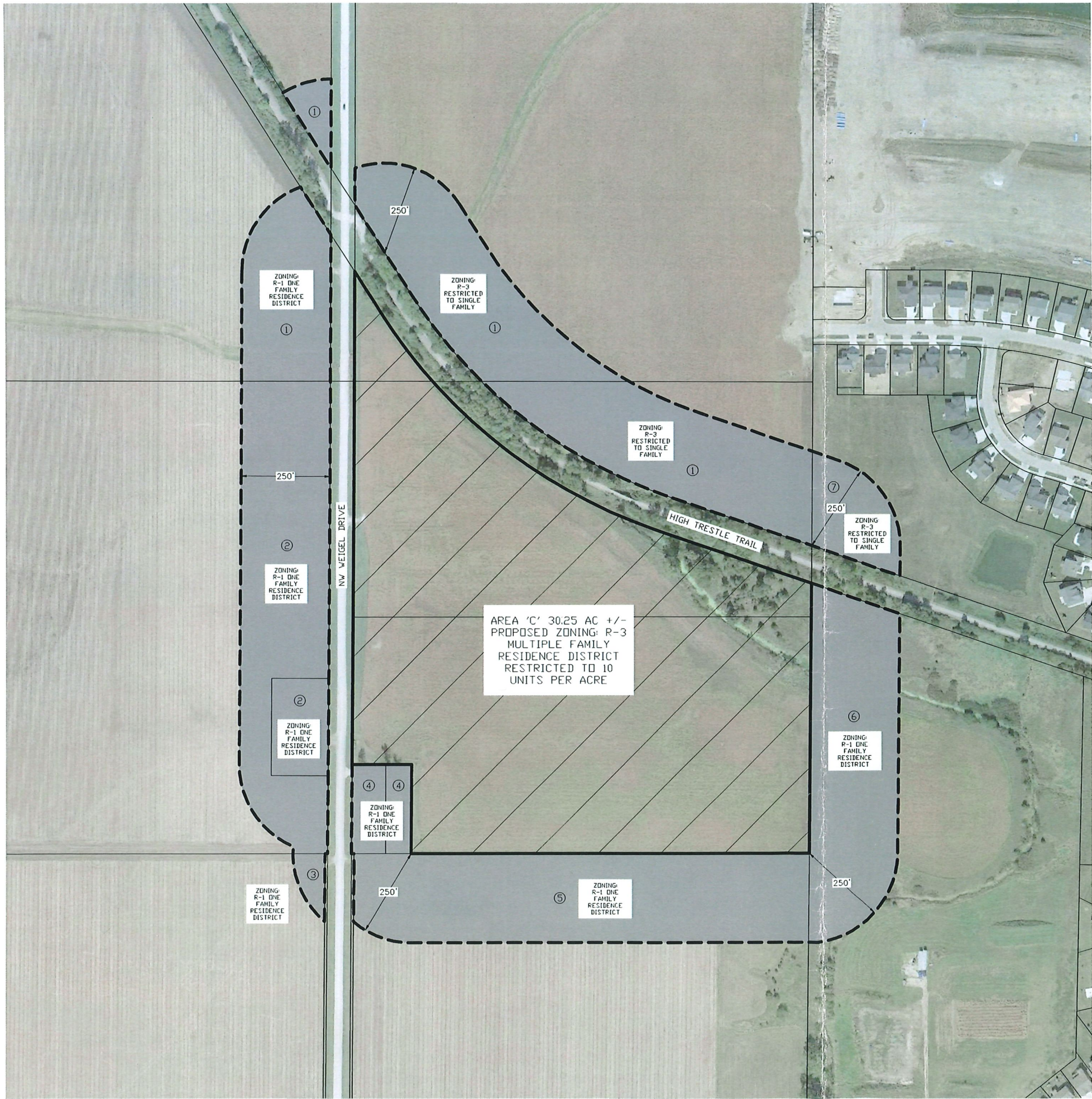
DATED this 17nd day of October, 2022.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

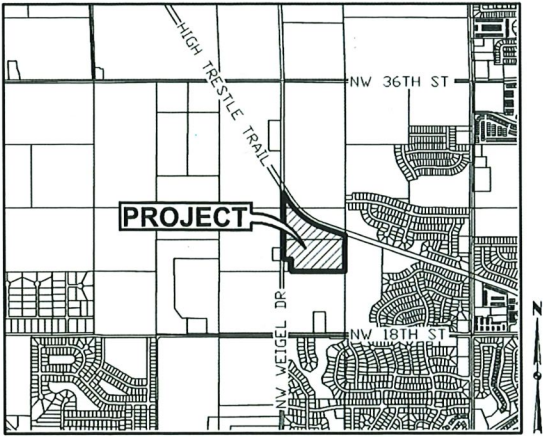
Published in the Des Moines Register on the ____ day of _____, 2022.

FILE: H:\2021\2107612\2107612-REZONE-CADD DATE PLOTTED: 9/19/2022 7:27 AM
PLOT DATE: 9/19/2022 PLOTTER: RALPHSONC



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER / APPLICANT

HARDSHIP LAND LLC
CONTACT: SONNY HALL
303 LOCUST ST STE 400
DES MOINES, IA 50309-1770
PH. (515) 489-0878

ZONING:

EXISTING: R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
PROPOSED: R-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT
RESTRICTED TO 10 UNITS PER ACRE

REZONING DESCRIPTION - AREA 'C':

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 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, 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.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HARDSHIP LAND LLC	12.08	36.51%	X
2	TJL INVESTMENTS LLC	7.29	22.03%	
3	SCS ANKENY LLC	0.27	0.82%	
4	POLLARD FAMILY FARMS	0.96	2.90%	
5	MOECKLY FAMILY FARM LLC	7.26	21.94%	X
6	B&W FARMS LLC	5.23	15.81%	X
7	CITY OF ANKENY			
		33.09	100.00%	74.25%



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date October 4, 2022
Ayes 4 Nays 0 Abstain - Absent 3
APPROVED
T. Rapp Vice Chairperson
Brenda Augsberry Secretary

HARMON PROPERTY
REZONING MAP - AREA 'C'

1
1
2107.612

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: MAE
ENGINEER: EKO

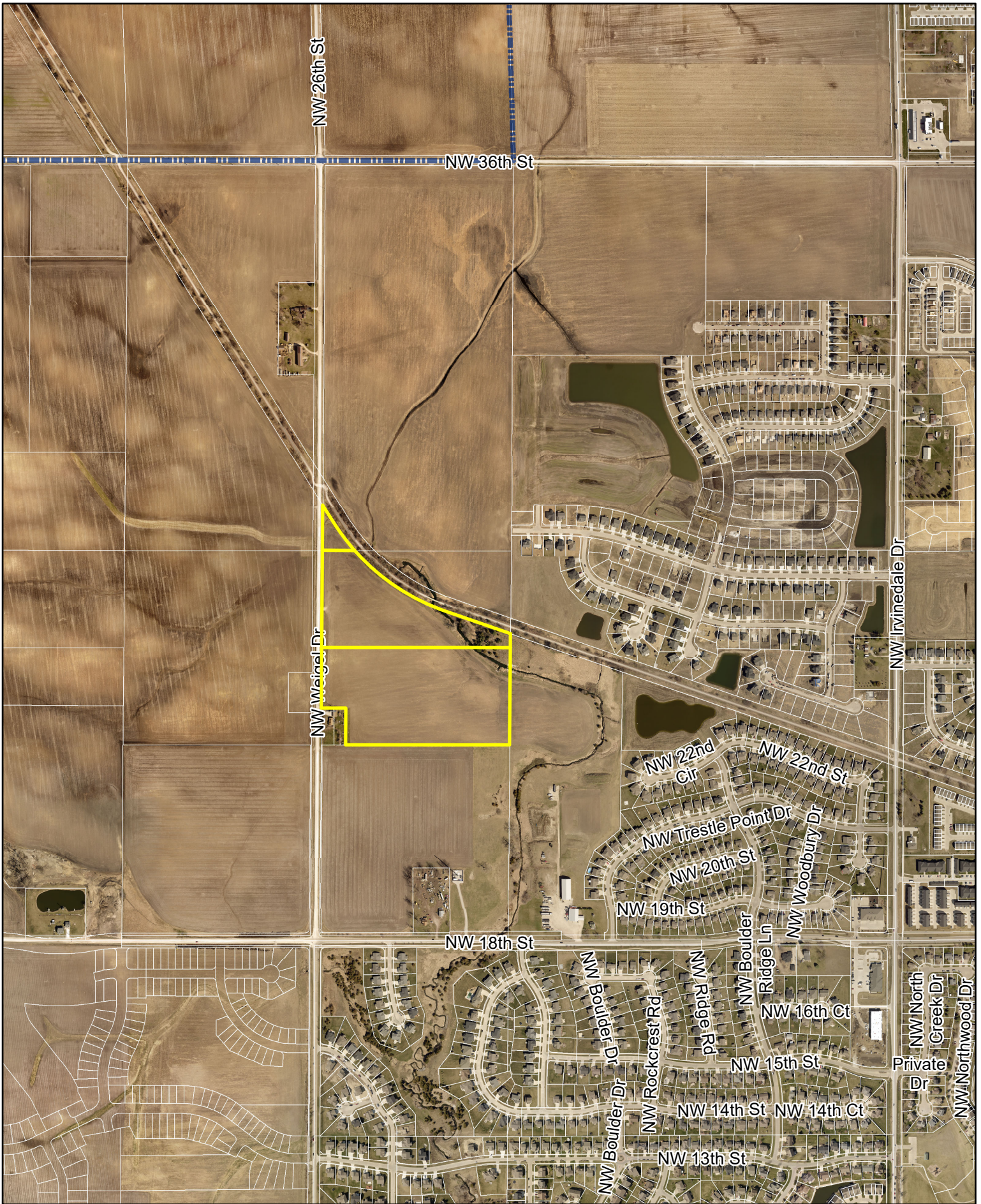
CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

REVISIONS

DATE

FIRST SUBMITTAL
08/19/2022



N



1 inch = 833 feet

Date: 9/6/2022

**Harmon Property Rezoning from R-1 to
R-3 with a 10 unit per acre limit**



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Outlot Z, 4 Mile Drive Industrial Park Plat 1 and associated with the development of the Purefoods-West Office Addition Site Plan at 3210 SE Corporate Woods Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Easement

RESOLUTION

RESOLUTION ACCEPTING STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON OUTLOT Z, 4 MILE DRIVE INDUSTRIAL PARK PLAT 1 AND ASSOCIATED WITH THE DEVELOPMENT OF THE PURFOODS-WEST OFFICE ADDITION SITE PLAN AT 3210 SE CORPORATE WOODS DRIVE

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Outlot Z, 4 Mile Drive Industrial Park Plat 1; and associated with the development of the Purfoods-West Office Addition site plan at 3210 SE Corporate Woods Drive, has been submitted and approved by the Community Development Director of the City of Ankeny, Iowa.

NOW THEREFORE, be it resolved by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Outlot Z, 4 Mile Drive Industrial Park Plat 1; and associated with the development of the Purfoods-West Office Addition site plan at 3210 SE Corporate Woods Drive are hereby accepted.

PASSED AND APPROVED this 17th day of October, 2022.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Andrew Potter; 3210 SE Corporate Woods Drive, Ankeny, Iowa 50021; (515) 963-0641
This instrument is exempt from tax pursuant to Iowa Code § 428A.2(6), (17), and (21).

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **PurFoods, LLC**, an Iowa limited liability company (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

Outlot Z, 4 Mile Drive Industrial Park Plat I, an Official Plat, now included in
and forming a part of the City of Ankeny, Polk County, Iowa.

Subject to existing covenants, restrictions, and easements.

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

A PART OF OUTLOT 'Z', 4 MILE DRIVE INDUSTRIAL PARK PLAT 1, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 16°31'01" EAST, 67.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH

89°55'58" EAST, 79.28 FEET; THENCE SOUTH 00°01'08" EAST, 217.12 FEET; THENCE SOUTH 59°50'31" EAST, 83.81 FEET; THENCE SOUTH 00°01'08" EAST, 80.01 FEET; THENCE SOUTH 84°04'00" EAST, 193.70 FEET; THENCE SOUTH 00°01'08" EAST, 30.63 FEET; THENCE SOUTH 89°10'19" WEST, 344.42 FEET; THENCE NORTH 00°01'07" WEST, 394.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.16 ACRES (50,586 S.F.).

See also Exhibit B at page 9.

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, the Benefited Property owner ("Owner") shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. Grantor's obligations under this Agreement may not and shall not be transferred to Owner until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owner is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that Owner is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. Owner is responsible for complying with this Agreement.
7. Owner shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 12, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. Owner is responsible for performing all other items listed in Part II, paragraph 12, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 12 through 17 herein, Owner shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. Owner shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. Owner shall document such inspection by completing the Inspection Report Form available from the City of Ankeny Public Works Department. Any deficiencies or defects noted by the inspection shall be corrected by Owner. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 10, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 10, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
10. Should the Owner fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/[Number of lots in Benefited Property] assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and Owner.

11. Grantor hereby grants the Owner and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
12. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). Owner shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owner or the Owner's right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

13. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
14. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
15. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area without obtaining the prior written approval of the City Engineer.
16. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
17. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
18. Owner, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
19. Grantor covenants on behalf of the Benefited Property and Owner that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Property or Owner from complying with the requirements of this Agreement. For clarity, nothing shall prevent Grantor or Owner of the Benefited Property from selling, transferring, donating, or in any other manner conveying the Benefited Property and any obligations shall transfer to the new owner.
20. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 3rd day of October, 2022.

Grantor:

By: [Signature]
Name: Matthew Koopman
Title: CFO

STATE OF IOWA, COUNTY OF Polk, ss:

On this 3 day of October, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared Matthew Koopman, to me personally known, who being by me duly sworn, did say that he is the Chief Financial Officer of Grantor, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa



CITY OF _____, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, ____.

City Clerk of the City of Ankeny, Iowa

Owner:

By: _____
Name: _____
Title: _____

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of _____, _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ 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 _____, 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.

Notary Public in and for the State of Iowa

EXHIBIT A

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and PurFoods, LLC, an Iowa limited liability company hereinafter referenced the PROPERTY OWNER.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on the Benefitted Property (as that term is defined in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement) and applies to the Easement Area (as that term is defined in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement).

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owner hereby WAIVES the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owner being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and

- C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
- A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owner, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owner hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the Engineers and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owner retains the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owner hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owner or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owner, without in any way qualifying this Agreement or releasing the Property Owner from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.
9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: PURPODS, LLC

By:

Name:

Date:

Witness:

Name:

[Signature]

10/3/2022

Emily Kains

Emily Kamish

LENDER NAME: Italian Capital Partners, L.P.

By:

Name:

Title:

[Signature]

Emilio Spindler

Principal

Exhibit “B”

(follows on subsequent pages)

INDEX LEGEND

SURVEYOR'S NAME:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
OUTLOT Z, 4 MILE DRIVE INDUSTRIAL PARK PLAT 1
PT. SW1/4 SW1/4
SEC. 05-79-23
REQUESTED BY:
PURFOODS LLC
RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023

STORMWATER MANAGEMENT FACILITY EASEMENT EXHIBIT

STORMWATER MANAGEMENT FACILITY EASEMENT DESCRIPTION

A PART OF OUTLOT 'Z', 4 MILE DRIVE INDUSTRIAL PARK PLAT 1, BEING AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 16°31'01" EAST, 67.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°55'58" EAST, 79.28 FEET; THENCE SOUTH 00°01'08" EAST, 217.12 FEET; THENCE SOUTH 59°50'31" EAST, 83.81 FEET; THENCE SOUTH 00°01'08" EAST, 80.01 FEET; THENCE SOUTH 84°04'00" EAST, 193.70 FEET; THENCE SOUTH 00°01'08" EAST, 30.63 FEET; THENCE SOUTH 89°10'19" WEST, 344.42 FEET; THENCE NORTH 00°01'07" WEST, 394.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.16 ACRES (50,586 S.F.).

OWNER

PURFOODS LLC
3210 SE CORPORATE WOODS DRIVE
ANKENY, IA 50021-7405

DATE OF SURVEY

MARCH 20, 2020

LEGEND

Survey

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

Found

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D
C

Set

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□
E



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

Erin D. Griffin 07/07/22
Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:

Sheets 1 & 2 of 2



SNYDER
& ASSOCIATES

SURVEYED FOR:
PURFOODS LLC
3210 SE CORPORATE WOODS
DRIVE
ANKENY, IA 50021-7405

SURVEYED BY:
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023
(515) 964-2020
www.snyder-associates.com

FN: 120.0282
DATE: 05-05-20
REVISIONS:
REV1
REV2
REV3



SE CORPORATE WOODS DRIVE



SURVEYED FOR:
PURFOODS LLC
3210 SE CORPORATE WOODS
DRIVE
ANKENY, IA 50021-7405

SURVEYED BY:
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IA 50023
(515) 964-2020
www.snyder-associates.com

FN: 120.0282
DATE: 05-05-20
REVISIONS:
REV1
REV2
REV3

SHEET 2 OF 2



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main and sanitary sewer in First Street Commons Plat 2.

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
 Bond

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR WATER MAIN AND SANITARY SEWER IN FIRST STREET COMMONS PLAT 2

WHEREAS, the City Staff has granted administrative approval of **First Street Commons Plat 2**; and

WHEREAS, the plans and specification for the construction of **First Street Commons Plat 2** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main and sanitary sewer in **First Street Commons Plat 2** has been submitted; 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 October 17th, 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.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 17th day of October, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

FIRST STREET COMMONS PLAT 2

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the *First Street Commons Plat 2* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink that reads "Emily Harding".

Emily Harding, P.E.

Project Engineer

Civil Design Advantage

Iowa License Number 19972



Merchants Bonding Company

2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158
(515) 243-8171 • (515) 243-3854 FAX

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. IAC 593161

That The Underground Company, Ltd.

of 12245 Dakota Street, Carlisle, IA 50047

as Principal, and the MERCHANTS BONDING COMPANY (MUTUAL) of Des Moines, Iowa as Surety are held and firmly bound unto the City of Ankeny IA

Two Hundred Eleven Thousand Five Hundred Thirty-Eight and No/100 in the penal sum of (\$211,538)

DOLLARS, lawful money of the United States of America, for 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 and delivered this 10th day of October, 2022

WHEREAS, the Principal entered into a certain contract, dated the 23rd day of May, 2022, with the First Street Commons, LLC

to furnish all the material and labor necessary for the construction of

First Street Commons Plat 2 - Sanitary Sewer and Water Main
(See attachment)

in the City of Ankeny IA, in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of 4 years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the MERCHANTS BONDING COMPANY (MUTUAL) of Des Moines, Iowa for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Ankeny IA as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of 4 years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

The Underground Company, Ltd.

Principal

By

Approved

By

MERCHANTS BONDING COMPANY (MUTUAL)

By

Dean M. Clark, Attorney-in-Fact

PROJECT: First Street Commons Plat 2
LOCATION: Ankeny, Iowa



ITEM	DESCRIPTION	QUANTITY	UNIT
------	-------------	----------	------

Sanitary Sewer (Public)

S1	Connect to Existing Manhole	2.00	EA
S2	8" PVC Sewer with Televising	466.00	LF
S3	SW-301 Manhole	2.00	EA
S4	4" Service	23.00	EA

Water Main (Public)

W1	Connect to Existing Stub	1.00	EA
W2	8" PVC C900 Water Main	503.00	LF
W3	8"x8" Tee	1.00	EA
W4	8" Valve	2.00	EA
W5	Blow Off Hydrant	1.00	EA
W6	Fire Hydrant	2.00	EA
W7	1" Service	22.00	EA

16" Water Main in ROW (Public)

W1	Connect to Existing Stub	1.00	EA
W2	16" PVC C900 Water Main	215.00	LF
W3	Relocate Blow Off Hydrant	1.00	EA
W4	Tri-View Station	1.00	LS

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.



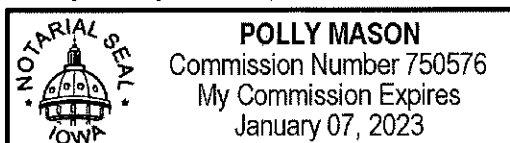
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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.

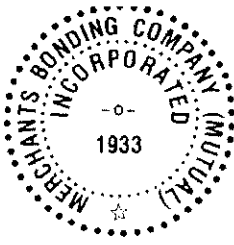


(Expiration of notary's commission does not invalidate this instrument)

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 10th day of October, 2022.



William Warner Jr.
Secretary



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 Ankeny Market Village for utilities (sanitary sewer).

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

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN ANKENY MARKET VILLAGE FOR UTILITIES

WHEREAS, on the 18th day of July, 2022, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and Ankeny Market Village, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2022-354; 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 October 17th, 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 17th day of October, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Ankeny Market Village

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the *Ankeny Market Village* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Erin Ollendike, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 16926*



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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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 Greystones at Prairie Trail Plat 1 for utilities.

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 THE GREYSTONES AT PRAIRIE TRAIL PLAT 1 FOR UTILITIES

WHEREAS, on the 1st day of February, 2021, the City of Ankeny, Iowa entered into a three-party contract with Team Excavating, Inc., the Contractor, and D.R.A. Properties, L.C., the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-049; 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 October 17th, 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 17th day of October, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

GREYSTONES AT PRAIRIE TRAIL PLAT - 1

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the **Greystones at Prairie Trail Plat 1** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



John P. Nilles

P.E., P.L.S.

Nilles Associates, Inc.

Iowa License Number 12106

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

Engineering – Planning – Landscape Architecture – Surveying

October 17, 2022

City of Ankeny
Engineering Department
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

**RE: Public Improvements for Greystones at Prairie Trail Plat 1
NAI Project No. 20208**

We have previously submitted the following documents supporting the completion of public improvements associated with Greystones at Prairie Trail Plat 1:

1. Set of construction plans showing record drawing construction.
2. Construction Observer's daily record.
3. Documentation of required testing as per Contract Documents.

To the best of our knowledge, all work has been satisfactorily completed in compliance with the project Contract Documents and applicable specifications, unless noted otherwise within supporting documentation listed above.

Sincerely,



JOHN P. NILLES, PE, PLS
NILLES ASSOCIATES, INC | PRESIDENT
www.nillesinc.com



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 Grove Landing Plat 1 for utilities.

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

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN GROVE LANDING PLAT 1 FOR UTILITIES

WHEREAS, on the 19th day of July, 2021, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and Grove Landing Development, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-284; 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 October 17th, 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 17th day of October, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

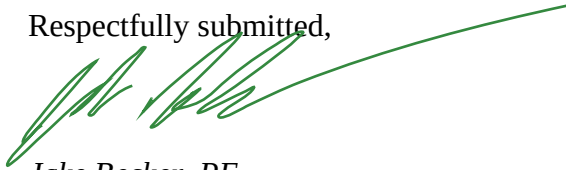
Grove Landing Plat 1

Ankeny, Iowa

10/17/2022

This is to certify that the construction improvements on the ***Grove Landing Plat 1*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 Grove Landing Plat 1, 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

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN GROVE LANDING PLAT 1 FOR PAVING

WHEREAS, on the 19th day of July, 2021, the City of Ankeny, Iowa entered into a three-party contract with Sternquist Construction, Inc., the Contractor, and Grove Landing Development, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-285; 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 October 17th, 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 17th day of October, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

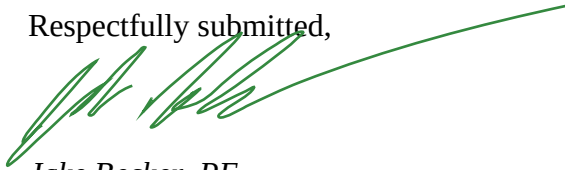
Grove Landing Plat 1

Ankeny, Iowa

10/17/2022

This is to certify that the construction improvements on the ***Grove Landing Plat 1*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 Grove Landing Plat 2 for utilities.

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

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN GROVE LANDING PLAT 2 FOR UTILITIES

WHEREAS, on the 19th day of July, 2021, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and Grove Landing Development, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-287; 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 October 17th, 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 17th day of October, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

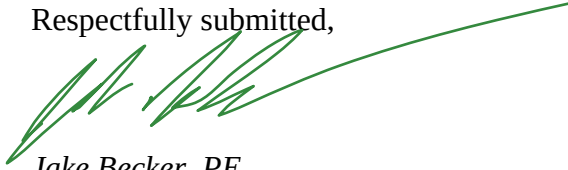
Grove Landing Plat 2

Ankeny, Iowa

10/17/2022

This is to certify that the construction improvements on the ***Grove Landing Plat 2*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 Grove Landing Plat 2, 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

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN GROVE LANDING PLAT 2 FOR PAVING

WHEREAS, on the 19th day of July, 2021, the City of Ankeny, Iowa entered into a three-party contract with Sternquist Construction, Inc., the Contractor, and Grove Landing Development, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-288; 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 October 17th, 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 17th day of October, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

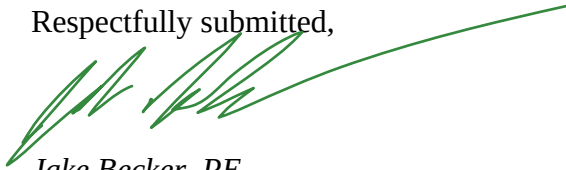
Grove Landing Plat 2

Ankeny, Iowa

10/17/2022

This is to certify that the construction improvements on the ***Grove Landing Plat 2*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [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 Grove Landing Plat 3 for utilities.

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

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN GROVE LANDING PLAT 3 FOR UTILITIES

WHEREAS, on the 15th day of November, 2021, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and Grove Landing Development, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-415; 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 October 17th, 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 October 17th, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

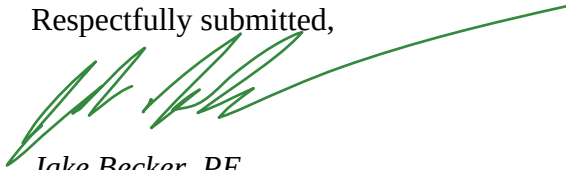
Grove Landing Plat 3

Ankeny, Iowa

10/17/2022

This is to certify that the construction improvements on the ***Grove Landing Plat 3*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



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 Grove Landing 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

RESOLUTION

RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS IN GROVE LANDING PLAT 3 FOR PAVING

WHEREAS, on the 15th day of November, 2021, the City of Ankeny, Iowa entered into a three-party contract with Sternquist Construction, Inc., the Contractor, and Grove Landing Development, LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2021-416; 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 October 17th, 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 17th day of October, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

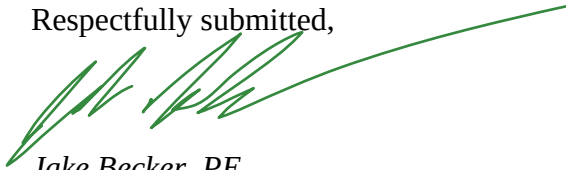
Grove Landing Plat 3

Ankeny, Iowa

10/17/2022

This is to certify that the construction improvements on the ***Grove Landing Plat 3*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jake Becker, PE
Senior Project Manager
McClure Engineering Company
Iowa License Number 25047*



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2022 PCC Reconstruction Program - SE Peachtree Drive: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$4,950.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Con-Struct, Inc. in the amount of \$810,505.00; and d) Final Payment #5 in the amount of \$6,583.50; and Retainage Payment in the amount of \$40,525.25.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Con-Struct, Inc. on the 2022 PCC Reconstruction Program - SE Peachtree Drive project.

The 2022 PCC Reconstruction Program - SE Peachtree Drive 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 \$4,950.00.

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 Reconstruction Program - SE Peachtree Drive project and establishes the final contract amount to be \$810,505.00.

d) Final Payment: Con-Struct, Inc. = \$6,583.50

Retainage Payment: Con-Struct, Inc.= \$40,525.25

It is recommended that the retainage payment be approved for payment 30 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 \$4,950.00.
2. Accept the Engineer's Certificate of Completion for the 2022 PCC Reconstruction Program - SE Peachtree Drive project.
3. Adopt the Resolution accepting the 2022 PCC Reconstruction Program - SE Peachtree Drive project in the final contract amount of \$810,505.00.
4. Authorize Final Payment in the amount of \$6,583.50, and Retainage Payment in the amount of \$40,525.25.

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
 Final Change Order
 Certificate of Completion
 Final Pay App (Release Retainage)
 Resolution

CHANGE ORDER FORM



Project Title: 2022 PCC Reconstruction Program - SE Peachtree Drive
Contractor: Con-Struct, Inc.
Address: 305 South Dayton Ave, Ames Iowa, 50010
Finance Budget Code: 916.3916.4451 **Finance Project #** 916.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 6379

Change Order Number: 1

Change Order Date: October 17, 2022

Purpose of Change Order:

Items #1-8: Balance the quantities to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Removal of Subdrain Cleanout	EA	1.00	\$ 500.00	\$ 500.00
2	Pavement, PCC, Class C-SUD, 8" Thick	SY	2.00	\$ 85.00	\$ 170.00
3	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 8" Thick	LF	4.00	\$ 50.00	\$ 200.00
4	Removal of Sidewalk	SY	35.00	\$ 15.00	\$ 525.00
5	Sidewalk, PCC, 4" Thick	SY	17.00	\$ 50.00	\$ 850.00
6	Sidewalk, PCC, 6" Thick	SY	37.00	\$ 80.00	\$ 2,960.00
7	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	1.00	\$ 65.00	\$ 65.00
8	Inlet Protection Device, Maintenance	EA	(16.00)	\$ 20.00	\$ (320.00)
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 4,950.00**

Contractor Accepted: Con-Struct, Inc.

Signature: [Signature] Date: 10/4/2022
Firm Name

Engineer Approved: City of Ankeny

Signature: [Signature] Date: 10/5/2022
Firm Name

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: 10/17/2022

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: 10/17/2022

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 805,555.00
1	October 17, 2022	\$ 4,950.00
2		
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15		

Revised Contract Amount **\$ 810,505.00**

CERTIFICATE OF COMPLETION

2022 PCC Reconstruction Program – SE Peachtree Drive

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the *2022 PCC Reconstruction Program – SE Peachtree Drive* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$810,505.00**. 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 PCC Reconstruction Program - SE Peachtree Drive
Contractor: Con-Struct, Inc.
Address: 305 South Dayton Ave, Ames Iowa, 50010
Finance Budget Code: 916.3916.4451 Finance Project #: 916.4451
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: March 7, 2022 Vendor #: 6379

Date of Council Meeting: October 17, 2022 PAYMENT REQUEST # 5 (Final)
PAYMENT PERIOD: From: September 3, 2022 Through: October 1, 2022

Contract Summary

Original Contract Amount:	\$	805,555.00	
Net change by Change Orders:	\$	4,950.00	
Contract Amount to Date: (line 1 ± 2)	\$	810,505.00	
Total completed and stored to date:	\$	810,505.00	
Retainage: 5 % of Completed Work:	\$	40,525.25	
Total Earned less Retainage:	\$	769,979.75	
Less previous applications for payment:	\$	763,396.25	
SUBTOTAL	\$		6,583.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,583.50

Balance to finish, including retainage: \$ 40,525.25

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: Con-Struct, Inc.


Signature

Firm Name

10/4/2022
Date

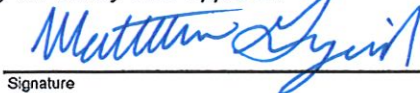
Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:


Signature

10/5/2022
Date

Submit to: Adam L. Lust, P.E. - Public Works Engineering Manager

E-mail: ALust@Ankenylowa.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 PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, Compost-amended	CY	290.00		290.00	\$ 70.00	\$ 20,300.00		\$ -	290.00	290.00	\$ 20,300.00	0.00	100.00%
2.02	Excavation, Class 10	CY	765.00		765.00	\$ 30.00	\$ 22,950.00		\$ -	765.00	765.00	\$ 22,950.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	4,590.00		4,590.00	\$ 5.00	\$ 22,950.00		\$ -	4,590.00	4,590.00	\$ 22,950.00	0.00	100.00%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	4,590.00		4,590.00	\$ 15.00	\$ 68,850.00		\$ -	4,590.00	4,590.00	\$ 68,850.00	0.00	100.00%
2.05	Compaction Testing	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	Subrain, Corrugated PVC, Type 2, 8" Diameter	LF	2,155.00		2,155.00	\$ 30.00	\$ 64,650.00		\$ -	2,155.00	2,155.00	\$ 64,650.00	0.00	100.00%
4.02	Subrain, Cleanout, Type B, 24" Diameter	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00		\$ -	6.00	6.00	\$ 6,000.00	0.00	100.00%
4.03	Subrain, Cleanout, Type B, 24" Diameter	EA	10.00		10.00	\$ 500.00	\$ 5,000.00		\$ -	10.00	10.00	\$ 5,000.00	0.00	100.00%
4.04	Reconnection of Storm Sewer Services	EA	11.00		11.00	\$ 500.00	\$ 5,500.00		\$ -	11.00	11.00	\$ 5,500.00	0.00	100.00%
4.05	Removal of Subrain, Any Type, Any Size	LF	295.00		295.00	\$ 2,950.00	\$ 2,950.00		\$ -	295.00	295.00	\$ 2,950.00	0.00	100.00%
4.06	Removal of Subrain Cleanout	EA	2.00		2.00	\$ 800.00	\$ 1,600.00		\$ -	2.00	2.00	\$ 1,600.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00		\$ -	4.00	4.00	\$ 8,000.00	0.00	100.00%
6.02	Manhole Adjustment, Minor	EA	5.00		5.00	\$ 2,000.00	\$ 10,000.00		\$ -	5.00	5.00	\$ 10,000.00	0.00	100.00%
6.03	Manhole Adjustment, Major	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	1.00	\$ 3,000.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 8" Thick	SY	3,642.00	2.00	3,642.00	\$ 85.00	\$ 309,570.00		\$ -	3,642.00	3,642.00	\$ 309,570.00	0.00	100.00%
7.02	Pavement, PCC, Class C-SUD, 7" Thick	SY	285.00		285.00	\$ 70.00	\$ 19,950.00		\$ -	285.00	285.00	\$ 19,950.00	0.00	100.00%
7.03	Curb and Gutter, PCC, Class C-SUD, 2'0" Wide, 8" Thick	LF	31.00	4.00	35.00	\$ 60.00	\$ 2,100.00		\$ -	35.00	35.00	\$ 2,100.00	0.00	100.00%
7.04	Plastic Concrete Testing	LS	1.00		1.00	\$ 3,801.00	\$ 3,801.00		\$ -	1.00	1.00	\$ 3,801.00	0.00	100.00%
7.05	Removal of Sidewalk	SY	125.00	35.00	160.00	\$ 15.00	\$ 2,400.00		\$ -	160.00	160.00	\$ 2,400.00	0.00	100.00%
7.06	Removal of Sidewalk	SY	475.00		475.00	\$ 15.00	\$ 7,125.00		\$ -	475.00	475.00	\$ 7,125.00	0.00	100.00%
7.07	Sidewalk, PCC, 4" Thick	SY	82.00	17.00	99.00	\$ 50.00	\$ 4,950.00		\$ -	99.00	99.00	\$ 4,950.00	0.00	100.00%
7.08	Sidewalk, PCC, 6" Thick	SY	33.00	37.00	70.00	\$ 80.00	\$ 5,600.00		\$ -	70.00	70.00	\$ 5,600.00	0.00	100.00%
7.09	Detachable Walkways, Galvanized Steel	SF	48.00		48.00	\$ 60.00	\$ 2,880.00		\$ -	48.00	48.00	\$ 2,880.00	0.00	100.00%
7.10	Driveway, Paved PCC, Class C, Type A Residential, 6" Thick	SY	225.00		225.00	\$ 60.00	\$ 13,500.00		\$ -	225.00	225.00	\$ 13,500.00	0.00	100.00%
7.11	Driveway, Paved PCC, Class C, Type A Commercial, 7" Thick	SY	250.00	1.00	251.00	\$ 65.00	\$ 16,315.00		\$ -	251.00	251.00	\$ 16,315.00	0.00	100.00%
7.12	Removal of Pavement	SY	3,840.00		3,840.00	\$ 15.00	\$ 57,600.00		\$ -	3,840.00	3,840.00	\$ 57,600.00	0.00	100.00%
7.13	Curb and Gutter Removal, 2'0" Wide	LF	75.00		75.00	\$ 20.00	\$ 1,500.00		\$ -	75.00	75.00	\$ 1,500.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00		\$ -	1.00	1.00	\$ 9,500.00	0.00	100.00%
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10.00		10.00	\$ 165.00	\$ 1,650.00		\$ -	10.00	10.00	\$ 1,650.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.60		0.60	\$ 2,750.00	\$ 1,650.00		\$ -	0.60	0.60	\$ 1,650.00	0.00	100.00%
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.60		0.60	\$ 1,100.00	\$ 660.00		\$ -	0.60	0.60	\$ 660.00	0.00	100.00%
9.03	Erosion Control Mulching, Hydromulching, BPM	EA	1.20		1.20	\$ 3,850.00	\$ 4,620.00		\$ -	1.20	1.20	\$ 4,620.00	0.00	100.00%
9.04	Inlet Protection Device, Surface-applied	EA	8.00		8.00	\$ 66.00	\$ 528.00		\$ -	8.00	8.00	\$ 528.00	0.00	100.00%
9.05	Inlet Protection Device, Drop-in	EA	8.00		8.00	\$ 132.00	\$ 1,056.00		\$ -	8.00	8.00	\$ 1,056.00	0.00	100.00%
9.06	Inlet Protection Device, Maintenance	EA	16.00	(16.00)	0.00	\$ 20.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 70,000.00	\$ 70,000.00		\$ -	1.00	1.00	\$ 70,000.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00		\$ -	1.00	1.00	\$ 7,000.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
11.04	Temporary Pedestrian Ramp	EA	4.00		4.00	\$ 1,000.00	\$ 4,000.00		\$ -	4.00	4.00	\$ 4,000.00	0.00	100.00%
11.05	Temporary Driveway	SY	370.00		370.00	\$ 25.00	\$ 9,250.00		\$ -	370.00	370.00	\$ 9,250.00	0.00	100.00%
11.06	Concrete Washout, Containers	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	1.00	1.00	\$ 4,000.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01			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%
12.03			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%
12.05			0.00		0.00	\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 810,505.00

PAY PERIOD = \$ 6,930.00

COMPLETED = \$ 810,505.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	\$ 226,223.74
2	July 18, 2022	\$ 289,346.49
3	August 15, 2022	\$ 137,604.88
4	September 19, 2022	\$ 110,221.14
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 763,396.25

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 4,950.00
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CHANGE ORDER TOTAL = \$ 4,950.00

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 2, 2022

Full Completion

Contract Working Days:	85.0
Added by Change Order:	
Total Working Days:	85.0
Working Days Used to Date:	84.0
Working Days Remaining:	1.0

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2022 PCC RECONSTRUCTION PROGRAM - SE PEACHTREE DRIVE

WHEREAS, on the 7th day of March, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Con-Struct, Inc. of Ames, Iowa, for the construction of certain public improvements generally described as the 2022 PCC Reconstruction Program - SE Peachtree Drive; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on October 17, 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 \$810,505.00, as shown in the report of the Engineer.

PASSED AND APPROVED this 17th day of October, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SW Orallabor Road & SW Irvinedale Drive Interim Signal Modifications: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$27,581.50; and c) Final Payment #1 in the amount of \$26,202.42; and Retainage Payment in the amount of \$1,379.08.

EXECUTIVE SUMMARY:

The actions before the council are the approval of 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 Signal, Inc. of Grimes, Iowa for the SW Orallabor Road & SW Irvinedale Drive Interim Signal Modifications.

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 for the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications and establishes the final contract amount to be \$27,581.50.

c) Final Payment: Iowa Signal, Inc = \$26,202.42

Retainage Payment: Iowa Signal, Inc.= \$1379.08

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 SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications.

2. Adopt the Resolution accepting the SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications in the final contract amount of \$27,581.50.

3. Authorize Final Payment in the amount of \$26,202.42 and Retainage Payment in the amount of \$1,379.08.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 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
	Resolution
	Pay Application #1 & Final

CERTIFICATE OF COMPLETION

SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the *SW Oralabor Road & SW Irvinedale Drive Interim Signal Modifications* have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$27,581.50**. I hereby recommend acceptance of the project.

Respectfully submitted,



Leslie Hart, P.E., PTOE
Traffic Engineering Manager
Public Works Department
City of Ankeny, Iowa
Iowa License Number 16020

RESOLUTION

RESOLUTION ACCEPTING THE SW ORALABOR ROAD AND SW IRVINEDALE DRIVE INTERIM SIGNAL MODIFICATIONS PROJECT WITH IOWA SIGNAL, INC.

WHEREAS, on the 2nd day of May, 2022, the City of Ankeny entered into contract with Iowa Signal, Inc. of Grimes, Iowa, for the construction of certain public improvements generally described as construction of the SW Oralabor Road and SW Irvinedale Drive Interim Signal Modifications 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 October 17, 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 \$27,581.50 as shown in the report of the Engineer.

PASSED AND APPROVED on this 17th day of October, 2022.

Mayor

ATTEST:

City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Oralabor Rd and SW Irvinedale Dr Interim Signal Modifications
Contractor: Iowa Signal, Inc.
Address: 3711 SE Capitol Cir, Grimes, IA 50111
Finance Budget Code: 965.3965.4288 Finance Project #: 365.4288
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: May 2, 2022 Vendor #: 644

Date of Council Meeting: October 17, 2022 PAYMENT REQUEST # 1 & Final
PAYMENT PERIOD: From: July 11, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	\$	27,581.50	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	27,581.50	
Total completed and stored to date:	\$	27,581.50	
Retainage: <u>5</u> % of Completed Work:	\$	1,379.08	
Total Earned less Retainage:	\$	26,202.42	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$		26,202.42

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 26,202.42

Balance to finish, including retainage: \$ 1,379.08

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: Iowa Signal, Inc.
Firm Name
Signature: Wayne Lesley Date: 10/6/22

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

City of Ankeny Staff Approval:
Signature: Leslie Hart Date: 10/7/22

Submit to: Leslie Hart, PE, PTOE - Traffic Engineering Manager
E-mail: LHart@Ankenylowa.gov Phone: (515) 963-3548 Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 27,581.50 PAY PERIOD = \$ 27,581.50

COMPLETED = \$ 27,581.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

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



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Northwest Elementary School Traffic Signal Replacement: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$1,190.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Iowa Signal, Inc. in the amount of \$54,420.00; and d) Final Payment #1 in the amount of \$51,699.00; and Retainage Payment in the amount of \$2,721.00.

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 Signal, Inc. of Grimes, Iowa for the Northwest Elementary School Traffic Signal Replacement.

The project is now complete. The traffic signal was placed into operation on August 1, 2022. 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 \$1,190.00.

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 Northwest Elementary School Traffic Signal Replacement and establishes the final contract amount to be \$54,420.00.

d) Final Payment: Iowa Signal, Inc = \$51,699.00

Retainage Payment: Iowa Signal, Inc.= \$2,721.00

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

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 \$1,190.00.
2. Accept the Engineer's Certificate of Completion for the Northwest Elementary School Traffic Signal Replacement.
3. Adopt the Resolution accepting the Northwest Elementary School Traffic Signal Replacement in the final contract amount of \$54,420.00.
4. Authorize Final Payment in the amount of \$51,699.00 and Retainage Payment in the amount of \$2,721.00.

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 #1_Final
 Certificate of Completion
 Resolution
 Pay Application #1 & Final

CHANGE ORDER FORM



Project Title: Northwest Elementary School Signal Replacement
Contractor: Iowa Signal, Inc.
Address: 3711 SE Capitol Cir, Grimes, IA 50111
Finance Budget Code: 917.3917.4456 **Finance Project #** 917.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: May 16, 2022 **Vendor #** 644

Change Order Number: 1

Change Order Date: October 17, 2022

Purpose of Change Order:

Additional restoration required outside original scope of work.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.01	Labor and River Rock Installed in South ROW	LS	1.00	\$ 1,190.00	\$ 1,190.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 1,190.00**

Contractor Accepted: Iowa Signal, Inc.

Firm Name
Wayne Lesley 10/5/22
 Signature Date

Engineer Approved: City of Ankeny

Firm Name
Leslie Hart 10/7/22
 Signature Date

Owner Accepted: City of Ankeny

Mayor
 Signature Title
10/17/2022
 Date

Attest for Owner:

City Clerk
 Signature Title
10/17/2022
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 53,230.00
1	October 17, 2022	\$ 1,190.00
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Revised Contract Amount **\$ 54,420.00**

CERTIFICATE OF COMPLETION

Northwest Elementary School Traffic Signal Replacement

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the *Northwest Elementary School Traffic Signal Replacement* have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$54,420.00**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in black ink that reads "Leslie Hart". The signature is written in a cursive, flowing style.

*Leslie Hart, P.E., PTOE
Traffic Engineering Manager
Public Works Department
City of Ankeny, Iowa
Iowa License Number 16020*

RESOLUTION

RESOLUTION ACCEPTING THE NORTHWEST ELEMENTARY SCHOOL TRAFFIC SIGNAL REPLACEMENT PROJECT WITH IOWA SIGNAL, INC.

WHEREAS, on the 16th day of May, 2022, the City of Ankeny entered into contract with Iowa Signal, Inc. of Grimes, Iowa, for the construction of certain public improvements generally described as construction of the Northwest Elementary School Traffic Signal Replacement 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 October 17, 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 \$54,420.00 as shown in the report of the Engineer.

PASSED AND APPROVED on this 17th day of October, 2022.

Mayor

ATTEST:

City Clerk

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Northwest Elementary School Signal Replacement
Contractor: Iowa Signal, Inc.
Address: 3711 SE Capitol Cir, Grimes, IA 50111
Finance Budget Code: 917.3917.4456 Finance Project #: 917.4456
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: May 16, 2022 Vendor #: 644

Date of Council Meeting: October 17, 2022 PAYMENT REQUEST # 1 & Final
PAYMENT PERIOD: From: July 11, 2022 Through: September 30, 2022

Contract Summary

Original Contract Amount:	\$	53,230.00	
Net change by Change Orders:	\$	1,190.00	
Contract Amount to Date: (line 1 ± 2)	\$	54,420.00	
Total completed and stored to date:	\$	54,420.00	
Retainage: 5 % of Completed Work:	\$	2,721.00	
Total Earned less Retainage:	\$	51,699.00	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 51,699.00
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 51,699.00

Balance to finish, including retainage: \$ 2,721.00

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: Iowa Signal, Inc.
Firm Name
Signature: Wayne Lesley Date: 10/5/22

Engineer / Consultant Approval:
Firm Name
Signature: Date:

City of Ankeny Staff Approval:
Signature: Leslie Hart Date: 10/7/22

Submit to: Leslie Hart, PE, PTOE - Traffic Engineering Manager
E-mail: LHart@Ankenylowa.gov Phone: (515) 963-3548 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
TRAFFIC CONTROL														
8.1	Remove (signal pole/mast arms, pedestrian poles, cabinet, heads, wiring and RH's	LS	1		1	\$ 5,980.00	\$ 5,980.00	1.00	\$ 5,980.00		1.00	\$ 5,980.00	0.00	100.00%
8.2	Install Signal Pole Footing, Signal Pole and 52' Mast Arm	LS	1		1	\$ 6,800.00	\$ 6,800.00	1.00	\$ 6,800.00		1.00	\$ 6,800.00	0.00	100.00%
8.3	Install Pedestrian Pole Footing and 15' Pedestrian Pole	EA	1		1	\$ 2,700.00	\$ 2,700.00	1.00	\$ 2,700.00		1.00	\$ 2,700.00	0.00	100.00%
8.4	Install 3-Section Head with Backplate, Mast Arm Mounted	EA	4		4	\$ 1,200.00	\$ 4,800.00	4.00	\$ 4,800.00		4.00	\$ 4,800.00	0.00	100.00%
8.5	Install S1-1 and Wind Damper. Contractor will supply mounting hardware	EA	3		3	\$ 750.00	\$ 2,250.00	3.00	\$ 2,250.00		3.00	\$ 2,250.00	0.00	100.00%
8.6	Install 3-Section Head, Side of Pole Mounted	EA	2		2	\$ 1,000.00	\$ 2,000.00	2.00	\$ 2,000.00		2.00	\$ 2,000.00	0.00	100.00%
8.7	Install 16' Pedestrian Head	EA	2		2	\$ 1,000.00	\$ 2,000.00	2.00	\$ 2,000.00		2.00	\$ 2,000.00	0.00	100.00%
8.8	Install APS Pushbuttons and APS Wiring	EA	2		2	\$ 450.00	\$ 900.00	2.00	\$ 900.00		2.00	\$ 900.00	0.00	100.00%
8.9	Install PTZ Camera on City Provided 6' Extension on Mast Arm	EA	1		1	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		1.00	\$ 1,200.00	0.00	100.00%
8.10	Install Pole Mounted Signal Cabinet	LS	1		1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00	0.00	100.00%
8.11	Remove Existing Power Service and Re-Install New Service	LS	1		1	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00		1.00	\$ 1,500.00	0.00	100.00%
8.12	Provide and Install Type III HH (24"x36"x30")	EA	1		1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00	0.00	100.00%
8.13	Provide and Install Type I HH	EA	1		1	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00		1.00	\$ 1,600.00	0.00	100.00%
8.14	Provide and Install 2" HDPE by Boring	LF	55		55	\$ 20.00	\$ 1,100.00	55.00	\$ 1,100.00		55.00	\$ 1,100.00	0.00	100.00%
8.15	Provide and Install 2" Conduit (incl. rigid steel) by Boring	LF	75		75	\$ 30.00	\$ 2,250.00	75.00	\$ 2,250.00		75.00	\$ 2,250.00	0.00	100.00%
8.16	Provide and Install 3" Conduit by Trenching	LF	10		10	\$ 20.00	\$ 200.00	10.00	\$ 200.00		10.00	\$ 200.00	0.00	100.00%
8.17	Provide and Install Signal and Beacon Wiring	LS	1		1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00		1.00	\$ 3,000.00	0.00	100.00%
8.18	Fiber Optic Fusion Splices (temporary and permanent)	EA	30		30	\$ 100.00	\$ 3,000.00	30.00	\$ 3,000.00		30.00	\$ 3,000.00	0.00	100.00%
8.19	Provide and Install SPH-01P	EA	1		1	\$ 250.00	\$ 250.00	1.00	\$ 250.00		1.00	\$ 250.00	0.00	100.00%
8.20	Provide and Install 12ct Fiber Optic Panel CCH-CP12-A9-P03RH	EA	1		1	\$ 950.00	\$ 950.00	1.00	\$ 950.00		1.00	\$ 950.00	0.00	100.00%
8.21	Concrete Pad	SY	3		3	\$ 250.00	\$ 750.00	3.00	\$ 750.00		3.00	\$ 750.00	0.00	100.00%
8.22	Temporary Traffic Control	LS	1		1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.1	Restoration	LS	1		1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00		
MISCELLANEOUS														
11.1	Mobilization	LS	1		1	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00		1.00	\$ 2,000.00		
CHANGE ORDER ITEMS														
12.01	Labor and River Rock in South ROW (additional restoration)	LS		1.00	1	\$ 1,190.00	\$ 1,190.00	1.00	\$ 1,190.00		1.00	\$ 1,190.00	0.00	100.00%
						\$ -	\$ -		\$ -		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 = \$ 54,420.00 PAY PERIOD = \$ 54,420.00

COMPLETED = \$ 54,420.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ 1,190.00

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



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2022 PCC Reconstruction Program - NW 5th Street Project: Consider motion to approve: a) Final Change Order #3 increasing the contract amount by \$5,183.38; b) Certificate of Completion; c)

RESOLUTION accepting the public improvement with Absolute Concrete Construction in the amount of \$697,313.88; and d) Final Payment #4 in the amount of \$43,009.06; and Retainage Payment in the amount of \$34,865.70.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Absolute Concrete Construction on the 2022 PCC Reconstruction Program - NW 5th Street project.

The 2022 PCC Reconstruction Program - NW 5th Street 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 #3 increasing the contract amount by \$5,183.38.
- 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 Reconstruction Program - NW 5th Street project and establishes the final contract amount to be \$697,313.88.
- d) Final Payment: Absolute Concrete Construction = \$43,009.06
Retainage Payment: Absolute Concrete Construction = \$34,865.70

It is recommended that the retainage payment be approved for payment 30 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 #3 increasing the contract amount by \$5,183.38.
2. Accept the Engineer's Certificate of Completion for the 2022 PCC Reconstruction Program - NW 5th Street project.
3. Adopt the Resolution accepting the 2022 PCC Reconstruction Program - NW 5th Street project in the final contract amount of \$697,313.88.
4. Authorize Final Payment in the amount of \$43,009.06, and Retainage Payment in the amount of \$34,865.70.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 21, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #3 (Final)
 Certificate of Completion
 Payment #4 (Final)
 Resolution

CHANGE ORDER FORM



Project Title: 2022 PCC Reconstruction Program - NW 5th Street
Contractor: Absolute Concrete Construction
Address: 1000 W 6th Ave, Slater, IA 50244
Finance Budget Code: 916.3916.4451 **Finance Project #** 916.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 21, 2022 **Vendor #** 4997

Change Order Number: 3

Change Order Date: October 17, 2022

Purpose of Change Order:

Items #1-7: Balance the quantities to reflect what was measured in the field.
 Items #8-9: Necessary to replace existing old and broken water valve boxes.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Subgrade Preparation, 6" Depth	SY	(690.00)	\$ 4.00	\$ (2,760.00)
2	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	385.50	\$ 15.00	\$ 5,782.50
3	Pavement, PCC, Class C-SUD, 7" Thick	SY	10.50	\$ 71.25	\$ 748.13
4	Removal of Sidewalk	SY	9.00	\$ 15.00	\$ 135.00
5	Sidewalk, PCC, 4" Thick	SY	9.00	\$ 96.50	\$ 868.50
6	Removal of Pavement	SY	10.50	\$ 10.00	\$ 105.00
7	Inlet Protection Device, Maintenance	EA	(20.00)	\$ 50.00	\$ (1,000.00)
8	Valve Box Replacements	EA	2.00	\$ 527.25	\$ 1,054.50
9	Valve Box Replacements, Top Only	EA	1.00	\$ 249.75	\$ 249.75
Change Order Number: <u>3</u> makes the following adjustments to the Contract:					\$ 5,183.38

Contractor Accepted: Absolute Concrete Construction

Signature: [Signature] Date: 10.7.22
Firm Name

Engineer Approved: City of Ankeny

Signature: [Signature] Date: 10/7/22
Firm Name

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: 10/17/20022

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: 10/17/2022

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 669,421.50
1	August 15, 2022	\$ 15,509.00
2	September 19, 2022	\$ 7,200.00
3	October 17, 2022	\$ 5,183.38
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Revised Contract Amount **\$ 697,313.88**

CERTIFICATE OF COMPLETION

2022 PCC Reconstruction Program – NW 5th Street

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the *2022 PCC Reconstruction Program – NW 5th Street* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$697,313.88**. 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 PCC Reconstruction Program - NW 5th Street
Contractor: Absolute Concrete Construction
Address: 1000 W 6th Ave, Slater, IA 50244
Finance Budget Code: 916.3916.4451 **Finance Project #** 916.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 21, 2022 **Vendor #** 4997

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 4 (Final)
PAYMENT PERIOD: From: September 4, 2022 Through: October 1, 2022

Contract Summary

Original Contract Amount:	\$	669,421.50	
Net change by Change Orders:	\$	27,892.38	
Contract Amount to Date: (line 1 ± 2)	\$	697,313.88	
Total completed and stored to date:	\$	697,313.88	
Retainage: 5 % of Completed Work:	\$	34,865.70	
Total Earned less Retainage:	\$	662,448.18	
Less previous applications for payment:	\$	611,439.12	
SUBTOTAL	\$		51,009.06

OTHER CHARGES (Liquidated Damages = 8 Days @ \$1,000/day) \$ (8,000.00)

CURRENT PAYMENT DUE \$ 43,009.06

Balance to finish, including retainage: \$ 34,865.70

Contract Time Remaining (If applicable) (15.0) Working Days

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

Construction Contractor Approval: Absolute Concrete Construction
Firm Name
Signature:  Date: 10.7.22

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

City of Ankeny Staff Approval:
Signature:  Date: 10/7/22

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 PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, Compacted	CY	240.00		240.00	\$ 67.00	\$ 16,080.00	90.00	\$ 6,030.00	150.00	240.00	\$ 16,080.00	0.00	100.00%
2.02	Excavation, Class 10	CY	685.00		685.00	\$ 28.00	\$ 18,620.00		\$ -	685.00	685.00	\$ 18,620.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	3,995.00	(690.00)	3,295.00	\$ 4.00	\$ 13,180.00		\$ -	3,295.00	3,295.00	\$ 13,180.00	0.00	100.00%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,985.00	385.50	4,370.50	\$ 15.00	\$ 65,557.50		\$ -	4,370.50	4,370.50	\$ 65,557.50	0.00	100.00%
2.05	Compaction Testing	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,600.00		1,600.00	\$ 37.00	\$ 59,200.00		\$ -	1,600.00	1,600.00	\$ 59,200.00	0.00	100.00%
4.02	Subdrain, Cleanout, Type B, 24" Diameter	EA	4.00		4.00	\$ 1,500.00	\$ 6,000.00		\$ -	4.00	4.00	\$ 6,000.00	0.00	100.00%
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10.00	2.00	12.00	\$ 600.00	\$ 7,200.00		\$ -	12.00	12.00	\$ 7,200.00	0.00	100.00%
4.04	Reconnection of Storm Sewer Services	EA	6.00		6.00	\$ 700.00	\$ 4,200.00		\$ -	6.00	6.00	\$ 4,200.00	0.00	100.00%
4.05	Removal of Subdrain, Any Type, Any Size	LF	360.00		360.00	\$ 11.00	\$ 3,960.00		\$ -	360.00	360.00	\$ 3,960.00	0.00	100.00%
4.06	Removal of Subdrain Cleanout	EA	4.00		4.00	\$ 475.00	\$ 1,900.00		\$ -	4.00	4.00	\$ 1,900.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	3.00		3.00	\$ 1,900.00	\$ 5,700.00		\$ -	3.00	3.00	\$ 5,700.00	0.00	100.00%
6.02	Manhole Adjustment, Storm, Minor, Self Level Casting	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	2.00	\$ 4,000.00	0.00	100.00%
6.03	Inlet Adjustment, Minor	EA	9.00	4.00	13.00	\$ 1,500.00	\$ 19,500.00		\$ -	13.00	13.00	\$ 19,500.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,765.00		2,765.00	\$ 76.50	\$ 211,522.50		\$ -	2,765.00	2,765.00	\$ 211,522.50	0.00	100.00%
7.02	Pavement, PCC, Class C-SUD, 7" Thick	SY	590.50	10.50	601.00	\$ 71.25	\$ 42,813.75		\$ -	590.50	601.00	\$ 42,813.75	0.00	100.00%
7.03	Plastic Concrete Testing	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	150.00	9.00	159.00	\$ 15.00	\$ 2,385.00	2.00	\$ 30.00	157.00	159.00	\$ 2,385.00	0.00	100.00%
7.05	Removal of Driveway	SY	285.00		285.00	\$ 20.00	\$ 5,700.00		\$ -	285.00	285.00	\$ 5,700.00	0.00	100.00%
7.06	Sidewalk, PCC, 4" Thick	SY	100.00	9.00	109.00	\$ 96.50	\$ 10,518.50	17.00	\$ 1,640.50	92.00	109.00	\$ 10,518.50	0.00	100.00%
7.07	Sidewalk, PCC, 6" Thick	SY	70.00		70.00	\$ 137.00	\$ 9,590.00	55.00	\$ 7,585.00	15.00	70.00	\$ 9,590.00	0.00	100.00%
7.08	Decorative Warnings, Galvanized Steel	SF	96.00		96.00	\$ 61.50	\$ 5,904.00	96.00	\$ 5,904.00		96.00	\$ 5,904.00	0.00	100.00%
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	285.00		285.00	\$ 87.00	\$ 24,995.00		\$ -	285.00	285.00	\$ 24,995.00	0.00	100.00%
7.10	Removal of Pavement	SY	3,345.00	10.50	3,355.50	\$ 10.00	\$ 33,555.00		\$ -	3,355.50	3,355.50	\$ 33,555.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.25	\$ 2,500.00	0.75	1.00	\$ 10,000.00	0.00	100.00%
8.02	Portable Dynamic Message Sign (PDMS)	GDAY	10.00		10.00	\$ 150.00	\$ 1,500.00		\$ -	10.00	10.00	\$ 1,500.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.50		0.50	\$ 3,000.00	\$ 1,500.00	0.50	\$ 1,500.00	0.00	0.50	\$ 1,500.00	0.00	100.00%
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.50		0.50	\$ 1,000.00	\$ 500.00	0.50	\$ 500.00	0.00	0.50	\$ 500.00	0.00	100.00%
9.03	Erosion Control Matting, Hydromulching, BFM	AC	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	0.00	1.00	\$ 4,500.00	0.00	100.00%
9.04	Inlet Protection Device, Surface-applied	EA	10.00		10.00	\$ 500.00	\$ 5,000.00		\$ -	10.00	10.00	\$ 5,000.00	0.00	100.00%
9.05	Inlet Protection Device, Drop-in	EA	10.00		10.00	\$ 200.00	\$ 2,000.00	10.00	\$ 2,000.00	0.00	10.00	\$ 2,000.00	0.00	100.00%
9.06	Inlet Protection Device, Maintenance	EA	20.00	(20.00)	0.00	\$ 50.00	\$ -	0.00	\$ -	0.00	0.00	\$ -	0.00	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 55,000.00	\$ 55,000.00	0.25	\$ 13,750.00	0.75	1.00	\$ 55,000.00	0.00	100.00%
11.02	Maintenance of Paved Service	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00	0.25	\$ 1,875.00	0.75	1.00	\$ 7,500.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 7,500.00	\$ 7,500.00	0.25	\$ 1,875.00	0.75	1.00	\$ 7,500.00	0.00	100.00%
11.04	Temporary Paved Ramps	EA	6.00		6.00	\$ 750.00	\$ 4,500.00	3.00	\$ 2,250.00	3.00	6.00	\$ 4,500.00	0.00	100.00%
11.05	Concrete Washout, Containers	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.25	\$ 500.00	0.75	1.00	\$ 2,000.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Supply and Install Geogrid	SY	0.00	690.00	690.00	\$ 9.10	\$ 6,279.00		\$ -	690.00	690.00	\$ 6,279.00	0.00	100.00%
12.02	Inlets, Type SW-301, Single Grate Inlets, Precast	EA	0.00	1.00	1.00	\$ 9,230.00	\$ 9,230.00		\$ -	1.00	1.00	\$ 9,230.00	0.00	100.00%
12.03	Valve Box Replacements	EA	0.00	2.00	2.00	\$ 527.25	\$ 1,054.50	2.00	\$ 1,054.50		2.00	\$ 1,054.50	0.00	100.00%
12.04	Valve Box Replacements, Top Only	EA	0.00	1.00	1.00	\$ 249.75	\$ 249.75	1.00	\$ 249.75		1.00	\$ 249.75	0.00	100.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 697,313.88 PAY PERIOD = \$ 53,693.75

COMPLETED = \$ 697,313.88

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 18, 2022	\$ 61,750.00
2	August 15, 2022	\$ 168,709.55
3	September 19, 2022	\$ 380,979.57
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 611,439.12

Record of Change Orders

No.	Date	Amount
1	August 15, 2022	\$ 15,509.00
2	September 19, 2022	\$ 7,200.00
3	October 17, 2022	\$ 5,183.38
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CHANGE ORDER TOTAL = \$ 27,892.38

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	June 20, 2022

Substantial Completion

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

Full Completion

Contract Working Days:	45.0
Added by Change Order:	5.0
Total Working Days:	50.0
Working Days Used to Date:	65.0
Working Days Remaining:	(15.0)

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2022 PCC RECONSTRUCTION PROGRAM - NW 5TH STREET

WHEREAS, on the 21st day of March, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with Absolute Concrete Construction of Slater, Iowa, for the construction of certain public improvements generally described as the 2022 PCC Reconstruction Program - NW 5th Street; 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 October 17, 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 \$697,313.88, as shown in the report of the Engineer.

PASSED AND APPROVED this 17th day of October, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

NW 36th Street and NW Weigel Drive Water Main: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** accepting the public improvements with On Track Construction, LLC in the amount of \$1,319,476.89.00; c) Change Order #3 for (\$3,885.00); d) Final Payment #6 in the amount of \$2,636.25 / Release of Retainage in the amount of \$65,973.84.

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 payment to On Track Construction, LLC on the NW 36th Street and NW Weigel Drive Water Main project.

The NW 36th Street and NW Weigel Drive Water Main project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications and that

the final contract amount is \$1,319,476.89.00.

2. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the NW 36th Street and NW Weigel Drive Water Main Project and establishes the final contract amount to be \$1,319,476.89.00.

3. Change Order #3: On Track Construction, LLC = (\$3,885.00)

4. Final Payment: On Track Construction = \$2,636.25

Retainage Payment: On Track Construction = \$65,973.84

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

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 from the project engineer for the NW 36th Street and NW Weigel Drive Water Main Project;

2. Adopt the Resolution accepting the NW 36th Street and NW Weigel Drive Water Main Project with On Track Construction, LLC in the final contract amount of \$1,319,476.89;

3. Authorize change order #3 to On Track Construction, LLC in the amount of (\$3,885.00) and

4. Authorize final payment to On Track Construction, LLC in the amount of \$2,636.25 and release of retainage payment in the amount of \$65,973.84 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 18, 2022: Council ordered construction and set dates for bid letting and public hearing.

February 21, 2022: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Certificate of Completion
 Change Order #3
 Payment #6 Final
 Resolution

CERTIFICATE OF COMPLETION

NW 36th Street and NW Weigel Drive Water Main

Ankeny, Iowa

October 17, 2022

This is to certify that the construction improvements on the ***NW 36th Street and NW Weigel Drive Water Main*** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***\$1,319,476.89***. I hereby recommend acceptance of the project.

Respectfully submitted,



*Nichole Sungren, PE
Project Manager
MSA Professional Services
Iowa License Number P18431*

city of
Ankeny
bringing it all together

Original Contract Date: February 21, 2022 **Vendor #** 9363

Date Printed: 9/26/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive Water Main (Construction)
Contractor: On Track Construction, LLC
Address: 1316 6th Street, Suite 109, Nevada 50201
Finance Budget Code: 634.3634.4450 **Finance Project #** 634.4450
Vendor Project or Invoice #: **PO #**
Original Contract Date: February 21, 2022 **Vendor #** 9363

Date of Council Meeting: October 17, 2022 **PAYMENT REQUEST #** 6 (Final)
PAYMENT PERIOD: From: 09/1/2022 Through: 09/30/2022

Contract Summary

Original Contract Amount:	\$	1,298,500.00	
Net change by Change Orders:	\$	20,976.89	
Contract Amount to Date: (line 1 ± 2)	\$	1,319,476.89	
Total completed and stored to date:	\$	1,319,476.89	
Retainage: 5 % of Completed Work:	\$	65,973.84	
Total Earned less Retainage:	\$	1,253,503.05	
Less previous applications for payment:	\$	1,250,866.80	
SUBTOTAL	\$	2,636.25	

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,636.25

Balance to finish, including retainage: \$ 65,973.84

Contract Time Remaining (If applicable) (13.00) Working Days

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

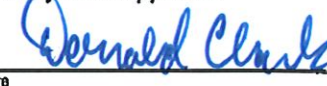
Construction Contractor Approval: On Track Construction, LLC

Signature:  Firm Name: On Track Construction, LLC Date: 9-26-22

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature:  Firm Name: MSA Professional Services, Inc. Date: 9/26/2022

City of Ankeny Staff Approval:

Signature:  Date: 10/10/22

Submit to: Don Clark, Municipal Utilities Director
E-mail: DClark@Ankenylowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3535

Date Printed: 9/26/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 624,826.42
2	May 16, 2022	\$ 572,730.56
3	June 20, 2022	\$ 43,531.37
4	July 18, 2022	\$ 6,854.25
5	September 6, 2022	\$ 2,924.20
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 1,250,866.80

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 49,575.79
2	September 6, 2022	\$ (24,713.90)
3	October 17, 2022	\$ (3,885.00)
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TOTAL \$ 20,976.89

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 21, 2022
Original Contract Time:	110.00
Added by Change Order:	
Contract Time to Date:	110.00
Time Used to Date:	123.00
Contract Time Remaining:	(13.00)

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

CONTRACT PRICE DETAIL											
ITEM NO.	DESCRIPTION <i>(Include Change Order # if Applicable)</i>	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	Topsoil , On-site	CY	6,460.00		6,460.00	\$ 2.00	\$ 12,920.00	6,460.00	\$ 12,920.00	-	100.00%
2	Removal of Known Pipe and Conduit, CMP	LF	168.00	(18.00)	149.00	\$ 25.00	\$ 3,725.00	149.00	\$ 3,725.00	-	100.00%
3	Trench Compaction Testing	LS	1.00		1.00	\$ 8,075.00	\$ 8,075.00	1.00	\$ 8,075.00	-	100.00%
4	Pipe Culvert, Trenched, CMP, 15"	LF	124.00	(1.00)	123.00	\$ 65.00	\$ 7,995.00	123.00	\$ 7,995.00	-	100.00%
5	Pipe Culvert, Trenched, CMP, 24"	LF	9.00		9.00	\$ 220.00	\$ 1,980.00	9.00	\$ 1,980.00	-	100.00%
6	Pipe Culvert, Trenched, CMP, 30"	LF	35.00	(18.00)	17.00	\$ 155.00	\$ 2,635.00	17.00	\$ 2,635.00	-	100.00%
7	Pipe Apron, CMP, 15"	EA	6.00		6.00	\$ 950.00	\$ 5,700.00	6.00	\$ 5,700.00	-	100.00%
8	Pipe Apron, CMP, 24"	EA	2.00		2.00	\$ 1,050.00	\$ 2,100.00	2.00	\$ 2,100.00	-	100.00%
9	Pipe Apron, CMP, 30"	EA	3.00		3.00	\$ 1,600.00	\$ 4,800.00	3.00	\$ 4,800.00	-	100.00%
10	Water Main, Trenched, C900, 16"	LF	8,832.00		8,832.00	\$ 100.00	\$ 883,200.00	8,832.00	\$ 883,200.00	-	100.00%
11	Water Main, Trenched, C900, 12"	LF	54.00	1.00	55.00	\$ 145.00	\$ 7,975.00	55.00	\$ 7,975.00	-	100.00%
12	Water Main, Trenched, Restrained Joint, 16"	LF	120.00		120.00	\$ 135.00	\$ 16,200.00	120.00	\$ 16,200.00	-	100.00%
13	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105.00		105.00	\$ 725.00	\$ 76,125.00	105.00	\$ 76,125.00	-	100.00%
14	Bend, DIP, 16", 45DEG	EA	8.00		8.00	\$ 3,750.00	\$ 30,000.00	8.00	\$ 30,000.00	-	100.00%
15	Reducer, DIP, 16"x12"	EA	1.00		1.00	\$ 2,085.00	\$ 2,085.00	1.00	\$ 2,085.00	-	100.00%
16	Reducer, DIP, 12"x6"	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	-	100.00%
17	Tee, 16"x12"	EA	1.00		1.00	\$ 4,595.00	\$ 4,595.00	1.00	\$ 4,595.00	-	100.00%
18	Water Service Stub, Near-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	\$ 2,685.00	\$ 2,685.00	1.00	\$ 2,685.00	-	100.00%
19	Water Service Stub, Far-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	\$ 4,650.00	\$ 4,650.00	1.00	\$ 4,650.00	-	100.00%
20	Connect to Existing Main	EA	1.00		1.00	\$11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	-	100.00%
21	Tracer Wire Access Pedestal	EA	7.00		7.00	\$ 1,000.00	\$ 7,000.00	7.00	\$ 7,000.00	-	100.00%
22	Valve, DIP, 16"	EA	3.00		3.00	\$ 9,950.00	\$ 29,850.00	3.00	\$ 29,850.00	-	100.00%
23	Valve, DIP, 12"	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00	-	100.00%
24	Fire Hydrant Assembly	EA	7.00		7.00	\$ 7,350.00	\$ 51,450.00	7.00	\$ 51,450.00	-	100.00%
25	Fire Hydrant Assembly Removal and Relocation	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
26	Removal of Granular Surfacing	SY	223.00		223.00	\$ 25.00	\$ 5,575.00	223.00	\$ 5,575.00	-	100.00%
27	Driveway, Granular	SY	98.00		98.00	\$ 30.00	\$ 2,940.00	98.00	\$ 2,940.00	-	100.00%
28	Granular Surfacing, Class A Crushed Stone	SY	125.00		125.00	\$ 35.00	\$ 4,375.00	125.00	\$ 4,375.00	-	100.00%
29	Traffic Control	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
30	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5.00	(1.40)	3.60	\$ 2,775.00	\$ 9,990.00	3.60	\$ 9,990.00	-	100.00%
31	Temporary Seeding and BFM Mulching	AC	5.00	(4.50)	0.50	\$ 2,775.00	\$ 1,387.50	0.50	\$ 1,387.50	-	100.00%
32	Silt Fence	LF	6,000.00	(5,023.00)	977.00	\$ 1.70	\$ 1,660.90	977.00	\$ 1,660.90	-	100.00%
33	Silt Fence, Removal of Device	LF	6,000.00	(5,023.00)	977.00	\$ 0.10	\$ 97.70	977.00	\$ 97.70	-	100.00%
34	Mobilization	LS	1.00		1.00	\$52,580.00	\$ 52,580.00	1.00	\$ 52,580.00	-	100.00%
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	CHANGE ORDER #1										
CO_1.1	12" Tile on NW Weigel Drive	LS		1.00	1.00	125.00	\$ 137.50	1.00	\$ 137.50		100.00%
CO_1.2	18" Tile on NW 36th Street	LS		1.00	1.00	225.00	\$ 247.50	1.00	\$ 247.50		100.00%
CO_1.3	24" Tile on NW 36th Street	LS		1.00	1.00	250.00	\$ 275.00	1.00	\$ 275.00		100.00%
CO_1.4	30" Tile on NW 36th Street	LS		1.00	1.00	384.80	\$ 423.28	1.00	\$ 423.28		100.00%
CO_1.5	38 Ton Pipe Bedding	LS		1.00	1.00	1,214.10	\$ 1,335.51	1.00	\$ 1,335.51		100.00%
CO_1.6	18 CY Concrete for Collars	LS		1.00	1.00	2,975.00	\$ 3,272.50	1.00	\$ 3,272.50		100.00%
CO_1.7	18" Tile Encountered & Diverted	LS		1.00	1.00	5,370.00	\$ 5,907.00	1.00	\$ 5,907.00		100.00%
CO_1.8	18" Tile Repair	LS		1.00	1.00	3,580.00	\$ 3,938.00	1.00	\$ 3,938.00		100.00%
CO_1.9	24" and 30" Tile Repair	LS		1.00	1.00	10,292.50	\$ 11,321.75	1.00	\$ 11,321.75		100.00%
CO_1.10	30" Collar Replacement	LS		1.00	1.00	8,950.00	\$ 9,845.00	1.00	\$ 9,845.00		100.00%
CO_1.11	12" Tile Repair	LS		1.00	1.00	6,285.00	\$ 6,891.50	1.00	\$ 6,891.50		100.00%
CO_1.12	Dri-Prime Pump for Dewatering Tiles	LS		1.00	1.00	3,750.00	\$ 4,125.00	1.00	\$ 4,125.00		100.00%
CO_1.13	Equipment & Material Mobilization	LS		1.00	1.00	1,687.50	\$ 1,858.25	1.00	\$ 1,858.25		100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,319,476.89

\$ 1,319,476.89

0.00%



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

September 27, 2022

Don Clark, Municipal Utilities Director
City of Ankeny
220 W. 1st Street
Ankeny, Iowa 50023

Re: NW 36th Street and NW Weigel Drive Water Main (Construction)
Projects # 09085053

Dear Mr. Clark:

Please find attached the Pay Application #6 for work completed between September 1, 2022 and September 30, 2022. Also included is Change Order #3 that balances the seeding quantities for the actual amounts used onsite. The Contractor has completed all of the punchlist items onsite, including the overseeding of the site. The project is now complete and will be ready for closeout no sooner than 60 days after all of the seeding activities were completed, which was September 14th.

Please contact me if you have any questions regarding the information in this submittal, or if you have any other questions or concerns.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.
Project Manager

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE NW 36TH STREET AND NW WEIGEL DRIVE WATER MAIN

WHEREAS, on the 21st day of October, 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 NW 36th Street and NW Weigel Drive Water Main; 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 October 17, 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 \$1,319,476.89, as shown in the report of the Engineer.

PASSED AND APPROVED this 17th day of October, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to adopt **RESOLUTION** approving construction contract and bond with Synergy Contracting, LLC of Des Moines, Iowa, in the amount of \$5,778,405.00 for the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:
This action is to complete the process of accepting the contract and bond from Synergy Contracting, LLC in the amount of \$5,778,405.00. The public hearing for this project was October 3, 2022 and at that time we did not have the signed contracts and bonds to have them approved by City Council and ultimately signed by the Mayor.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
It is recommended that Council take the following action:

Approve Resolution, approving contract and bonds with Synergy Contracting, LLC in the amount of \$5,778,405.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - approving contract
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS", 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 HTT WATER TRANSMISSION MAIN &
DRAINAGE IMPROVEMENTS

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 HTT Water Transmission Main & Drainage Improvements, 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: Synergy Contracting, LLC of Des Moines, Iowa

Amount of bid: \$5,778,405.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 17th day of October, 2022.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny City Hall** this 3rd day of October, 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Synergy Contracting, LLC, 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:

HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS

The project includes two divisions of work.

Division I improvements include the installation of a 24-inch diameter water transmission main from the Ash Water Tower along the HTT Trail and NW 18th Street to the intersection of NW Irvinedale Drive and NW 18th Street. This work includes approximately 9,900 LF of 24-inch diameter transmission main constructed by trenched and trenchless methods, including related work such as water main connections, valves, hydrants, erosion control, surface restoration, and miscellaneous associated work.

Division II work includes drainage channel improvements along NW 18th Street and the HTT Trail from NW Greenwood Street to NW 4th Street. This work includes approximately 2,600 feet of channel grading improvements, selected clearing and grubbing, debris and obstruction removal, channel and outlet stabilization, minor storm sewer and intakes, and associated work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of five million, seven hundred seventy-eight thousand, four hundred five DOLLARS (\$ 5,778,405.00), 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 fully complete Division I of the project as described in the Notice to Bidders and Notice of Public Hearing within **one hundred seventy (170) working days**, and to pay liquidated damages for noncompliance with said completion provisions at the rate of **One Thousand Dollars (\$1,000.00)** for each calendar day thereafter that the work remains incomplete; and to fully complete Division II of the project as described in the Notice to Bidders and Notice of Public Hearing within **ninety (90) working days**, and to pay liquidated damages at the rate of **Three Hundred Dollars (\$300.00)** for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION:

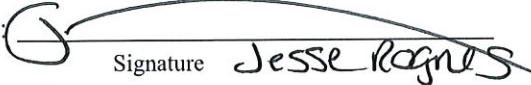
By: _____

(Seal)

ATTEST:

CONTRACTOR:

Synergy Contracting, LLC
Contractor

By: 
Signature
President
Title

7481 US 69
Street Address

Des Moines, Iowa 50320
City, State, Zip Code

(515) 689-1615
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 1 0 - 8 5 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.

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Polk County)

On this 3 day of October, 2020, before me a Notary Public in and for said county, personally appeared Jesse Rogers, to me personally known, who being by me duly sworn did say that person is President of said Synergy Contracting, LLC that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) Synergy Contracting, LLC and that said instrument was signed and sealed on behalf of the said Synergy Contracting, LLC, by authority of its managers and the said Synergy Contracting, LLC acknowledged the execution of said instrument to be the voluntary act and deed of said Synergy Contracting, LLC, by it voluntarily executed.



Paige A Naber
Notary Public in and for the State of Iowa
My commission expires June 21, 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.

DIVISION I – WATER TRANSMISSION MAIN					
ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
1	Clearing and Grubbing, Select Trees	UNIT	50	\$ 30.00	\$ 1,500.00
2	Clearing and Grubbing, General	LS	1	\$ 108,000.00	\$ 108,000.00
3	Trench Foundation	TON	820	\$ 56.00	\$ 45,920.00
4	Special Pipe Support	EA	2	\$ 3,500.00	\$ 7,000.00
5	Trench Compaction Testing	LS	1	\$ 2,800.00	\$ 2,800.00
6	Drain Tile Repair	EA	2	\$ 1,750.00	\$ 3,500.00
7	Water Main, Trenched, PVC, 24"	LF	4,815	\$ 406.00	\$ 1,954,890.00
8	Water Main, Trenchless, PVC, 24"	LF	5,005	\$ 406.00	\$ 2,032,030.00
9	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	100	\$ 1,001.00	\$ 100,100.00
10	Fitting, Bend, 24"	EA	18	\$ 6,720.00	\$ 120,960.00
11	Fitting, Solid Sleeve Coupling, 24"	EA	10	\$ 5,460.00	\$ 54,600.00
12	Connect to Existing, 24"	EA	2	\$ 9,100.00	\$ 18,200.00
13	Valve, Gate, 24"	EA	1	\$ 46,550.00	\$ 46,550.00
14	Fire Hydrant Assembly	EA	7	\$ 16,170.00	\$ 113,190.00
15	Removal of Sidewalk	SY	200	\$ 14.00	\$ 2,800.00
16	Removal of Recreational Trail	SY	860	\$ 14.00	\$ 12,040.00
17	Recreational Trail, PCC, 6"	SY	860	\$ 72.00	\$ 61,920.00
18	Sidewalk, PCC, 4"	SY	240	\$ 60.00	\$ 14,400.00
19	Subbase Over-Excavation	TON	55	\$ 56.00	\$ 3,080.00
20	Granular Surfacing, Class A	TON	50	\$ 42.00	\$ 2,100.00
21	Handhole, Type III	EA	3	\$ 3,220.00	\$ 9,660.00
22	Conduit, 2"	LF	2,340	\$ 35.00	\$ 81,900.00

23	Temporary Traffic Control	LS	1	\$ 17,500.00	\$ 17,500.00
24	Conventional Seeding, Type 1	AC	2.3	\$ 3,600.00	\$ 8,280.00
25	Hydraulic Seeding, Type 5 (Erosion Control)	AC	2.3	\$ 3,600.00	\$ 8,280.00
26	Wattles, 9"	LF	6,400	\$ 2.00	\$ 12,800.00
27	Wattles, Removal	LF	6,400	\$ 1.00	\$ 6,400.00
28	Erosion Control Mulching, Hydromulching	AC	4.6	\$ 3,600.00	\$ 16,560.00
29	Inlet Protection Device	EA	7	\$ 180.00	\$ 1,260.00
30	Tree Protection Fence	LF	750	\$ 6.00	\$ 4,500.00
31	Mobilization	LS	1	\$ 81,000.00	\$ 81,000.00
32	Concrete Washout	LS	1	\$ 7,000.00	\$ 7,000.00

TOTAL DIVISION I:

\$ 4,960,720.00

DIVISION II – DRAINAGE IMPROVEMENTS					
ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
33	Clearing and Grubbing, Select Trees	UNIT	1,500	\$ 18.00	\$ 27,000.00
34	Clearing and Grubbing, General	LS	1	\$ 72,000.00	\$ 72,000.00
35	Excavation, Class 10	CY	4,672	\$ 35.00	\$ 163,520.00
36	Trench Foundation	TON	10	\$ 56.00	\$ 560.00
37	Trench Compaction Testing	LS	1	\$ 1,400.00	\$ 1,400.00
38	Storm Sewer, Trenched, RCP, 15"	LF	30	\$ 168.00	\$ 5,040.00
39	Pipe Apron Guard, 24"	EA	6	\$ 2,870.00	\$ 17,220.00
40	Manhole, SW-401, 48"	EA	1	\$ 6,160.00	\$ 6,160.00
41	Intake, SW-503	EA	1	\$ 6,650.00	\$ 6,650.00
42	Intake, SW-506	EA	1	\$ 9,170.00	\$ 9,170.00
43	Intake, SW-509	EA	1	\$ 7,385.00	\$ 7,385.00
44	Remove Intake	EA	1	\$ 1,400.00	\$ 1,400.00
45	Full Depth Patch, PCC	SY	210	\$ 161.00	\$ 33,810.00
46	Subbase Over-Excavation	TON	35	\$ 56.00	\$ 1,960.00
47	Granular Surfacing, Class A	TON	50	\$ 42.00	\$ 2,100.00

48	Temporary Traffic Control	LS	1	\$ 10,500.00	\$ 10,500.00
49	Conventional Seeding, Type 1	AC	0.1	\$ 3,600.00	\$ 360.00
50	Conventional Seeding, Type 3	AC	3.3	\$ 3,600.00	\$ 11,880.00
51	Hydraulic Seeding, Type 3, BFM	AC	1.3	\$ 5,400.00	\$ 7,020.00
52	Hydraulic Seeding, Type 5 (Erosion Control)	AC	4.7	\$ 3,600.00	\$ 16,920.00
53	Temporary RECP, Type 2	SY	500	\$ 3.00	\$ 1,500.00
54	Wattles, 9"	LF	1,500	\$ 2.00	\$ 3,000.00
55	Wattles, Removal	LF	1,500	\$ 1.00	\$ 1,500.00
56	Check Dam, Rock	TON	50	\$ 70.00	\$ 3,500.00
57	Rip Rap, Class E	TON	3,660	\$ 78.00	\$ 285,480.00
58	Silt Fence	LF	500	\$ 3.00	\$ 1,500.00
59	Silt Fence, Removal	LF	500	\$ 1.00	\$ 500.00
60	Erosion Control Mulching, Hydromulching	AC	9	\$ 3,600.00	\$ 32,400.00
61	Remove Pedestrian Bridge	EA	10	\$ 5,250.00	\$ 52,500.00
62	Tree Protection Fence	LF	750	\$ 7.00	\$ 5,250.00
63	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00
64	Concrete Washout	LS	1	\$ 3,500.00	\$ 3,500.00

TOTAL DIVISION II:

\$ 817,685.00

GRAND TOTAL DIVISIONS I & II:

\$ 5,778,405.00

NPDES GENERAL PERMIT CONTRACTUAL REQUIREMENTS

HTT Water Transmission Main & Drainage Improvements

This project is subject to section 402(b) of the Clean Water Act and IAC 455 B.174 Subrule 567-64.4 (projects disturbing one or more total acres) and requires inclusion in the National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 or individual NPDES Permit for storm water discharge associated with industrial activity for construction activities. The Contractor shall perform all pollution prevention measures as identified in the plans and specifications. A copy of the pollution prevention plan, provided by the Engineer, shall be kept at the City of Ankeny Public Works Department from the time construction begins until the site has reached final stabilization. The prime contractor must sign the NPDES Certification Statement and submit it with the contract documents. By doing so, the prime contractor becomes co-permittee with the owner and other co-permittee contractors. The prime contractor must identify which contracting entity will be responsible for each portion of the pollution prevention plan and maintain the site in compliance with the pollution prevention plan and NPDES Permit.

All subcontractors, including short-term contractors and subcontractors, prior to approval, must sign the NPDES Certification Statement before conducting any work at the site. The certification must be signed in accordance with the signatory requirements found in the general permit; i.e., principal executive officer, vice president, general partner, proprietor, elected official, and will be incorporated into the pollution prevention plan.

Upon signing the certification, the contractor or subcontractor becomes a co-permittee with the owner and other co-permittee contractors. In signing the plan, the authorized representative certifies that the information is true and assumes liability for the plan. Note that Section 309 of the Clean Water Act provides for significant penalties where information is false or the permittee violates, either knowingly or negligently, permit requirements.

NPDES CERTIFICATION STATEMENT

Project Name: HTT Water Transmission Main & Drainage Improvements

Project Address: _____

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for 'Storm Water Discharge Associated with Industrial Activity for Construction Activities' at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit."

Identity of Contractor or Subcontractor

Name of Organization: Synergy Contracting, LLC

Name and Title of Responsible Individual: Jesse Rognes, President

Contractor's Address: 7481 US Hwy 69 Des Moines, IA 50320

Telephone Number: 515 689 1615

Fax Number: N/A

Email: paugenaber@SynergyContracting.net

Dated this 3 day of October, 2022

Name of Contractor:

Synergy Contracting, LLC

By: Jesse Rognes

Title: President

STATEMENT OF BIDDER'S QUALIFICATIONS FORM

Following the bid opening for the listed Project, the Contractor who is the lowest responsive bidder shall submit a fully completed written statement on this form sworn to before an officer authorized by law to administer oaths. The Contractor shall be bound by the information set forth in the statement. This form shall be submitted to the City of Ankeny within twenty-four (24) hours of the bid opening.

Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form may result in the Proposal being rejected.

Instructions

1. All Questions must be answered completely and correctly.
2. Do not leave blanks.
3. If a question or section is not applicable, write "Not Applicable" or "N/A".
4. "Information Provided Upon Request" or similar responses are not acceptable.
5. If you need additional space to complete an answer, use a separate piece of paper and attach it to this form.

Project Information

Project Name: HTT Water Transmission Main & Drainage Improvements

Owner's Name: City of Ankeny, Iowa

Owner's Address: Ankeny City Hall, 410 West First Street, Ankeny, Iowa, 50023

Contractor Information

1. Identification

- A. Name of Organization: Synergy Contracting, LLC
- B. Name and Title of Responsible Individual: Paige Waber, Project Manager
- C. Contractor's Address: 7481 US Hwy 69 Des Moines, IA 50320
- D. Telephone Number: 515-689-1115
- E. Fax Number: N/A
- F. Email: paigenaber@synergycontracting, LLC

2. Responsibility

- A. Has the Contractor's Registration ever been suspended or revoked in any jurisdiction?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding the suspension or revocation.

- B. Has the Contractor ever been unable to obtain a bond or been denied a bond?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding the refusal or denial.

- C. Has the Contractor had any judgments entered against it or been a party to arbitration proceedings or litigation within the past five (5) years, or are there any currently pending arbitration proceedings or litigation involving the Contractor or any of its officers?

_____ Yes ☒ No

If yes, provide listings, status, and outcomes regarding the judgments, arbitration proceedings, or litigation. The Owner reserves the right to request additional information, if deemed necessary.

- D. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, ever been prohibited, debarred, disqualified, or removed by any federal, state, or local governmental entity from bidding on any project?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding the prohibition, debarment, disqualification, or removal.

- E. Within the past five (5) years, has the Contractor, or the Contractor's proposed subcontractor(s) for the Project, received notification of breach or default on any contract; had any contract terminated; had any owner request to take over work; failed to substantially complete any project in a timely manner; or failed to fully complete any project in a timely manner?

_____ Yes ☒ No

If yes, provide all relevant information and documentation regarding said breach, default, termination, owner request to take over work, or failure to complete.

- F. The Contractor agrees to submit to the Owner a list of all proposed subcontractors at the time of the preconstruction conference for the Project. In the event that any of the Contractor's designated subcontractors for the Project are found by the Owner to have "Yes" answers to either of questions 2.D. and 2.E. above, such subcontractor(s) may be prohibited from the Project. If said subcontractor(s) are prohibited from the Project, the Contractor shall propose qualified replacement subcontractor(s) prior to starting the Project. The replacement subcontractor(s) shall be subject to the Owner's approval. Such approval will not be unreasonably withheld.

☒ Yes ☐ No

3. Certification

I hereby certify that:

- (1) all the information submitted in this Statement of Bidder's Qualifications Form, including all attachments, is true to the best of my knowledge and belief;
- (2) I am authorized to sign this Statement of Bidder's Qualifications Form on behalf of the Contractor whose name appears in Item 1 above; and
- (3) if any of the information I have provided herein becomes inaccurate, prior to execution of any Contract for the Project, I will immediately provide the Owner with updated accurate information in writing.

Dated this 3 day of October, 2022

Name of Contractor:

Synergy Contracting, LLC

By: Jesse Rognes

Title: President

State of Iowa)
Polk) SS
County)



On this 3 day of October, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jesse Rognes 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.

Paige A Naber
Notary Public in and for the State of Iowa
My commission expires June 21, 2025

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Synergy Contracting, LLC., as Principal (hereinafter the "Contractor" or "Principal") and Selective Insurance 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 million, seven hundred seventy-eight thousand, four hundred five DOLLARS (\$5,778,405.00), 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 3rd day of October, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS

work as further outlined in Contract Attachment: Bid Items, Quantities, and Prices, Ankeny, Iowa

The project includes two divisions of work.

Division I improvements include the installation of a 24-inch diameter water transmission main from the Ash Water Tower along the HTT Trail and NW 18th Street to the intersection of NW Irvinedale Drive and NW 18th Street. This work includes approximately 9,900 LF of 24-inch diameter transmission main constructed by trenched and trenchless methods, including related work such as water main connections, valves, hydrants, erosion control, surface restoration, and miscellaneous associated work.

Division II work includes drainage channel improvements along NW 18th Street and the HTT Trail from NW Greenwood Street to NW 4th Street. This work includes approximately 2,600 feet of channel grading improvements, selected clearing and grubbing, debris and obstruction removal, channel and outlet stabilization, minor storm sewer and intakes, and associated work.

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.

***Dept. Of Public Works, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023**

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 3rd day of October, 2022.

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

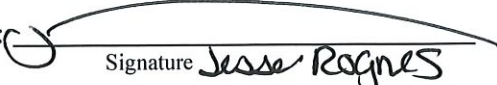
City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Synergy Contracting, L.L.C.
7481 US 69, Des Moines, IA 50320
P.O. Box 388, Bondurant, IA 50035

Contractor

By: 

Signature Jesse Rognes

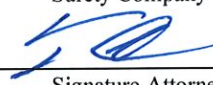
President

Title

SURETY:

Selective Insurance Company of America

Surety Company

By: 

Signature Attorney-in-Fact Officer

Troy Staples

Printed Name of Attorney-in-Fact Officer

Selective Insurance Company of America

Company Name

40 Wantage Avenue

Company Address

Branchville, NJ 07890

City, State, Zip Code

(973)948-3000

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.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Iowa)
County of Polk)

On this 4 day of October, in the year 2022, before me personally come(s) Jesse Rogers, to me known, who, being duly sworn, deposes and says that he/she is the President of the Synergy Contracting, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

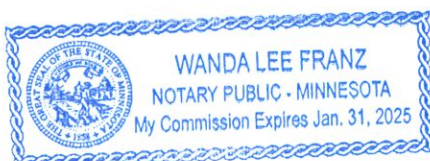
Paige A Naber
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 3rd day of October, in the year 2022, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Selective Insurance Company of America with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Selective Insurance Company of America company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Wanda Lee Franz
Notary Public

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Troy Staples**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$30,000,000.00**

Signed this 3rd day of October, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines

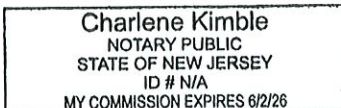


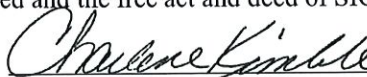
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 3rd day of October, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 3rd day of October, 2022.


Michael H. Lanza, SICA Corporate Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2022

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 The Insurance Station, Inc. 116 2nd St SE PO Box 219 Altoona IA 50009		CONTACT NAME: Kevin Corn PHONE (A/C, No, Ext): (515) 967-0489 E-MAIL ADDRESS: kevin.corn@insurancestationinc.com FAX (A/C, No): (515) 967-2165	
INSURED Synergy Contracting LLC 7481 US Highway 69 Des Moines IA 50320		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Supreme Ins Co INSURER B: Secura Insurance INSURER C: RPS INSURER D: INSURER E: INSURER F:	
		NAIC # 10239 22543 0020	

COVERAGES**CERTIFICATE NUMBER:** 2022-2023 Master**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:			CP3343954	04/28/2022	04/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Additional Insured \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A3343955	04/28/2022	04/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU3343958	04/28/2022	04/28/2023	COMBINED SINGLE LIMIT (Ea occurrence) \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE ☒ OTH-ER ☐
	☒ 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/A	WC3343956	04/28/2022	04/28/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors E&O/Pollution Rented/Leased Equipment			PKC-112888/CP3343954	04/28/2022	04/28/2023	Aggregate 1,000,000 500,000

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

Reference Project: HTT Water Transmission Main & Drainage Improvements

Snyder & Associates, Inc. are listed as Additional Insured with respect to the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 410 W First St Ankeny IA 50023	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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Medical Director Contract effective January 1, 2023 through December 31, 2024.

EXECUTIVE SUMMARY:

On December 31st, 2022, Dr. Alan Heberer, our medical director, will retire after 37 years of service. Dr. Cory Vaudt (an Ankeny resident) has been interviewed by our panel and has been chosen as the new replacement to provide medical direction and operational oversight to the City of Ankeny Fire Department, Emergency Services Division, as required by Iowa Code Chapter 147A. The contract would begin January 1, 2023 and go through December 31, 2024.

FISCAL IMPACT: **Yes**

Annual Contract amount is \$15,000 payable in 4 equal quarterly payments.

CITY MANAGER'S RECOMMENDATIONS:

Approve Medical Director Contract

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Contract



Ankeny Fire Department
120 NW Ash Drive
Ankeny, IA 50023
515-965-6469

09/29/2022

Contract Description: To provide medical direction and operational oversight to the City of Ankeny Fire Department, Emergency Medical Services Division, as required by Iowa Code Chapter 147A.

Contractor: Dr. Cory C. Vaudt
3508 NW Rockridge Road
Ankeny, IA 50023

Contract Annual Cost: \$15,000

Contract Period Effective: January 1, 2023 to December 31, 2024

The Medical Director's primary responsibilities include, but are not limited to:

- Develop, approve, and update patient care protocols.
- Be a liaison with physicians, physician designees, clinics, and area hospitals.
- Monitor and evaluate the EMS service delivery system and recommend corrective action to address individual work performance.
- Assess the continuing education needs of department and provide appropriate continuing education opportunities as needed.
- Be available for individual evaluation and professional consultation to EMS personnel.
- Perform or appoint a designee to complete audits of patient medical documentation as required.
- Ensure a skills maintenance program is being used and assess the competency of the providers at least annually.
- Assist fire department leadership in resolving operational issues.
- Review and approve, when applicable, personnel annual medical physicals and return to duty incidents.
- Recommend, review, and approve new and existing equipment, PPE, and supplies.
- Attend and/or lead EMS training sessions at least quarterly with EMS personnel.
- Consult with fire department leadership regarding current and future pandemic preparedness and response protocols.
- Commit a minimum of four hours per month to observe service operations and meet with fire department leadership.

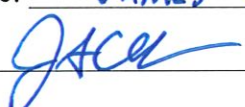
The annual fee for above services shall be \$15,000.00 paid in four equal payments of \$3,750.00 quarterly. This amount shall be re-negotiated on a bi-annual basis upon contract renewal. This contract shall cover the period from January 1, 2023 through December 31, 2024. The City reserves the right to extend this contract for subsequent 24-month periods if both of the parties agree to such an extension(s). Either party can cancel this agreement at any time with 90-days' notice to the other party. The Medical Director shall ensure that the duties and responsibilities are not relinquished before another physician agrees to assume the duties of the Medical Director.

Contractor Printed Name: CORY WADP

Contractor Signature: 

Date Signed: 12/6/22

Fire Chief Printed Name: JAMES CLACK

Fire Chief Signature: 

Date Signed: 12/6/22

City Manager Printed Name: _____

City Manager Signature: _____

Date Signed: _____



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving the City of Urbandale as a member of the Metropolitan Sister Cities Commission.

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
 Sister Cities 28E Agreement

RESOLUTION

RESOLUTION APPROVING THE CITY OF URBANDALE AS A MEMBER OF THE METROPOLITAN SISTER CITIES COMMISSION

WHEREAS, the City of Ankeny entered into an Intergovernmental Agreement with the City of Des Moines for participation in the Metropolitan Des Moines Sister Cities Commission a/k/a the Greater Des Moines Sister Cities Commission; and

WHEREAS, the City of Urbandale wishes to participate in the Metropolitan Des Moines Sister Cities Commission; and

WHEREAS, the Intergovernmental Agreement requires that a majority of the member communities to the Metropolitan Des Moines Sister Cities Commission approve additional membership to the Commission.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the addition of the City of Urbandale to the Metropolitan Des Moines Sister Cities Commission is hereby approved.

PASSED AND APPROVED this 17th day of October, 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

INTERGOVERNMENTAL AGREEMENT CREATING METROPOLITAN DES MOINES SISTER CITIES COMMISSION

THIS AGREEMENT is made and entered into by, between, and among the Cities of Des Moines, Iowa, and Urbandale, Iowa. All parties to this and to prior agreements in the following form are hereinafter called "municipalities").

WHEREAS, the cities of Des Moines, Windsor Heights, Norwalk, Johnston, Cumming and Ankeny have entered into intergovernmental agreements in the following form for the purpose of establishing the Metropolitan Des Moines Sister Cities Commission, also known as the Greater Des Moines Sister Cities Commission; and,

WHEREAS, the City of Urbandale, Iowa, desires to join into the Des Moines Metropolitan Sister Cities Commission.

WITNESSETH:

I. AUTHORITY

The municipalities enter into this Agreement under and by virtue of the powers granted by Chapter 28E, Code of Iowa, 2013.

II. PURPOSES

The other municipalities wish to join and expand the Des Moines Sister Cities Commission to allow for participation in its programs by citizens, schools, businesses, and civic organizations throughout the Des Moines Metropolitan area. To that end, the purposes of the Metropolitan Des Moines Sister Cities Commission shall be:

1. To allow residents and citizens of the Des Moines Metropolitan area and the people of similar cities in foreign nations to acquire a mutual understanding of one another as individuals, as members of their communities, as citizens of their countries and as members of the family of nations.
2. To promote educational and cultural exchanges between institutions and citizens in the Des Moines Metropolitan area, and institutions and citizens of Des Moines' sister cities.
3. To coordinate and facilitate communication between businesses in the Des Moines Metropolitan area wishing to make contact with businesses in the sister cities, and to coordinate business and trade inquiries from Des Moines Sister Cities directed to potential trading and business partners in the municipalities.
4. To assist individuals and educational institutions in the Des Moines Metropolitan area in acquiring and exchanging professional and technical skills with individuals and institutions in sister cities.
5. To develop an awareness of the international Sister Cities Program, its goals, missions, and accomplishments, and to create a bridge of understanding between different cultures of the world.

III. POWERS AND DUTIES

The powers and duties of the Commission are as follows:

1. To further economic cooperation and cultural exchange on the basis of mutual friendship and amity between the municipalities in Metropolitan Des Moines and other cities of the free world.
2. To develop, compile, coordinate and exchange information with officials and citizens of such cities as Saint Etienne, France; Kofu, Japan; Shijiazhuang, China; Stavropol, Russia; Catanzaro, Italy; and other cities and foreign visitors.
3. To plan, develop and carry out mutual economic and cultural activities with officials and citizens of Sister Cities and other cities and foreign visitors.
4. To encourage and cultivate mutual understanding of the respective economic problems and cultural development.
5. To recommend to the various city councils such cities as in the opinion of the Commission, are appropriate, in view of the goals of the Commission, for designation as sister cities.

IV. ORGANIZATION

1. The governing body of the organization shall be known as the Metropolitan Sister Cities Commission. The Commission shall be composed of fifteen (15) members presently comprising the City of Des Moines Sister Cities Commission, and one representative from each other municipality which becomes a signatory to this Agreement. Each municipality signatory to this Agreement shall determine its own criteria for appointment of members to the Commission, except that the term of membership shall not exceed five (5) years. No member shall be seated prior to receipt by the Commission of a copy of the formal action of the governing body of the municipality appointing such member to the Commission.
2. For purposes of taking action on any matter before the Commission, a quorum shall consist of a majority of the entire Commission membership, each member having one vote on all matters coming before the Commission.
3. The Chairperson, Vice-Chairperson, and all other elected positions within the Commission shall be determined by majority of the Commission membership. Those elected shall serve for terms set forth in such rules and regulations as the Commission may adopt.
4. The Commission shall hold not less than one meeting during each quarter of the year, at such time and place as it shall determine. Special meetings may be held at the call of the Chairperson, Vice-Chairperson, or a majority of the membership of the Commission. The Commission shall, in its rules and regulations, adopt attendance standards, and all members shall abide by such attendance rules.
5. The Commission may establish committees, in number and size as it shall determine, to perform functions or tasks necessary to achieve the purposes of the Commission. The Commission may seek volunteers to serve on its committees, from the municipalities as well as from educational, civic, and cultural institutions located in the municipalities. Committee members who are not members of the Sister Cities Commission shall serve in an advisory capacity only, and shall have no vote on matters coming before the Commission. Each

member who serves on a committee shall be formally appointed to such committee for a standard term to be defined by the Commission.

6. The Commission shall keep and maintain a true and complete record of its activities, including minutes of all meetings and actions, reflective of discussions and decisions on each issue or action, and showing the vote of each member on each question, or, if absent and failing to vote, indicating that fact. All Commission meetings shall be governed by the Iowa Open Meetings Law (Chapter 21 of the Code of Iowa).

V. POWERS

The Commission shall have and may exercise the following powers:

1. To make and enforce rules and regulations for the conduct of its business and affairs, and for the expenditure of funds available to the Commission.
2. To contract for the expenditure of funds for activities, supplies, travel, and events as necessary to promote the purposes of the Commission as set forth herein, up to but not exceeding the budget available to the Commission during any fiscal period.
3. To contract for personnel on a part time or full time basis, subject to a specific allocation of funding for such purpose, and subject to the total yearly budgetary allocations available to the Commission from the municipalities.
4. To accept grants, gifts, and contributions from public bodies and private persons, firms, or corporations to assist the Commission in the accomplishment of its goals.
5. The Commission shall not have the power to purchase or contract for the purchase of real estate, nor to bind the municipalities to any expenditure of funds beyond that which, is contained in the then current operating budget of the Commission.

VI. FINANCING

1. The Commission shall prepare a yearly operating budget based upon a fiscal year beginning July 1. The budget for the next succeeding fiscal year shall be adopted by the Commission no later than December 1st and shall thereafter be presented to each of the municipalities for their review and approval prior to December 15th of each year. The Commission shall request that each municipality provide in its operating budget for its share of the Commission budget based upon the formula set forth herein, or in an amendment to this agreement.
2. Each municipality's share of the Commission's general operating budget, exclusive of travel expenses, shall be based on a per capita levy, using the last available Federal census for each municipality, (i.e., Population of municipality divided by total population of all participating municipalities.) In addition to the general operating budget, each municipality may allocate funds to be used specifically for travel purposes for its representative or representatives to the Commission, or for elected and/or appointed representatives of the municipality who participate in Commission activities. No municipality may utilize or borrow against travel funds provided by another municipality without approval of that municipality. The Commission treasurer shall establish a separate travel account for each municipality. Any funds remaining in the travel account of a municipality at the end of any fiscal year shall be kept in trust for that municipality, available to be spent for such purpose in succeeding years.

3. An official designated by the City Council of the City of Des Moines shall act as treasurer for the Commission and, upon request from any municipality participatory to this agreement, the treasurer shall provide an accounting of all Commission receipts and expenditures during the fiscal year, including travel funds.
4. Each municipality's share of Commission budget shall be due and payable to the treasurer in quarterly installments, no later than July 15, September 15, January 15, and April 15 of each fiscal year.
5. Payment of its share of the yearly operating budget shall be a membership requirement of each municipality. Failure of a municipality to pay its share of the yearly operating budget in a timely manner shall be considered a delinquency for purposes of this Agreement. During any period of delinquency by a municipality in the payment of its share of the operating budget, such municipality and all groups or organizations located in such municipality, shall not be entitled to the services of the Commission or benefits of Commission membership.

VII. DURATION

1. It is the intention of this Agreement that the Metropolitan Des Moines Sister Cities Commission be a permanent organization.
2. Additional municipalities may be added to the membership of the Commission upon approval of a majority of all parties signatory hereto. In the event an additional municipality shall apply for membership to the Commission and said application is approved, then said municipality shall be added to the membership upon signing a copy of this Agreement.
3. The parties hereto shall cause this Agreement, and any amendments hereto, to be filed with the Secretary of State and the County Recorder.

VIII. WITHDRAWAL/DISSOLUTION

1. The withdrawal of any municipality may be accomplished by resolution of the governing body of such municipality, followed by notice from such withdrawing municipality in writing to each of the other municipalities, by certified mail, at least six months prior to the end of the last Commission budget period as to which the municipality shall propose to maintain membership. Any withdrawal shall be effective only at the end of a fiscal year.
2. Any municipality withdrawing from the Agreement shall, in addition to written notification to each of the other municipalities, cause a copy of the formal action taken by its City Council to be filed with the Secretary of State and with the County Recorder.
3. Upon withdrawal, a municipality shall be entitled to receive only the unexpended and unobligated balance remaining in its travel account.
4. The Commission may be terminated and dissolved at any time by the vote of a majority of its membership. Upon termination, the treasurer shall pay any outstanding obligations of the Commission and shall remit to each municipality the excess operating funds, if any, in the same proportion as such municipalities contributed to the Commission budget for the then current fiscal year. Any unused travel funds shall be remitted to the municipalities to which they belong.

IX. MISCELLANEOUS

1. All notices and other communications hereunder shall be in writing, and shall be hand delivered or sent by U.S. Mail, addressed as follows:

Attention: Mayor
City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309-1891

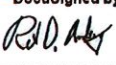
Attention: Mayor
City of Urbandale
3600 86th Street
Urbandale, Iowa 50322

2. This Agreement shall become effective upon filing with the Secretary of State of Iowa and the Recorder of Polk County, Iowa.

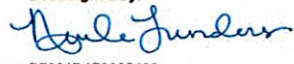
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the days and dates set forth below.

Signed: September 6, 2022, 2022

CITY OF URBANDALE, IOWA

By: 
18E5785825484FB...
Bob Andeweg, Mayor

Attest:


B7004D4F8025498...
Nicole Lunders, City Clerk

Authorized by Resolution 225-2022 passed by the Urbandale City
Council on September 6, 2022.

Signed: _____, 2022

CITY OF DES MOINES, IOWA

By: _____
T.M. Franklin Cownie, Mayor

Attest:

Laura Baumgartner, City Clerk

FORM APPROVED:

Thomas G. Fisher Jr.
Deputy City Attorney

Authorized by Resolution and Roll Call No. 22-_____ passed by the Des Moines
City Council on _____, 2022.

CITY OF ANKENY, IOWA

By _____
Mark Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Authorized by Motion or Resolution No. _____ passed by the Ankeny City
Council on _____, 2022.



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-60

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-60

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Ordinance - 1st 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. (PH 2022-62)

EXECUTIVE SUMMARY:
Accept first 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 first 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 first consideration of ORDINANCE 2122.

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 E193F- 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.

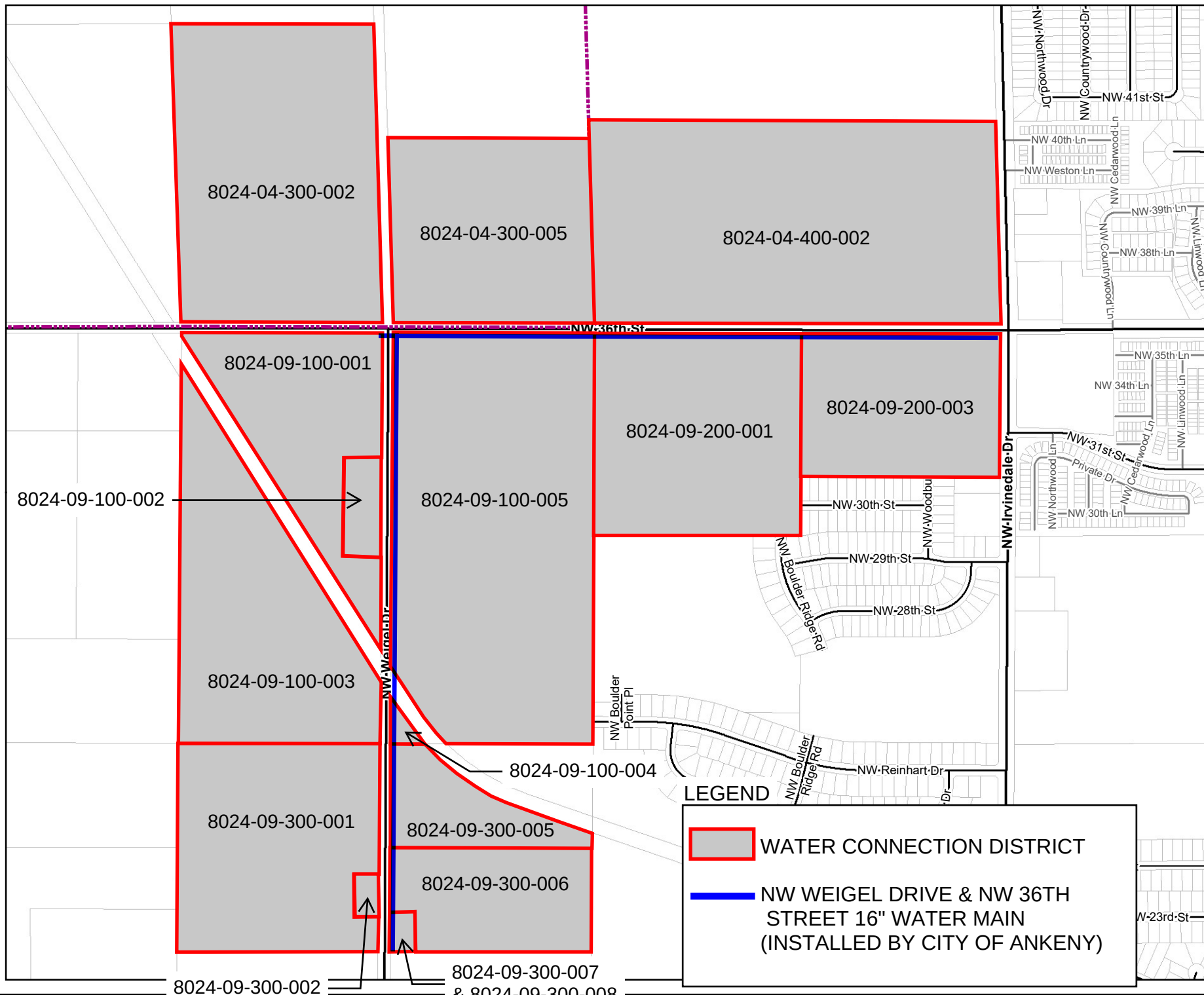
Mark E. Holm, Mayor

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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st 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. (PH 2022-63)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2123 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2123 amending the Zoning Regulations.

Action. Consider motion to accept first consideration of ORDINANCE 2123,

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 LUNN	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%
1	ROBERT M JOHNSON (TRUST) & KATHRYN M ZIMMER	6.247	12.31%
1	THOMAS L TYLER	4.101	8.08%
1	TYLER INVESTMENT COMPANY INC	8.063	15.89%
1	JEFFREY J WANGSNES & SHELLEY R WANGSNES	6.144	12.11%
1	TYLER J WANGSNES & SAMANTHA J WANGSNES	0.673	1.33%
1	PENTA PARTNERS LLC	1.463	2.88%
8		40.393	79.62%

LEGEND

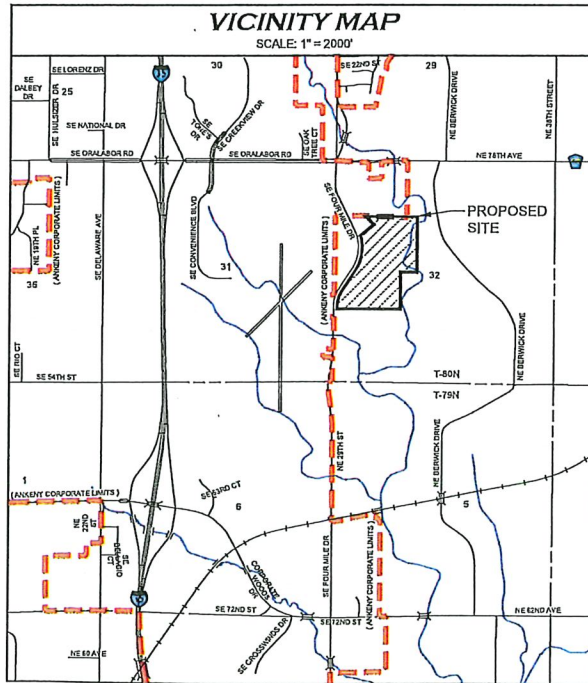
- Subject boundary line
- Section line
- Existing boundary line
- Existing easement line
- 250' Zoning notification line
- 250' Zoning notification area

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

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Ordinance - 1st 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. (PH 2022-64)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **Yes**

Convert nontaxable right-of-way into taxable property.

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of ORDINANCE 2124.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2124.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Vacation Plat

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

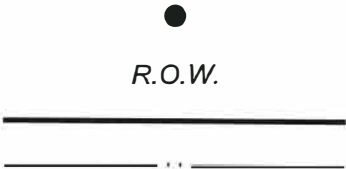
PROPRIETOR

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



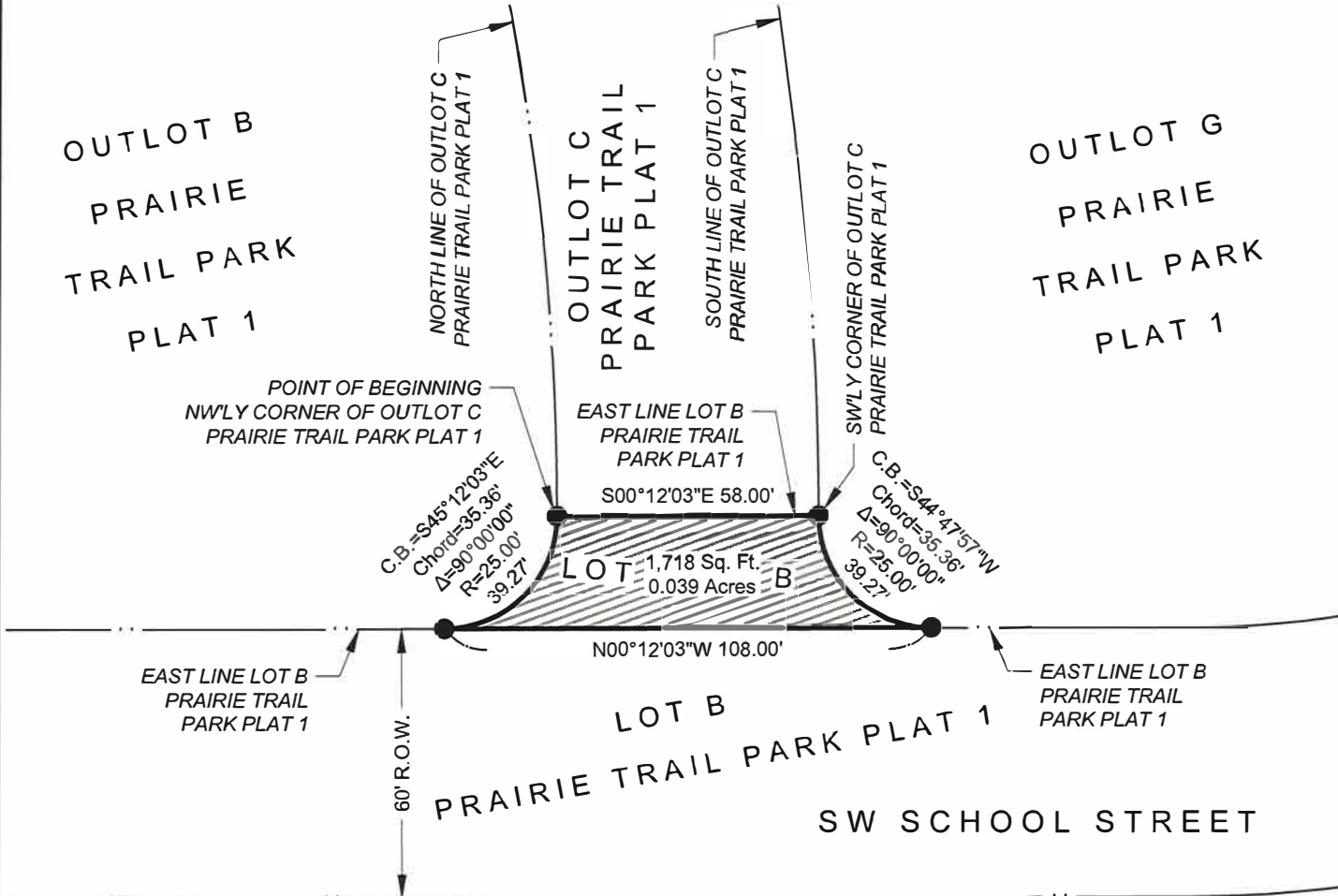
Found monument 5/8" round iron
rebar with red cap #18530
Right - of - way
Subject boundary line
Existing boundary line

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. Schoeppner
Name: Adam D. Schoeppner, 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



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:
Final plat and schedule for levying assessments for Nuisance Abatement.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider **RESOLUTION** approving final plat and schedule for levying

assessments for Nuisance Abatement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Final Assessment Plat
 Resolution

EXHIBIT - Final Plat and Schedule - FILING DATE October 10, 2022

Nuisance Abatement Schedule # 00-2022-09									1st Pub Date:		
Certificate Number	Parcel #	Property Owner	Property Address	Mailing Address	Brief Legal Description	Assessor's Property Value	Invoice Date	Outstanding Amount	Payments R'cvd after First Publication	Date Payment Rcvd	Balance to be certified (30 days after 1st Pub)
22510	181/00554-762-012	CHAYSE HOLDINGS LLC	4301 SW Sawgrass Pkwy, Ankeny, IA 50023	773 NE 47th Pl, Des Moines, IA 50313-2422	Lot 12 Sawgrass Park Plat 3	6,500	09/09/21	\$ 121.00			\$ 121.00
22511	181/00424-606-000	KENDALL AEIKENS	522 NE 8th St, Ankeny, IA 50021	1005 SE Lowell Dr, Ankeny, IA 50021	Lot 6 Henderson Park Plat 16	203,200	09/09/21	121.00			121.00
22512	181/03084-600-036	PAR PARTNERS LLC	Willow Run Common Areas, SE Willow Run LN, Ankeny, IA 50023	317 S Ankeny Blvd, Ankeny, IA 50023	Outlot X Willow Run Plat 2	100	09/09/21	73.00			73.00
22513	181/00424-980-038	KAYLA STRELECKI	3103 NW 15th St, Ankeny, IA 50023	3103 NW 15th St, Ankeny, IA 50023	Lot 39 Hidden Creek Plat 2	309,000	09/09/21	73.00			73.00
22514	181/00626-094-001	ERIC BYICAZA	1001 SE Judy Dr, Ankeny, IA 50021	1001 SE Judy Dr, Ankeny, IA 50021	Lt 1 Summerbrook Plat 1	224,400	09/09/21	73.00			73.00
22515	181/00392-270-009	RAMEY IBRAHAM	2018 NW Logan St, Ankeny, IA 50023	2018 NW Logan St, Ankeny, IA 50023	LT 9 Georgetown Plat 1	202,300	09/09/21	73.00			73.00
22516	181/00228-333-000	LAUREN MARTIN	1602 NW 10th St, Ankeny, IA 50023	1602 NW 10th St, Ankeny, IA 50023	Lot 32 College Park Plaza Northwest Plat 6	196,100	09/09/21	73.00			73.00
22517	181/00229-631-000	DAVID GRITTMANN	921 SE Allyn St, Ankeny, IA 50021	921 SE Allyn St, Ankeny, IA 50021	Lot 1 Delaware Estates Plat 2	246,800	09/28/21	73.00			73.00
22518	181/00424-606-000	KENDALL AEIKENS	522 NE 8th St, Ankeny, IA 50021	1005 SE Lowell Dr, Ankeny, IA 50021	Lot 6 Henderson Park Plat 16	203,200	10/27/21	73.00			73.00
22519	181/00424-606-000	KENDALL AEIKENS	522 NE 8th St, Ankeny, IA 50021	1005 SE Lowell Dr, Ankeny, IA 50021	Lot 6 Henderson Park Plat 16	203,200	02/04/22	125.00			125.00
22520	181/00496-050-000	SHANE GADBURY	510 SE Lawrence Dr, Ankeny, IA 50021	510 SE Lawrence Dr, Ankeny, IA 50021	LT 108 & E 3 F LT 109 Lein Heights Plat NO 2	186,800	02/08/22	125.00			125.00
22521	181/00554-762-012	CHAYSE HOLDINGS LLC	4301 SW Sawgrass Pkwy, Ankeny, IA 50023	773 NE 47th Pl, Des Moines, IA 50313-2422	Lot 12 Sawgrass Park Plat 3	6,500	06/06/22	73.00			73.00
22522	181/00424-606-000	KENDALL AEIKENS	522 NE 8th St, Ankeny, IA 50021	1005 SE Lowell Dr, Ankeny, IA 50021	LT 6 Henderson Park Plat 16	203,200	06/06/22	73.00			73.00
22523	181/00224-000-000	CYNTHIA TOEMMES	621 SW Des Moines St, Ankeny, IA 50023	621 SW Des Moines St, Ankeny, IA 50023	Lot 3 Carmen Place	139,800	06/06/22	73.00			73.00
22524	181/00553-070-480	GREGORY GRAMS	811 NE 41st St, Ankeny, IA 50021	811 NE 41st St, Ankeny, IA 50021	Lot 10 Otter Ridge Plat 4	210,800	06/06/22	75.00			75.00
											-
											-
			Total					\$ 1,176.00	\$ -		\$ 1,176.00

TO BE COMPLETED BY:

FINANCE
CLERKS

RESOLUTION # _____

RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF
ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF FOR
THE 2022 NUISANCE ASSESSMENTS

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

That after full consideration of the final schedule of assessments showing the assessments proposed to be made for the 2022 Nuisance Assessments, which final schedule was filed in the office of the Clerk on the 10th day of October, 2022; said assessments are hereby corrected by making the following changes and reductions:

NAME OF PROPERTY OWNER AND DESCRIPTION OF PROPERTY		PROPOSED FINAL CONDITIONAL DEFICIENCY, IF ANY	CORRECTED FINAL DEFICIENCY, IF ANY
		PROPOSED FINAL ASSESSMENT	CORRECTED FINAL ASSESSMENT

BE IT FURTHER RESOLVED, that the said schedule of assessments, is hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said nuisance abatement activities, the respective sums expressed in figures set opposite to each of the same on account of the cost of the abatement of the said nuisances. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the abatement of the nuisances as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said nuisance abatement activities, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in three equal annual installments and shall bear interest at the rate of 2.69% per annum, the maximum rate permitted by law, from the date the Council adopted the resolution fixing the amount to be assessed; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date the Council adopted the resolution fixing the amount to be assessed, shall become due and payable on July 1, 2023; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication

of the notice of the filing of the final schedule of assessments to the County Treasurer of Polk County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final schedule to the County Treasurer of Polk County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in a legal newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Ankeny, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the nuisance abatement activities, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Code Section 384.63 for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 17th day of October, 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF POLK	)

I, the undersigned City Clerk of the City of Ankeny, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this 17th day of October, 2022.

City Clerk, City of Ankeny, State of Iowa

(SEAL)

01952633-1\10174-000



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Cherry Glen Ballfield Development

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the Cherry Glen Ballfield Development project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost, and setting a date for the filing of bids on the project.

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 project is being presented for bidding at this time. Pending project approval and award, the contractor will be expected to start the project no later than December 1, 2022 and shall substantially complete the project no later than June 1, 2023. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: October 17, 2022
2. Post Notice to Bidders and Notice of Public Hearing: October 21, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: November 4, 2022
4. Bid Opening (10:30 A.M., Public Services Building): November 15, 2022
5. Public Hearing and Contract Award: November 21, 2022

(Hold Public Hearing on the plans, specifications, form of contract, estimated total cost, and 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 planned for 2022.

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 November 15, 2022 and setting the public hearing date as November 21, 2022 for the Cherry Glen Ballfield Development 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 October 21, 2022 and published in the Des Moines Register on November 4, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt

RESOLUTION ordering construction on the Cherry Glen Ballfield Development project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 11/15/22 @ 10:30 a.m./date of hrg: 11/21/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE CHERRY GLEN BALLFIELD DEVELOPMENT, 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 CHERRY GLEN BALLFIELD DEVELOPMENT, 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 Cherry Glen Ballfield Development; 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 Cherry Glen Ballfield Development, 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:

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.

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 November 15, 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 November 21, 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 November 21, 2022.

PASSED AND APPROVED this 17th day of October, 2022.

Mayor

ATTEST:

City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

CHERRY GLEN BALLFIELD DEVELOPMENT
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 **Cherry Glen Ballfield Development** project at its meeting at **5:30 P.M. on the 21st day of November, 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 **15th day of November, 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 15th day of November, 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 21st day of November, 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 later than December 1, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in November 2022.

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 the City of Ankeny Public Works Department, 1210 NW Prairie Ridge Drive, 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 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

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

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.

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 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).

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 **17th day of October, 2022**.

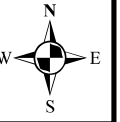
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **21st day of October, 2022**.

Published in the Des Moines Register the **4th day of November, 2022**.



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



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Ankeny Strategic Plan 2022 Amendment

EXECUTIVE SUMMARY:
The Mayor, City Council and management team have participated in several work and strategy sessions, working with consultants from Baker Tilly, to develop an amended strategic plan for the organization. The amended plan is attached for Council consideration and approval.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
To approve and adopt the attached Strategic Plan 2022 Amendment via motion.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt Ankeny Strategic Plan 2022 Amendment

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Strategic Plan 2022 Amendment
 Ankeny Strategic Plan 2022 Amendment Summary

2022 STRATEGIC PLAN AMENDMENT

**City Council and Senior Leadership Team
City of Ankeny, Iowa**



Prepared by:



Baker Tilly Municipal Advisors, LLC
380 Jackson Street, Suite 300
Saint Paul, MN 55101
615.223.3000
bakertilly.com

October 14, 2022

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INTRODUCTION & BACKGROUND

Ankeny, Iowa is a thriving and rapidly growing community of approximately 70,000 residents and is one of the principal municipalities in the Des Moines-West Des Moines, IA metropolitan statistical area. Located astride Interstate 35, immediately north of Des Moines, many consider Ankeny to be the most livable city in Iowa. The local economy is centered on education, manufacturing, healthcare logistics, and professional services. The community also serves as a regional retail hub. Large private sector employers include Deere & Company, Casey's General Stores, Baker Group, Perishable Distributors of Iowa, Ltd., B&G Foods North America, Mom's Meals, and Kreg Tool. Ankeny is often recognized for the quality of its parks, recreation, and athletic facilities and programs. The city has two major sports complexes, an extensive trail system, two aquatic centers, a top-notch public golf course, and a new library.

Organized under a Mayor/Council/Manager form of government, the Mayor and five members of the City Council are accountable to the electorate and serve as the governing body of the City, setting policy and ensuring the effective delivery of public services. The City Council directly appoints the principal administrative officers of the City - including the City Manager, City Attorney, and City Clerk – and establishes overall policies to guide these officials in the administration of the municipal government's service delivery programs. The City Manager serves as the chief administrative officer of the municipal government and directly hires and supervises the Directors of various city departments.

The city government provides a range of traditional local government services including Police, Fire, Public Works, Utilities, and Library. Other departments include Planning and Building, Economic Development, Finance, Human Resources, Information Technology, and Communications. For fiscal year 2022, the combined funds operating and capital budgets total just over \$147 million.

City leaders have long recognized the value of engagement of both the City Council and senior staff team in a deliberate, thoughtful, and collaborative approach to strategic planning and priority-setting. For the 2019 strategic planning process, Baker Tilly US, LLP (Baker Tilly), along with the Azimuth Group, Inc. (AGI), was retained by the City to support the planning, facilitation, and documentation of an intensive strategic planning process to create a refreshed strategic plan to guide decision making regarding such matters as growth and development, continuity of high-quality city service delivery, and the responsible management of the municipal enterprise and its resources.

In 2022, Baker Tilly was further engaged to revise and update the 2019 Strategic Plan based on the results from interviews and facilitated in-person planning workshops. In preparation for the strategic planning process, the project consultants conducted a series of individual interviews with the Mayor, each member of the City Council, the City Manager, Assistant City Manager, Administrative Services Director, and each Department Director.

Working from a prepared set of questions, the consultants engaged both elected and appointed leaders in a dialog about the status of the 2019 strategic plan, their perception of the continuing validity of the City’s Vision, Mission and Strategic Goals, and their suggestions for improving the City Council’s strategic planning process. The consulting team also sought input on the specific issues and challenges the City of Ankeny faces today that may have significant implications for its future. The table below summarizes the feedback received. (Note: these notes are a representative sample of inputs provided and not necessarily an exhaustive listing.)

Elected Official Perspectives	Management Perspectives
• Many elected officials are excited and focused on becoming a “Destination” city through the provision of cost-effective quality amenities (i.e., trails, parks, existing sporting facilities, etc.) • Continued commercial / retail development will help invigorate the community and keep pace with trends of city growth • There is a need to address the effects of population growth on property values / taxes, infrastructure demands, crime, etc., through strategic planning goals and projects. • Among elected officials, there is generally support of tax incentives not previously common for the City. These would be considered additional options, quote “in the City’s toolbox”, to aid all forms of future development. • Elected officials stated the benefits from Increased Council / City Management Communications via department updates, tracked initiatives, and information which can be used to better inform constituents. • Elected officials generally support Central Iowa Water Regionalization • Increased partnerships and addressing undue ordinance burdens • Recognition of quality City Management; addressing current and upcoming staffing needs and retirements as high priority • Mixed opinion on DART partnership; address routes, ROI, and other challenges • Mixed opinion on revisiting local option sales tax; possible relief through State legislative action	• Large focus on staffing, training, benefits, and succession planning • “What kind of city do we want to be?”, define and address providing a hometown feel and gathering resident satisfaction for services / cost of services studies • Align budget and projects to strategic plan update, seek bold projects and solutions • More daytime residents than nighttime residents; job growth through commercial and economic development (industrial lands, hospital, trails, etc.) • Director level budgeting transparency, inter-department collaboration, and evaluations • There is a strong opinion in favor of and support for City Leadership and direction they pursue • Leveraging technology for efficiency and improved communication (i.e., HRMS, asset management software, GPS/GIS, website, etc.) • Tracking neighboring city projects / benchmark metrics • Support for Local Option Sales Tax • Support for Central Iowa Water Regionalization • Mixed support for DART Partnership • Mixed support for new indoor recreation complex project, but support broad based investment in recreation amenities citywide • Proactive and smart growth through annexation policy implementation

2022 STRATEGIC PLAN AMENDMENT PROCESS OVERVIEW

Overview:

Effective strategic planning involves the gathering, sorting, and prioritizing the best thinking of the City of Ankeny's policymakers and senior managers, focused on the core purposes of the organization and the essential attributes of strategic success. The City of Ankeny's 2019 strategic planning efforts produced a framework to guide the decisions of both elected leaders and managers over five years and beyond. In 2022, with changes in elected leadership, the City Manager recommended that the Council undertake a process to review and amend the 2019 plan as needed.

Strategic planning is a product of strategic thinking, which should occur not only at periodic planning sessions such as the one just completed but continuously, as has been the practice of the City of Ankeny. Good planning involves the gathering, sorting, and prioritizing the best thinking of Ankeny's elected policy leaders and appointed managers to effectively address the issues that challenge the City today and, more importantly, those that will challenge the City tomorrow. The strategic planning process, therefore, was designed as an exercise in collective foresight. Participants sought to clarify what success looks like for Ankeny considering the conditions faced in 2019, expected in 2022 and beyond, and where to lead the organization and the community going forward.

Process:

Throughout the planning cycle, both the City Council and senior staff members – both separately and collectively - endeavored to work at the **strategic**, rather than the operational level of municipal government. As in 2019, the primary purpose of the planning process was to identify the **What** rather than the **How** of future city services, organization, and operations. Accordingly, the process was designed to allow the City's elected officials and senior staff to collaborate on the creation of an amended strategic plan that articulates broad policy guidance regarding the desired outcomes/results while also ensuring that the city staff will have the subsequent opportunity to "flesh-out" more specific action plans, timelines, budgets and a reporting framework support achievement of the Council's stated policy goals.

Activities completed throughout planning workshops enabled an open discussion of the City's current strengths and weaknesses, opportunities, and threats, and forging of a consensus around the highest order priorities for the municipal government organization to address over the next five or more years. These priorities, in turn, establish the foundation for the City staff to define more specific action steps, resource plans (budgets), performance measures and a regular reporting process for the city staff to provide the Council. The results of the strategic planning process thus provide a unifying frame of reference to guide daily policy and operating decisions, organizational structures, and governance.

The City of Ankeny's 2019 strategic planning efforts produced a framework to guide the decisions of both elected leaders and managers over the following five years and beyond. In 2022, three years into the current Strategic Plan's five-year window, Baker Tilly facilitated a ***"plan amendment"*** to re-calibrate and adjust course based on current operational factors and larger community needs following a change in the Mayor and the membership on the City Council. We incorporated elements from the 2019 Strategic Plan framework with most focus aimed at updating the strategic goals and objectives.

The elements of that 2022 plan update, like the 2019 strategic framework, included:

- Discussion examining the current operational environment and the identification of critical external forces and trends that influence and impact the City of Ankeny's ability to meet citizen expectations.
- Discussion of any updates to the vision and mission statements.
- Identification of the key attributes or indicators, or "evidence", of future success.
- Development and prioritization of strategic goals around which critical policy decisions can be evaluated and important organizational and operational activities can be managed.
- Identification of a set of specific operational objectives spread across the seven goals that represent a "to-do" list of activities and programs to undertake over the next several years.

The activities included within the 2022 Strategic Plan Update for the City of Ankeny included the following:

1. ***Completion of an initial project kickoff conference*** with the City Manager and key members of his staff to confirm the planning project scope, approach, participants, timing, and deliverables.
2. ***Collection and review of various background materials and data***, including the current strategic plan, budgets, organizational charts, community data, and the like.
3. ***Completion of individual interviews*** with the Mayor, each member of the City Council, the City Manager, Assistant City Manager, Administrative Services Director, and all city department directors.
4. ***Design, facilitation, and documentation of two strategic planning workshops***, as follows:
 - a. A four-hour planning and strategic goal setting/update workshop with the City Council members, Mayor, and Executive City Management.

- b. A second four-hour planning workshop with the Executive City Management, and Department Directors to review the results of the City Council goal setting/update workshop, to validate and revise the current vision and mission statements of the City and to revise and prioritize strategic goals.

5. *Documentation of the results of the strategic planning process* in a comprehensive written report including the consolidation of the results obtained in the two planning workshops, the development of an updated set of goals and objectives for the City of Ankeny, the preparation of a graphical strategy map, and the creation of a strategic plan matrix of goals, objectives, initiatives, targeted due dates, and management accountabilities.

The balance of this report presents in detail the results of the above-described activities.

EXPECTATION FOR THE 2022 PLANNING WORKSHOPS

At the start of each strategic planning workshop with the City Council and City Staff, we asked participants to identify through an online polling website to address in a brief phrase, what they hoped to achieve from the strategic planning workshops and the plan update. The results of this online polling are as follows. Common themes between the two groups questioned included ***a need for prioritization of initiatives; consensus and clarity on organization direction; identification of actionable items; detailed success measurements; and a collaborative experience.***

“Hopes for the 2022 Strategic Plan Update Workshop”

CITY COUNCIL

- Prioritization
- Common Goals
- A 2-to-3-year strategy
- Detailed metrics for success
- Consensus
- Clear strategic direction
- Strengthen public safety
- Detailed measures of success
- A reporting mechanism
- Value to the public
- Actionable plan for next year

CITY STAFF

- “High Level” of direction (4 Responses)
- Collaboration (3 Responses)
- Insight (3 Responses)
- Prioritization of goals (3 Responses)
- Action (2 Responses)
- Hear and understand others (2 Responses)
- Celebrate our collective success
- Clarity of plan / update long range goals
- Consensus of group
- Honesty among leaders
- Influence the plan for the next 2-3 years
- Create meaningful objectives and measure success
- Opportunity to provide meaningful feedback
- Support for operations

STRUCTURE OF THE STRATEGIC PLAN

The graphic to the right illustrates the hierarchical structure of the updated Ankeny Strategic Plan. This structure helps define the relationship between strategy development and strategy execution. Strategy development and adoption is the role of the City Council, whose responsibility is to establish and articulate policy in the interest of the organization and the residents of Ankeny. It is the Council that sets the overall vision for the City, defines mission of the organization, and establishes the City's top public policy priorities and goals.

The management team, working with and through the City Manager, is accountable for the implementation and accomplishment of the City Council's priorities. They do this through the development and execution of operational action plans, the preparation and recommendation of budgets, and the regular monitoring and reporting of progress concerning the Council's priorities.

Aspirational

STRATEGY

EXECUTION

Achievable

VISION

What we aspire to be

MISSION

What we do

CORE VALUES

What we believe in

STRATEGIC GOALS

What we must achieve over time

OBJECTIVES

How we will get there

INITIATIVES

Specific steps we will take

ANKENY VISION

An organization's **Vision** is aspirational. It defines what the organization wants to be or to achieve. It is an idealized description of the desired future state of the community. In 2019, using an anonymous online polling tool, both City Council and staff workshop participants thought about the top three words that best describe their personal vision for the City of Ankeny and engaged in discussion about the visions derived from these words as well as an imaging exercise.

Based on the themes captured through the visioning activities and discussions, and with the input of workshop participants, the following vision statement for the City of Ankeny was developed and adopted by the City Council.

The vision statement has not substantially changed between the 2019 strategic plan and the 2022 strategic plan update.

ANKENY VISION

“Ankeny is a multi-generational hometown with an independent community spirit. Residents enjoy a safe community, an active lifestyle, thriving businesses, and easy connectivity to the region.”

MISSION STATEMENT

A **Mission Statement** describes the organization's purpose. It defines the business of the organization and its relationship to its customers. City Council and staff members agreed to the following mission statement in the 2019 strategic plan.

Ankeny's mission statement has not substantially changed between 2019 strategic plan and the 2022 strategic plan update.

ANKENY MISSION

“The Mission of the City of Ankeny is to provide customer-focused, high-quality services and sound fiscal management. By advocating for and engaging our community, we enhance quality of life and protect the community's interests.”

EVIDENCE OF SUCCESS

At an aspirational level, how will things be different in Ankeny if the updated strategic plan is successful? How should the governing body and senior city management evaluate whether the organization is making progress towards its vision and succeeding in its mission?

In their separate workshops, both staff members and City Council identified several key indicators of future success. These indicators are not a substitute for organizational or community performance measures but, instead, are intended to describe – in broad directional terms – what the elected and appointed leaders want to occur over the mid to long term, and how these differ from 2019 to 2022.

2019 CITY COUNCIL

- Improving citizen survey results
- Improving trends in key indicators of performance
- Service level improvements, especially public safety
- Strong growth patterns and diversification of the tax base
- Improvements in community appearance
- Improved transportation system/regional access
- Successful renewal efforts
- High levels of citizen activity across demographic groups
- Continued strong infrastructure condition
- Growing availability of social, recreational, and artistic opportunities
- Continued strong fiscal performance and stability

2022 CITY COUNCIL

- Track and improve citizen satisfaction, achieve high satisfaction
- Better track reporting of internal and external progress / and performance metrics
- Maintain fast public safety response times and improve public safety perception throughout the community
- Continue supporting commercial and residential growth
- Ensure strong partnerships throughout the community
- Strengthen financial position by further lowering debt, improving bond rating, increased revenue sources, etc.
- More fully utilize Library and Senior Center spaces
- Keep pace with and take advantage of high population growth
- Ensure community resiliency from external threats

2019 CITY STAFF

- Resident survey results: continued high citizen satisfaction
- Positive comparisons to peer communities
- Improving performance measures
- Improving bond rating
- Tax base growth
- High volume of city employment applications
- Strong employee retention
- Reduction in citizen complaints
- New business startups and business retention/expansion

2022 CITY STAFF

- Achieve good response times for both external requests and internal requests across city departments
- Serve aging populations and maintain satisfaction
- Guide decisions from community feedback and decline in complaints
- Maintain competitive tax rates
- Reduce employee turnover
- Provide well maintained / attractive facilities
- Achieve peer communities adopting Ankeny practices
- Maintain low crime rates and high case clearance rates
- Address areas in need of revitalization

CORE VALUES

Organizational **Values** are the fundamental principles that guide how members of the organization conduct themselves while carrying out their mission in pursuit of the overall vision. Together, the values provide an ethical framework for decision-making and action. In the 2019 planning workshop conducted with the senior staff of the City of Ankeny, participants brainstormed a set of six core values for the organization.

Working with the six value concepts suggested by the staff, the strategic planning consultant prepared draft definitions for each, as shown below. As with the Vision and Mission statements, these value statements should be reviewed and revised as needed to reflect the intent of the Council and senior staff.

Ankeny's core values have not substantially changed between 2019 strategic plan and the 2022 strategic plan update.

ANKENY VALUES

Teamwork - *We believe that success comes from working together as collaborators and partners, striving daily to earn and sustain the trust of citizens and coworkers alike.*

Respect - *We treat each other, our residents, and customers as we expect to be treated, with courtesy and sensitivity to their feelings, rights, and traditions.*

Quality - *We hold ourselves to high standards of service excellence, meeting and exceeding the expectations of those we serve.*

Integrity - *We are honest, truthful, and ethical in all things.*

Professionalism - *We are committed public servants and intentional caretakers of public resources while responsively and reliably meeting our community's needs.*

Communication - *We interact with others in an open, respectful, positive, and transparent manner.*

STRATEGIC GOALS

After systematically scanning the external environment, evaluating the strengths and weaknesses of the organization, identifying opportunities and threats, and confirming the City of Ankeny's overall vision and mission, Council and staff participants, in their separate workshops, next turned their attention to the specific areas of organizational focus that they believe likely to have the most significant and positive impacts on the long-range success of the municipal government and the Ankeny community it serves.

To identify these areas of strategic impact for the City of Ankeny, the workshop facilitator applied a technique known as "future pull." The facilitator challenged participants to mentally go forward in time to imagine great success as defined in the City's vision and mission statements. Participants then visualized a situation where the City had achieved its vision by accomplishing its mission while operating within its value framework. They were then asked:

"Looking back from a position of great success, what, specifically, did you do to achieve that success?"

Each participant listed concrete action steps that they believe would, if taken, lead the City of Ankeny to that future position of strategic success. They thought about leveraging the identified strengths to overcome weaknesses and how to mitigate threats to create opportunities. They considered what actions would help to drive the accomplishment of the future performance indicators they envisioned for the community and the organization. Many unique ideas were generated and captured on "sticky notes" with each participant describing their proposed action steps. Working together as a group, workshop participants – including both elected officials and staff members - grouped the ideas on a graphical chart to identify and name the common themes that tie the individual contributions together into a coherent concept.

From this collaborative brainstorming exercise, as illustrated in the graphics on the following pages, a total of seven common themes emerged to define the most important strategic goals for the City of Ankeny's future. These are the areas in which the Council and senior staff believe results are required, which will move the community towards its long-term vision.

As shown in the 2019 Strategic Plan, the city staff and City Council workshop sessions defined the following combined sets of goals. These included the following:

2019 STRATEGIC GOALS

1. Upgrade Essential Infrastructure
2. Exercise Financial Discipline
3. Deliver Exceptional Service
4. Enhance Quality of Life
5. Strengthen Community Engagement
6. Ensure Economic Vitality
7. Provide Regional Leadership

At the 2022 Strategic Plan Update workshops, City Council and city staff shared their preference for an updated list of strategic goals, leveraging the existing 2019 consolidated goals.

2022 AMENDED STRATEGIC GOALS

CITY COUNCIL

1. Upgrade Essential Infrastructure
2. Exercise Financial Discipline
3. Deliver Exceptional Service
4. Enhance Quality of Life
5. Strengthen Community Engagement
6. Ensure Economic Vitality
7. Provide Regional Leadership

CITY STAFF

1. Upgrade Essential Infrastructure
2. Exercise Financial Discipline
3. Deliver Exceptional Service
4. Enhance Quality of Life
5. Strengthen Community Engagement
6. Ensure Economic Vitality
7. Provide Regional Leadership
- 8. Become the Employer of Choice**

The workshop facilitator then combined these separate goal listings into a common framework to produce the following set of strategic goals. City staff collaborated on adding an eighth strategic goal with unique operating objectives, “Become an Employer of Choice”.

2022 AMENDED STRATEGIC GOALS

1. Upgrade Essential Infrastructure
2. Exercise Financial Discipline
3. Deliver Exceptional Service
4. Enhance Quality of Life
5. Strengthen Community Engagement
6. Ensure Economic Vitality
7. Provide Regional Leadership
- 8. Become the Employer of Choice**

OPERATING OBJECTIVES

Whereas **strategic goals** reflect the major policy priorities of the City Council, **strategic objectives** constitute the specific projects, programs, or actions needed to achieve each goal. After the 2019 workshop, the planning process facilitator worked to capture the intent of the participants as revealed through discussion of the strategic goals and, in several instances, combined, consolidated and re-phrased some of the suggested action steps to create a workable set of strategic objectives for the City's implementation over the mid to long-term. The 2019 planning process resulted in a set of 32 individual operating objectives supporting the seven strategic goals. The 2022 plan update incorporated the results of the two workshop sets, one in 2019 and one in 2022, and further combined, consolidated, and re-phrased the 2019 operating objectives to reflect the intent of the current Council. The draft 2022 amendment has expanded the strategic plan to eight goals and 39 objectives.

2019 GOALS AND OBJECTIVES

The operating objectives developed through the 2019 planning process are listed by strategic goals as follows:

1. Upgrade Essential Infrastructure

Ankeny's public infrastructure is thoughtfully planned, safely operated, regionally connected, and systematically maintained.

- 1.1 – Implement stormwater, streets, and utility improvement plans.
- 1.2 – Improve major transportation corridors.
- 1.3 – Improve pedestrian and bicycle crossings.
- 1.4 – Reduce traffic congestion.
- 1.5 – Maintain parks and facilities at a high level.
- 1.6 – Address long-term public transit needs.

2. Exercise Financial Discipline

We are effective stewards of the public resources entrusted to our care and take seriously our obligation to provide services that responsibly balance service levels and costs.

- 2.1 – Maximize city services at the current tax rate.
- 2.2 – Diversify revenue sources and consider the Local Option Sales Tax.
- 2.3 – Actively manage city fees for cost recovery, competitiveness, and mandates.
- 2.4 – Align new service or program budgets to the City's mission and citizen value.

2.5 – Reduce the City’s debt burden.

2.6 – Improve long-range planning for replacement costs and major investments.

3. Deliver Exceptional Service

Ankeny’s high-quality public services are responsive to our citizen’s needs, readily accessible, courteously delivered, and professionally managed.

3.1 – Attract and retain a high-performing, diverse, and competent city staff team.

3.2 – Provide sufficient staffing to achieve desired service levels.

3.3 – Leverage technology to improve public access to city services.

3.4 – Strengthen collaboration between city departments.

3.5 – Maintain high citizen satisfaction ratings.

4. Enhance Quality of Life

Ankeny is renowned for its hometown feel, safe and livable neighborhoods, active lifestyle, and attractive public spaces in which to play, relax, and learn.

4.1 – Implement the Parks & Facilities master plans.

4.2 – Complete and open the Ankeny Senior Community Center.

4.3 – Develop a master plan for public art.

4.4 – Grow and expand community traditions and events.

4.5 – Enhance pride in both public and private spaces.

4.6 – Become a destination city.

5. Strengthen Community Engagement

Ankeny is governed openly and transparently, building and sustaining trust through the inclusion and involvement of a well-informed citizenry.

5.1 – Optimize the use of communication tools and techniques

5.2 – Sustain and grow the City/School partnership.

6. Ensure Economic Vitality

Ankeny’s economy is both robust and resilient, carefully blending diverse residential and commercial development for generational sustainability.

6.1 – Practice purposeful economic development.

- 6.2 – Responsibly guide community growth and revitalization.
- 6.3 – Expand the commercial tax base and job opportunities.
- 6.4 – Diversify the range of housing choices.

7. Provide Regional Leadership

Elected and appointed officials of the City of Ankeny actively participate in leading public interest organizations, adopting and advocating for policies that advance the interests of our citizens, the region and the state.

- 7.1 – Assume leadership roles in key regional government organizations.
- 7.2 – Support regional initiatives benefitting Ankeny.
- 7.3 – Collaborate with other suburban communities.

2022 AMENDED GOALS AND OBJECTIVES

The 2022 City Council and city staff goals and objectives were consolidated with many of the 2019 objectives that the Council identified as still relevant.

1. Upgrade Essential Infrastructure

Ankeny's public infrastructure is thoughtfully planned, safely operated, regionally connected, and systematically maintained.

- 1.1 – Reduce traffic congestion and improve traffic safety.
- 1.2 – Maintain aging infrastructure.
- 1.3 – Continue to examine and fund existing facility maintenance and future expansion needs.
- 1.4 – Maintain parks and facilities at a high level.
- 1.5 – Complete transportation plan and address long-term public transit needs.
- 1.6 – Improve major transportation corridors for all modes of travel (vehicle, bikes, pedestrians).
- 1.7 – Identify, present, and implement enhanced engineering standards for public infrastructure.

2. Exercise Financial Discipline

We are effective stewards of the public resources entrusted to our care and take seriously our obligation to provide services that responsibly balance service levels and costs.

- 2.1 – Prioritize core services and align new services/program budgets to the City's mission.
- 2.2 – Maximize City services at the current tax rate.

- 2.3 – Improve long-range financial planning for replacement costs and major investments.
- 2.4 – Reduce the City’s debt burden.
- 2.5 – Diversify revenue sources.
- 2.6 – Actively manage City fees for cost recovery, competitiveness, and mandates.

3. Deliver Exceptional Service

Ankeny’s high-quality public services are responsive to our citizen’s needs, readily accessible, courteously delivered, and professionally managed.

- 3.1 – Provide sufficient staffing to achieve exceptional service levels.
- 3.2 – Leverage technology to improve return on investment, operational efficiencies, and public access to City services.
- 3.3 – Maintain high citizen satisfaction rating.
- 3.4 – Strengthen collaboration and innovation between City departments.

4. Enhance Quality of Life

Ankeny is renowned for its hometown feel, safe and livable neighborhoods, active lifestyle, and attractive public spaces in which to play, relax, and learn.

- 4.1 – Achieve a hometown feel through events, safety, place-making, and community trends.
- 4.2 – Develop unique attractions, neighborhoods, and recreational spaces.
- 4.3 – Assess the quality of current sports complex amenities, consider options and alternatives that address indoor facility needs.
- 4.4 – Update zoning and subdivision ordinances.

5. Strengthen Community Engagement

Ankeny is governed openly and transparently, building and sustaining trust through the inclusion and involvement of a well-informed citizenry.

- 5.1 – Optimize existing partnerships and support new ones.
- 5.2 – Optimize the use of internal and external communication tools and techniques.
- 5.3 – Engage the public in “spreading-the-word” of City successes.

6. Ensure Economic Vitality

Ankeny’s economy is both robust and resilient, carefully blending diverse residential and commercial development for generational sustainability.

- 6.1 – Practice purposeful and bold economic development.

- 6.2 – Expand the commercial tax base and job opportunities.
- 6.3 – Responsibly guide community growth, redevelopment, and revitalization.
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- 7.1 – Support regional initiatives benefitting Ankeny.
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- 7.3 – Collaborate with other suburban communities.
- 7.4 – Increase City presence at industry conferences.

8. Become the Employer of Choice

The City of Ankeny employs devoted, talented, and high demand personnel and recruits, retains, values and rewards employees who are committed to City's vision and mission.

- 8.1 – Attract and retain a high-performing, diverse, and competent City staff team.
- 8.2 – Address employee health and well-being.
- 8.3 – Increase training and development opportunities.
- 8.4 – Encourage collaborative and collegial coworker relationships.
- 8.5 – Implement robust and competitive recruiting.
- 8.6 – Increase flexibility for the City workforce.

The Ankeny strategy map, summarizing the key elements of the strategic plan, is found on the following page.



OUR VISION

Ankeny is a multi-generational hometown with an independent community spirit. Residents enjoy a safe community, an active lifestyle, thriving businesses, and easy connectivity to the region.

OUR MISSION

The Mission of the City of Ankeny is to provide customer-focused, high-quality services and sound fiscal management. By advocating for and engaging our community, we enhance quality of life and protect the community's interests.

OUR VALUES

Teamwork
Respect
Quality
Integrity
Professionalism
Communication

OUR GOALS

1 Upgrade Essential Infrastructure

2 Exercise Financial Discipline

3 Deliver Exceptional Service

4 Enhance Quality of Life

5 Strengthen Community Engagement

6 Ensure Economic Vitality

7 Provide Regional Leadership

8 Become the Employer of Choice

OUR STRATEGY

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RECOMMENDATIONS

The strategic planning process is an important milestone in the City of Ankeny's continued focus on long-term strategic thinking, planning, and management. The time, thought, and effort invested by both policymakers and appointed professionals allowed them to think creatively about the possibilities for the community that go well beyond the routine meeting-to-meeting, tactical decision-making routine. The significance of the commitment of resources to this effort is commendable, and the results have established a foundation for future improvement.

RECOMMENDATION *Assign the staff to build-out the supporting operating details required to link the strategic goals and objectives to the City's operational and capital planning and budgeting processes.*

The City Council, acting in its role as policy leaders, should take lead responsibility for **strategy formulation**. In turn, the City Manager in the role of the City's chief executive officer should have the primary responsibility for **strategy execution**. Just as policy is the province of the Council and administration is the province of the staff, so it is with strategy. The Council sets strategic priorities, defines how their accomplishment will be measured, and then holds management accountable for the effective execution. The City should consider the creation of a strategy implementation team consisting of a representative cross-section of staff members across the organization, drawn primarily from the senior and middle management levels of each department. This implementation team should take responsibility for the identification of specific operational initiatives and tasks necessary for the accomplishment of the plan's objectives. While every department may not be required to produce individual initiatives for every one of the 39 objectives included in the amended plan, each should carefully assess those objectives and determine which of them will require some level of effort. Additionally, each goal should be assigned an accountable owner tasked with leading cross-functional internal teams assigned to the accomplishment of the objective, along with a target date for completion. Finally, the implementation teams should be assigned to develop a set of strategic performance indicators and targets to be used in the measurement, monitoring, and reporting of progress to the organization, the Council and the community.

RECOMMENDATION *Continue the practice of regular, annual process of strategic planning closely linked to the budget process.*

Going forward, the Mayor, Council, and staff should continue the existing practice of collaborative strategic planning and management. An annual planning retreat – with or without an outside facilitator - should be used to evaluate progress made on objectives and supporting initiatives established for the year, to review current and projected financial conditions and to consider needed updates to the strategic goals, objectives, and priorities.

The results of the annual planning retreat and any guidance provided by the City Council should become the foundation for the staff's development of the yearly budget and supporting departmental operating plans, performance measures, and targets.

RECOMMENDATION *Adopt tools and processes to track and report results, identify further improvement opportunities, and document outcomes.*

Once the Council adopts the City's strategy, that strategy becomes the documented policy of the governing body and the City Manager. In some cases, other appointed officials are accountable for the execution of the plan as it applies to their areas of responsibility. The Council should focus more on the desired outcomes/results they expect the city government to achieve and less on the means/tactics by which those results are obtained, subject to limitations and guidelines established by the Council and law.

By ensuring that strategic goal attainment and operating results are measured and reported by management to the Council and the general public, an improved focus on accountability for results is created and can foster a climate of confidence and trust between elected officials and appointed staff.



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Quality
of Life

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ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

October 17, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - Hope Crest rezoning - 11/7/22 @ 5:30 p.m.*
- *Public Hearing - Hardship Land, LLC rezoning - 11/7/22 @ 5:30 p.m.*
- *Regular Council Meeting - 11/21/22 @ 5:30 p.m.*
- *Public Hearing - DRA Properties, LC annexation - 11/21/22 @ 5:30 p.m.*
- *Public Hearing - NGR Four Mile Dr annexation - 11/21/22 @ 5:30 p.m.*
- *Public Hearing - Cherry Glen Ballfield Development - 11/21/22 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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