ANKENY CITY COUNCIL

Regular Meeting

Monday, September 18, 2023
5:30 PM
Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

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

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Anyone seeking assistance in communicating with the City should contact Relay Iowa at 1-800-735-2942 (TDY), or 1-800-735-2943 (Voice).

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the September 18, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the September 18, 2023 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-53 Proposed amendment to the code of ordinances of the City of Ankeny, Iowa, by adding Chapter 58 - provisions pertaining to the keeping of chickens within the City of Ankeny, Iowa

Action# C1-1. Consider motion to close Public Hearing 2023-53.

2. PH 2023-54 Proposed NW Irvinedale Drive - Elevated Water Storage Tank

Action# C2-1. Consider motion to close Public Hearing 2023-54.

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 September 5, 2023, 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 August 22, 2023.

CA - 3 Receive and file minutes of the Zoning Board of Adjustment meeting of August 22, 2023.

CA - 4 Receive and file minutes of the Civil Service Commission meeting of August 14, 2023.

- **Licenses and Permits**

CA - 5 Consider motion to approve tobacco/vapor permit in the City of Ankeny.

CA - 6 Consider motion to approve the issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

- **Finance/Budget**

CA - 7 Consider motion to receive and file Financial Reports for August 2023.

CA - 8 Consider motion to receive and file Building Permit Report for August 2023.

CA - 9 Consider motion to receive and file Utility Billing Report for August 2023.

CA - 10 Consider motion to approve Change Order #3 increasing the contract amount by $3,645.50 to All-Star Concrete LLC, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.

CA - 11 Consider motion to approve Change Order #4 decreasing the contract amount by $1,042.50 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

CA - 12 Consider motion to approve Change Order #1 increasing the contract amount by $7,500.00 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

CA - 13 Consider motion to approve Payment #15 in the amount of $169,407.33 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 #14 in the amount of $220,198.75 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 #4 in the amount of $132,212.93 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.

CA - 16 Consider motion to approve Payment #3 in the amount of $279,580.87 to Alliance Construction Group, LLC, for construction services on the SW State Street Reconstruction Project - Southbound Lanes.

CA - 17 Consider motion to approve Payment #3 in the amount of $60,164.69 to All-Star Concrete, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.

CA - 18 Consider motion to approve Payment #3 in the amount of $66,196.61 to All-Star Concrete, LLC, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.

CA - 19 Consider motion to approve Payment #1 in the amount of $147,174.82 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.

CA - 20 Consider motion to approve Payment #6 in the amount of $7,552.50 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.

CA - 21 Consider motion to approve Payment #2 in the amount of $4,247.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.

CA - 22 Consider motion to approve Payment #4 in the amount of $14,921.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.

CA - 23 Consider motion to approve Payment #6 in the amount of $968,257.85 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

CA - 24 Consider motion to approve Payment #6 in the amount of $1,322,169.38 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

CA - 25 Consider motion to approve Payment #4 in the amount of $255,304.85 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

CA - 26 Consider motion to approve Payment #12 in the amount of $13,860.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

CA - 27 Consider motion to approve Payment #1 in the amount of $83,620.60 to Howrey Construction, Inc. for construction services on the Creekside Park Improvements project.

CA - 28 Consider motion to approve Payment #20 in the amount of $20,060.96 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.

CA - 29 Consider motion to approve Payment #5 in the amount of $14,444.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

CA - 30 Consider motion to approve Payment #9 in the amount of $40,890.60 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

CA - 31 Consider motion to approve Payment #2 in the amount of $148,592.38 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

CA - 32 Consider motion to approve Payment #24 in the amount of $17,664.05 to JEO Consulting Group, Inc. for construction engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

CA - 33 Consider motion to approve Payment #21 in the amount of $3,525.00 to JEO Consulting Group, Inc., for construction engineering services on the SE Delaware Avenue HMA Widening project.

CA - 34 Consider motion to approve Payment #17 in the amount of $68,843.39 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

CA - 35 Consider motion to approve Payment #13 in the amount of $3,724.00 to McClure Engineering Company, for construction engineering services on the SW State Street Reconstruction - Southbound Lanes project.

CA - 36 Consider motion to approve Payment #5 in the amount of $31,955.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.

CA - 37 Consider motion to approve Payment #1 in the amount of $37,777.25 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs project.

CA - 38 Consider motion to approve Payment #5 in the amount of $213,542.42 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.

CA - 39 Consider motion to approve Payment #3 in the amount of $43,222.22 to Romtech Companies for construction services on the restroom facility at Midway Park.

CA - 40 Consider motion to approve Payment #5 in the amount of $30,988.98 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

CA - 41 Consider motion to approve the September 18, 2023 Accounts Payable.

CA - 42 Consider motion to sign Memorandum of Understanding for participation in the Setoff Program with the Iowa Department of Revenue.

- **Personnel Items**

CA - 43 Consider motion to accept the Civil Service Commission certified lists for appointment to : Traffic Technician, Civil Engineering Technician, and Police Officer; subject to passing any further departmental requirements.

- **Community Development Items**

CA - 44 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 98 Investments, LLC, located adjacent to the Ankeny Market & Pavilion (date of hrg: 10/2/23 @ 5:30 pm)

CA - 45 Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted easements, parkland dedication agreement, and sewer connection fee for Canyon Landing Plat 3 Final Plat.

CA - 46 Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer, and subgrade in Canyon Landing Plat 3 Final Plat.

CA - 47 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Plat 3.

CA - 48 Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for underground improvements, platted easements, parkland dedication agreement, and sewer connection fee for Canyon Landing Plat 4 Final Plat.

CA - 49 Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer, and subgrade in Canyon Landing Plat 4 Final Plat.

CA - 50 Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Plat 4.

CA - 51 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary urbanized annexation of certain territory adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., DRA Properties, LLC, and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (date of hrg: 10/16/23 @ 5:30 p.m.)

- **Engineering Items**

CA - 52 Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa, to make an application to the Iowa Department of Transportation's (Iowa DOT) Iowa's Clean Air Attainment Program (ICAAP) for the partial funding of a project for safety and capacity improvements on the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

CA - 53 Consider motion to adopt **RESOLUTION** setting a public hearing on a proposal to vacate a drainage easement located across lots 1 of Aspen Ridge Commercial Plat 3. (date of hrg: 10/2/23 @ 5:30 p.m.)

CA - 54 Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Grove Landing Plat 5.

CA - 55 Consider motion to adopt **RESOLUTION** accepting public improvements for paving and subgrade prep. in Grove Landing Plat 5.

CA - 56 Consider motion to adopt **RESOLUTION** accepting public improvements for utilities QRS Investments Development Plat 1.

CA - 57 Consider motion to adopt **RESOLUTION** accepting public improvements for paving and subgrade prep. in QRS Investments Development Plat 1.

CA - 58 Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep in Nelson Senior Living.

CA - 59 Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Nelson Senior Living.

CA - 60 Consider motion to adopt **RESOLUTION** accepting public improvements in NE Four Mile Drive Creek Crossing for utilities.

CA - 61 Consider motion to adopt **RESOLUTION** accepting public improvements in NE Four Mile Drive Creek Crossing for subgrade.

CA - 62 Consider motion to adopt **RESOLUTION** accepting public improvements in NE Four Mile Drive Creek Crossing for paving.

- **Capital Improvement Projects**

CA - 63 **2023 Asphalt Street Resurfacing Program - SW Ordnance Road:** Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by $10,458.67; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with OMG Midwest DBA Des Moines Asphalt and Paving in the amount of $279,768.28; and d) Final Payment #3 in the amount of $2,034.90; Retainage Payment in the amount of $13,988.41.

CA - 64 **2023 PCC Street Patching Program**: Consider motion to approve: a) Final Change Order #2 in the amount of ($3,512.50); b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with TK Concrete, Inc. in the amount of $851,622.50; and d) Final Payment #5 in the amount of $40,119.92; and Retainage Payment in the amount of $42,581.13.

- **Administrative Items**

CA - 65 Consider motion authorizing the The City of Ankeny Iowa to enter into an agreement with the United States Immigration and Customs Enforcement's Homeland Security Investigations (HSI), formalizing a strategic partnership to govern the use of HSI designations by certain employees of the Ankeny Police Department.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-65.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-65.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2149 An Ordinance amending Chapter 94.06 of the Municipal Code of the City of Ankeny, Sewer Connection Districts Established.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2149, sending it on its final passage and publication as required by law.

2. Ord 2150 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A).

Action# H2-1. Consider motion to accept second consideration of ORDINANCE 2150.

3. Ord 2151 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F).

Action# H3-1. Consider motion to accept second consideration of ORDINANCE 2151.

4. Ord 2152 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E).

Action# H4-1. Consider motion to accept second consideration of ORDINANCE 2152.

5. Ord 2153 An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D).

Action# H5-1. Consider motion to accept second consideration of ORDINANCE 2153.

6. Ord 2154 An ordinance amending Chapter 82 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails.

Action# H6-1. Consider motion to accept second consideration of ORDINANCE 2154.

7. Ord 2155 An ordinance amending Chapter 132 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails.

Action# H7-1. Consider motion to accept second consideration of ORDINANCE 2155.

8. Ord 2156 An Ordinance amending the Ankeny Municipal Code by adding a new Chapter 58, Urban Chickens, pertaining to the keeping of chickens within the City of Ankeny (PH 2023-53)

Action# H8-1. Consider motion to accept first consideration of ORDINANCE 2156.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed NW Irvinedale Drive - Elevated Water Storage Tank (PH 2023-54)

   Action# J1-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $8,885,000.00; 2) receive and file report of bids received September 12, 2023; 3) adopt RESOLUTION making award of construction contract with CB&I Storage Tank Solutions, LLC in the amount of $9,751,746.90.

2. Proposed 2023 Rally Complex Park Development Project

   Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,805,959.42; 2) receive and file report of bids received August 29, 2023; 3) adopt RESOLUTION making award of construction contract with Brothers Cleaning Corporation in the amount of $1,736,692.10; and 4) adopt RESOLUTION approving contract and bonds with Brothers Cleaning Corporation in the amount of $1,736,692.10.

3. Proposed Rally Complex Park Lighting - Musco Sports Lighting LLC

   Action# J3-1. Consider motion to adopt RESOLUTION authorizing the purchase of lighting materials from Musco Sports Lighting LLC for use at the Rally Complex.

4. Proposed SW Magazine Road & SW State Street Improvements - West Leg
   Professional Services Agreement with Nilles Associates, Inc.

   Action# J4-1. Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for the design engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project in an amount not to exceed $56,400 and authorize the Mayor to execute said agreement.

5. Proposed Agreement - Kick It Forward

   Action# J5-1. Consider motion to approve agreement with Kick It Forward for the fundraising and construction of a Mini-Pitch System in Northcreek Park.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

  City Manager
  City Attorney

- **Report of the Governing Body:**

  Mayor

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

Council Member Stearns

- **Future Council Agenda Items:**

  - ***Public Hearing - rezone 98 Investments LLC - 10/2/23 @ 5:30 p.m.***
  - ***Public Hearing - vacate easement - Aspen Ridge Commercial Plat 3 - 10/2/23 @ 5:30 p.m.***
  - ***Public Hearing - annexation - Hope Kimberley 2.0 - 10/16/23 @ 5:30 p.m.***
  - ***Regular Council Meeting - 11/6/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the September 18, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the September 18, 2023 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Public Hearing

LEGAL:

SUBJECT:

PH 2023-53: Proposed amendment to the code of ordinances of the City of Ankeny, Iowa, by adding Chapter 58 - provisions pertaining to the keeping of chickens within the City of Ankeny, Iowa

EXECUTIVE SUMMARY:

City Council have received requests from community members to consider the keeping of chickens in the City of Ankeny. Presentations were provided to the Council on June 5 2023, and Aug. 21, 2023 regarding chickens and proposed recommendations by City staff. As directed during said meetings, changes requested by City Council have been incorporated into a draft ordinance. Per the Council's discussion at the work sessions, this draft allows a maximum of 6 chickens, requires a minimum lot size of 1/4 acre (10,890 sq. ft.), and requires a minimum setback of 25 feet from the property line.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Legal notice and publication required.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-53.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PH Coversheet
Ordinance 2156

PUBLIC HEARING 2023-53 **5:30 P.M.** **SEPTEMBER 18, 2023**

PROPOSED ORDINANCE AMENDING THE ANKENY MUNICIPAL CODE BY ADDING A NEW CHAPTER 58 THERETO ENTITLED "URBAN CHICKENS" RELATING TO THE KEEPING OF CHICKENS WITHIN THE CITY OF ANKENY

Mayor:

This is the time and place for a public hearing on the matter of the proposed Ordinance 2156 amending the Ankeny Municipal Code by adding a new Chapter 58 thereto entitled "Urban Chickens" relating to the keeping of chickens within the City of Ankeny.

Notice of this hearing was published in the Des Moines Register on the 8th day of September, 2023.

Mayor:

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

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 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 2023-53.

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

ORDINANCE NO. _____

ORDINANCE AMENDING THE ANKENY MUNICIPAL CODE BY ADDING A NEW CHAPTER 58 THERETO ENTITLED "URBAN CHICKENS" RELATING TO THE KEEPING OF CHICKENS WITHIN THE CITY OF ANKENY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ANKENY, IOWA, as follows:

Section 1. The Ankeny Municipal Code is amended by adding a new Chapter 58 thereto entitled "Urban Chickens" relating to the keeping of chickens within the City of Ankeny as follows:

CHAPTER 58 URBAN CHICKENS

58.01 Definitions.

"Chicken: shall mean a member of the subspecies *Gallus gallus domesticus,* a domesticated fowl.

"Urban Chicken" shall mean a chicken kept on a permitted tract of land pursuant to a permit issued under this Chapter.

"Permitting Officer" shall mean the City Manager or designee.

"Tract of land" shall mean a property or a zoned lot that has one single family dwelling located on that property or zoned lot.

"Single Family Dwelling" shall mean any building that contains only one dwelling unit used, intended, rented, leased, let or hired to be occupied for living purposes.

"Permitted tract of land" shall mean the tract of land as identified by the application upon which a permit is granted for keeping chickens pursuant to this Chapter.

"Permittee" shall mean an applicant who has been granted a permit to raise, harbor or keep chickens pursuant to this Chapter.

58.02 Permit Required.

(a) Permit Required. No person shall raise, harbor or keep chickens within the City of Ankeny without a valid permit obtained from the Permitting Officer under the provisions of this Chapter.

(b) Application. In order to obtain a permit, an applicant must submit a completed application on forms provided by the Permitting Officer, either on-line or in paper form, and paying all fees required by this Chapter.

(c) Requirements. The requirements to the receipt of a permit include:

1) All requirements of this Chapter are met;
2) All fees, as may be provided for from time to time by City Council resolution, for the permit are paid in full;
3) All judgments in the City's favor and against the applicant have been paid in full;
4) The tract of land to be permitted shall contain only one Single Family Dwelling occupied and used as such by the permittee.
5) The applicant has provided notice to the residents of all immediately adjacent dwellings of the applicant's intent to obtain a permit.
6) The applicant has successfully completed an approved class in raising chickens in an urban setting.

(d) Issuance of Permit. If the Permitting Officer concludes as a result of the information contained in the application that the requirements for a permit have been met, then the Officer shall issue the permit.

(e) Denial, suspension, revocation, non-renewal. The Permitting Officer may deny, suspend, revoke, or decline to renew any permit issued for any of the following grounds:

1) False statements on any application or other information or report required by this section to be given by the applicant;
2) Failure to pay any application, penalty, reinspection or reinstatement fee required by this section or City Council resolution;
3) Failure to correct deficiencies noted in notices of violation in the time specified in the notice;
4) Failure to comply with the provisions of an approved mitigation/remediation plan by the Permitting Officer, or designee.
5) Failure to comply with any provision of this Chapter or other relevant Chapter of the Municipal Code.

(f) Notification. A decision to revoke, suspend, deny or not renew a permit shall be in writing, delivered by ordinary mail or in person to the address indicated on the application. The notification shall specify reasons for the action.

(g) Effect of revocation, etc. When an application for a permit is denied, or when a permit is revoked, the applicant may not re-apply for a new permit for a period of 1 year from the date of the denial or revocation.

(h) Appeals. In any instance where the Permitting Officer has denied, revoked, suspended, or not renewed a permit, the applicant may appeal the decision to the City Manager, or designee other than the Permitting Officer within ten (10) business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the officer hearing the appeal, or any decision by the Permitting Officer which is not appealed in accordance to this Chapter shall be deemed final action.

58.03 Number and type of Chickens allowed.

(a) The maximum number of chickens allowed is six (6) per tract of land.

(b) Only female chickens (hens) are allowed.

5**8.04 Zoning Districts Allowed.**

Permits will be granted only for tracts of land of at least one-quarter acre (10,890 sq. ft.) in size, containing only one single family home and located in residential districts as identified on the current Official Zoning Map on file with the City of Ankeny.

58.05 Non-commercial use only.

A permit shall not allow the permittee to engage in chicken breeding or fertilizer production or the sale of eggs or chickens for commercial purposes. The permittee may use the eggs and chickens for non-commercial use only.

58.06 Enclosures.

(a) Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.

(b) Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times.

(c) Henhouses, chicken tractors and chicken pens must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds and predators, including dogs and cats.

(d) Henhouses and chicken tractors.

1) Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens with a minimum of four (4) square feet per bird while minimizing adverse impacts to other residents in the neighborhood.

i) A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one (1) inch openings.

ii) The materials used in making a henhouse or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is

prohibited. Henhouses and chicken tractors shall be well maintained.

2) Henhouses, chicken tractors and chicken pens shall only be located in the rear yard as defined by Ankeny Municipal Code.

3) Henhouses, chicken tractors and chicken pens must be located at least twenty-five (25) feet from any property line.

4) Henhouses, chicken tractors and chicken pens must be located at least ten (10) feet from any storm water drainage/storm water detention/overland flowage easement and should not be located within any drainage swale that is not covered by easement.

(e) Any enclosed chicken pen shall consist of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.

58.07 Odor and noise impacts.

(a) Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land.

(b) Noise from chickens shall not be loud enough beyond the boundaries of the permitted tract of land at the property boundaries to disturb persons of reasonable sensitivity.

58.08 Predators, rodents, insects and parasites.

The Permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an Ankeny Animal Control Officer.

58.09 Feed and water.

Chickens shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds and predators.

58.10 Waste storage and removal.

All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored on the permitted tract of land. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

58.11 Chickens at large.

(a) The Permittee shall not allow the Permittee's chickens to roam off the permitted tract of land. No dog or cat or other domesticated animal which kills a chicken off the permitted tract of land will, for that reason alone, be considered a dangerous or aggressive animal or the city's responsibility to enforce its animal control provisions.

(b) The Permittee shall place and keep leg bands on all chickens showing the permit number.

58.12 Unlawful acts.

(a) It shall be unlawful for any person to keep chickens in violation of any provision of this Chapter or any other provision of the Ankeny Municipal Code.

(b) It shall be unlawful for any owner, renter or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.

(c) No person shall keep chickens inside a dwelling unit.

(d) No person shall slaughter any chickens within the City of Ankeny.

(e) No person shall keep a rooster.

(f) No person shall keep chickens on a vacant or uninhabited tract of land.

58.13 Nuisances.

Any violation of the terms of this Chapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions of Ankeny Municipal Code Chapter 50.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be effective upon its passage, approval and publication as provided by law.

PASSED and approved this ____ day of _____, 2023.

_____
MARK E. HOLM, Mayor

ATTEST:

_____
MICHELLE YUSKA, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE _____ DAY OF _____, 2023

1st Con 9/18/23 P.Hrg
2nd Con 10/2/23
3rd Con 10/16/23

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-54: Proposed NW Irvinedale Drive - Elevated Water Storage Tank

EXECUTIVE SUMMARY:

The NW Irvinedale Drive - Elevated Water Storage Tank project will include the construction of a 2.5-million-gallon (MG) elevated water storage tank and related improvements on a City-owned parcel near the intersection of NW 36th Street and NW Irvinedale Drive within City limits.

The construction improvements include the base bid of a 2.5 MG elevated water storage tank, mobilization, demobilization, bulk water station, clearing and grubbing, erosion control, approximately 700 cubic yards (CY) of on-site embankment earthwork, 2700 CY of excavation haul-off earthwork, finished grading, temporary and permanent seeding, 1061 LF of chain link fencing with gate, 6" thick HMA driveway pavement, 9" concrete driveway pavement, 5" thick concrete trail, 8" sanitary sewer and manholes, 15" storm sewer and structures, 24" water main, valves, hydrants, electrical service, lights, SCADA equipment, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, September 12, 2023. Three (3) bids were received as follows:

1. CB&I Storage Tank Solutions, LLC $9,751,758.59
2. Landmark Structures $9,884,000.00
3. Caldwell Tanks, Inc $11,915,333.00

The Engineer's Estimate for the project was $8,885,000.00. The bids ranged from approximately 10% above to 34% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Pricing for materials and labor for large construction projects seems to remain high. Since two of the three estimates were less than 1% apart, we believe these estimates provide accurate pricing for the project.

Pending project approval and award by the City Council the contractor will have until November 30, 2025 to fully complete the project.

FISCAL IMPACT: **No**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023 - 2025.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($8,885,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the NW Irvinedale Drive - Elevated Water Storage Tank Project.

3. Receive and file the report of bids received on September 12, 2023.

4. Approve Resolution, making award of construction contract to CB&I Storage Tank Solutions, LLC. (CB&I), of Plainfield, IL.

5. Approve Resolution, approving contract and bonds with CB&I for $9,751,758.59.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as September 12, 2023, and setting the public hearing date as September 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-54.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

PUBLIC HEARING 2023-54 5:30 P.M. SEPTEMBER 18, 2023

PROPOSED NW IRVINEDALE DRIVE – ELEVATED WATER STORAGE TANK

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the NW Irvinedale Drive – Elevated Water Storage Tank. Notice of this hearing was published in the Des Moines Register on the 1st day of September, 2023.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, Don Clark, Municipal Utilities Director, provide a report to the Council on said project."

After Report:

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

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

- Consider **MOTION** to close Public Hearing 2023-54.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK

WHEREAS, on the **7th** day of **August**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the NW Irvinedale Drive - Elevated Water Storage Tank; and

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

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

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

PASSED AND APPROVED this 18th day of September, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

REC'D & FILED
BY CITY COUNCIL
9-18-23

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **SEPTEMBER 12, 2023**

NW IRVINEDALE DRIVE – ELEVATED WATER STORAGE TANK

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW Irvinedale Drive – Elevated Water Storage Tank project in accordance with the Plans and Specifications prepared by HDR, Inc.

Don Clark, Municipal Utilities Director $ 8,885,000.00 Base+Alt 1

Project Estimate of Cost $ 8,769,000.00 Base

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
1) ✓	Caldwell Tanks Inc 4000 Tower Road Louisville KY 40219	Base $ 11,729,000.00 Alt ① 186333.00 Alt ② Ø No Bid	✓
2) ✓	Landmark Structures 1665 Harmon Road Fort Worth, TX 76177	Base $ 9,744,356.00 Alt ① 139,644.00 Alt ② 12,984,000.00	✓
3) ✓	CB+I Storage Tank Solutions LLC 14105 S. Route 59 Plainfield IL 60544	Base $ 9,519,000.00 Alt ① 232,746.90 Alt ② No Bid Ø	✓
4)			
5)			
6)			

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of September 18, 2023 at 5:30 P.M.

Donald Clark
Don Clark, Municipal Utilities Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

City of Ankeny, Iowa
BID TAB
2.5 MG Elevated Storage Tank - NW Irvinedale Drive

BID DATE: 9/12/2023

Item Number	Item Description	Estimated Quantity	Unit	Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
				Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
	General Provisions and Covenants										
1.01	Mobilization, Demobilization, General Provisions and Covenants	1	LS	$ 438,000	$ 438,000	$175,000	$175,000.00	$300,000	$ 300,000	$580,000.00	$ 580,000
	Earthwork										
2.01	General Clearing and Grubbing	1	LS	$10,000.00	$10,000.00	$26,525.00	$26,525.00	$35,000.00	$ 35,000	$ 5,000.00	$ 5,000.00
2.02	Topsoil and Finished Grading	1358	CY	$7.25	$9,845.50	$7.43	$10,085.87	$13.00	$ 17,654	$ 7.00	$ 9,506.00
2.03	Excavation and Haul-Off, Class 10	2700	CY	$20.00	$54,000.00	$15.92	$42,984.00	$20.00	$ 54,000	$ 19.00	$ 51,300.00
2.04	Excavation and Embankment, Class 10	700	CY	$10.00	$7,000.00	$40.32	$28,224.00	$12.00	$ 8,400	$ 9.00	$ 6,300.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	2057	SY	$8.25	$16,970.25	$40.32	$82,938.24	$12.00	$ 24,684	$ 11.00	$ 22,627.00
	Sewers and Drains										
4.01	15" Storm Sewer Pipe, RCP	271	LF	$50.00	$13,550.00	$125.20	$33,929.20	$80.00	$ 21,680	$ 78.00	$ 21,138.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	2	EA	$2,500.00	$5,000.00	$1,591.50	$3,183.00	$4,500.00	$ 9,000	$ 1,450.00	$ 2,900.00
4.03	6" Subdrains, Case B, Type 1	376	LF	$25.00	$9,400.00	$10.03	$3,771.28	$24.00	$ 9,024	$ 35.00	$ 13,160.00
4.04	6" Subdrains, Case C, Type 1	387	LF	$25.00	$9,675.00	$8.22	$3,181.14	$24.00	$ 9,288	$ 30.00	$ 11,610.00
4.05	6" Subrdains, Detention Pond	203	LF	$25.00	$5,075.00	$8.62	$1,749.86	$16.00	$ 3,248	$ 34.00	$ 6,902.00
4.06	6" Subdrain Cleanouts, Type A-1	11	EA	$1,500.00	$16,500.00	$835.01	$9,185.11	$1,100.00	$ 12,100	$ 685.00	$ 7,535.00
4.07	6" Subdrain Outlets Into Structure	5	EA	$500.00	$2,500.00	$795.75	$3,978.75	$450.00	$ 2,250	$ 375.00	$ 1,875.00
	Water Mains and Appurtenances										
5.01	Water Main and Fittings Removal At and Including Connection to Existing 24" Water Main	1	LS	$10,000.00	$10,000.00	$14,854	$14,854.00	$3,000.00	$ 3,000	$ 8,000.00	$ 8,000.00
5.02	24" Water Main Open Cut, PVC or DIP, RJ	345	LF	$300.00	$103,500.00	$721.48	$248,910.60	$350.00	$ 120,750	$ 365.00	$ 125,925.00
5.03	4" Water Main Open Cut, PVC or DIP, RJ	45	LF	$100.00	$4,500.00	$122.02	$5,490.90	$50.00	$ 2,250	$ 106.00	$ 4,770.00
5.04	24" 45 Degree Bend	3	EA	$6,000.00	$18,000.00	$9,283.75	$27,851.25	$5,500.00	$ 16,500	$ 6,400.00	$ 19,200.00
5.05	24" x 6" Tee	2	EA	$6,000.00	$12,000.00	$8,391.18	$16,782.36	$6,000.00	$ 12,000	$ 8,945.00	$ 17,890.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	1	EA	$6,000.00	$6,000.00	$10,079.50	$10,079.50	$7,500.00	$ 7,500	$ 9,515.00	$ 9,515.00
5.07	24" Gate Valve	1	EA	$35,000.00	$35,000.00	$34,117.52	$34,117.52	$38,500.00	$ 38,500	$ 36,500.00	$ 36,500.00
5.08	4" Gate Valve	1	EA	$2,000.00	$2,000.00	$3,705.01	$3,705.01	$1,685.00	$ 1,685	$ 1,860.00	$ 1,860.00
5.09	Fire Hydrant Assembly Removal	3	EA	$2,000.00	$6,000.00	$1,591.50	$4,774.50	$850.00	$ 2,550	$ 2,875.00	$ 8,625.00
5.10	Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings, Relocated Hydrant	3	EA	$5,000.00	$15,000.00	$5,305.00	$15,915.00	$5,000.00	$ 15,000	$ 2,350.00	$ 7,050.00
	Structures for Sanitary and Storm Sewers										
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Type SW-401	1	EA	$6,850.00	$6,850.00	$12,732.00	$12,732.00	$7,000.00	$ 7,000	$ 9,150.00	$ 9,150.00
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-507	3	EA	$5,500.00	$16,500.00	$2,652.50	$7,957.50	$5,200.00	$ 15,600	$ 6,185.00	$ 18,555.00
6.03	Circular Area Intake, Type SW-512	3	EA	$3,000.00	$9,000.00	$822.28	$2,466.84	$3,000.00	$ 9,000	$ 3,045.00	$ 9,135.00
6.04	Detention Basin Outlet Structure	1	EA	$10,000.00	$10,000.00	$7,957.50	$7,957.50	$10,000.00	$ 10,000	$ 13,575.00	$ 13,575.00
	Streets and Related Work										
7.01	9" PCC Pavement, Driveway	1023	SY	$67.50	$69,052.50	$152.78	$156,293.94	$82.00	$ 83,886	$ 82.00	$ 83,886.00
7.02	7" PCC Pavement, Driveway	787	SY	$52.00	$40,924.00	$159.15	$125,251.05	$76.00	$ 59,812	$ 76.00	$ 59,812.00
7.03	6" PCC Curb and Gutter	30	LF	$36.00	$1,080.00	$159.15	$4,774.50	$75.00	$ 2,250	$ 60.00	$ 1,800.00
7.04	6" River Rock Surfacing	49	SY	$29.50	$1,445.50	$51.99	$2,547.51	$50.00	$ 2,450	$ 300.00	$ 14,700.00
7.05	Detectable Warnings	60	SF	$25.00	$1,500.00	$63.66	$3,819.60	$50.00	$ 3,000	$ 50.00	$ 3,000.00

BID DATE: 9/12/2023

Item Number	Item Description	Estimated Quantity	Unit	Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
				Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
	Site Work and Landscaping										
8.01	Temporary Seeding, Fertilizing, and Mulching for Conventional Seeding, Type 4	1.30	AC	$2,000.00	$2,600.00	$11,305.36	$14,696.97	$3,000.00	$ 3,900	$ 5,000.00	$ 6,500.00
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Type 1	1.15	AC	$4,000.00	$4,600.00	$5,580.86	$6,417.99	$5,000.00	$ 5,750	$ 8,000.00	$ 9,200.00
8.03	Rip Rap for Pipe Outlet, Class E	25	TON	$100.00	$2,500.00	$65.78	$1,644.50	$100.00	$ 2,500	$ 86.00	$ 2,150.00
8.04	Silt Fence	1135	LF	$6.00	$6,810.00	$5.29	$6,004.15	$10.00	$ 11,350	$ 4.00	$ 4,540.00
8.05	Inlet Protection	7	EA	$500.00	$3,500.00	$122.02	$854.14	$225.00	$ 1,575	$ 300.00	$ 2,100.00
8.06	Stabilized Construction Entrance	1	EA	$2,000.00	$2,000.00	$4,836.16	$4,836.16	$6,000.00	$ 6,000	$ 7,500.00	$ 7,500.00
8.07	Concrete Washout	1	EA	$2,000.00	$2,000.00	$2,652.50	$2,652.50	$4,000.00	$ 4,000	$ 5,000.00	$ 5,000.00
8.08	Chain Link Fence	1061	LF	$40.00	$42,440.00	$65.25	$69,230.25	$25.00	$ 26,525	$ 25.00	$ 26,525.00
8.09	Swing Gate	1	EA	$2,000.00	$2,000.00	$2,652.50	$2,652.50	$3,475.00	$ 3,475	$ 7,500.00	$ 7,500.00
8.10	Retaining Wall	1	LS	$187,000.00	$187,000.00	$291,775.00	$291,775.00	$403,950.00	$ 403,950	$ 95,000.00	$ 95,000.00
8.11	Bollards	2	EA	$1,000.00	$2,000.00	$1,061.00	$2,122.00	$1,000.00	$ 2,000	$ 1,000.00	$ 2,000.00
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Raingarden Mixture	0.15	AC	$6,500.00	$975.00	$202,078.06	$30,311.71	$10,000.00	$ 1,500	$ 10,000.00	$ 1,500.00
8.13	Wattle	406	LF	$4.00	$1,624.00	$15.69	$6,370.14	$3.00	$ 1,218	$ 10.00	$ 4,060.00
8.14	Temporary Rolled Erosion Control Product (RECP)	976	SY	$7.50	$7,320.00	$8.49	$8,286.24	$2.00	$ 1,952	$ 10.00	$ 9,760.00
8.15	Tree - Maidenhair Tree	5	EA	$600.00	$3,000.00	$689.65	$3,448.25	$700.00	$ 3,500	$ 1,000.00	$ 5,000.00
8.16	Tree - Moraine Sweet Gum	7	EA	$500.00	$3,500.00	$497.61	$3,483.27	$450.00	$ 3,150	$ 1,000.00	$ 7,000.00
8.17	Tree - Redmond American Linden	4	EA	$600.00	$2,400.00	$419.10	$1,676.40	$650.00	$ 2,600	$ 1,000.00	$ 4,000.00
8.18	Tree - White Fir	4	EA	$400.00	$1,600.00	$530.50	$2,122.00	$700.00	$ 2,800	$ 1,000.00	$ 4,000.00
8.19	Tree - Eastern Red Cedar	7	EA	$400.00	$2,800.00	$466.84	$3,267.88	$450.00	$ 3,150	$ 1,000.00	$ 7,000.00
8.20	Tree - Norway Spruce	4	EA	$60.00	$240.00	$530.50	$2,122.00	$600.00	$ 2,400	$ 1,000.00	$ 4,000.00
8.21	Shrub - Iroquis Beauty Black Chokeberry	8	EA	$60.00	$480.00	$50.93	$407.44	$100.00	$ 800	$ 500.00	$ 4,000.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	13	EA	$60.00	$780.00	$50.93	$662.09	$100.00	$ 1,300	$ 500.00	$ 6,500.00
8.23	Shrub - Hummingbird Summersweet	9	EA	$60.00	$540.00	$55.17	$496.53	$100.00	$ 900	$ 500.00	$ 4,500.00
	Special Provisions Items										
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	1	LS	$7,250,000.00	$7,250,000.00	$7,311,051.65	$7,311,051.65	$7,984,000.00	$ 7,984,000	$ 9,541,364.00	$ 9,541,364.00
300	Bulk Water Station Package Equipment	1	LS	$140,000.00	$140,000.00	$327,583.75	$327,583.75	$151,500.00	$ 151,500	$ 300,000.00	$ 300,000.00
301	Bulk Water Station Installation (Shipping/Unloading, Concrete Foundation, Anchorage, Water and Sewer Piping Connections, Commissioning, etc.)	1	LS	$60,000.00	$60,000.00	$79,575.00	$79,575.00	$13,500.00	$ 13,500	$ 150,000.00	$ 150,000.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk Water Station, Area Lights	1	LS	$50,000.00	$50,000.00	$171,648.58	$171,648.58	$150,000.00	$ 150,000	$ 295,000.00	$ 295,000.00
601	Area Lights Pole Mounted	2	EA	$5,000.00	$10,000.00	$10,037.06	$20,074.12	$10,000.00	$ 20,000	$ 7,500.00	$ 15,000.00
602	SCADA Equipment Installation (Level Transducer, PLC Panel, Antenna/Cable)	1	LS	$10,000.00	$ 10,000	$12,519.80	$ 12,520	$10,000.00	$ 10,000	$ 5,500.00	$ 5,500.00
	TOTAL AMOUNT OF BID - BASE BID				**$ 8,769,000**		**$ 9,519,009.53**		**$ 9,744,356**		**$ 11,729,000**

BID DATE: 9/12/2023

Item Number	Item Description	Estimated Quantity	Unit	Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
				Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
ADD ALTERNATE NO. 1									$ -		$ -
101	6" Granular Subbase for 6" HMA Pavement	488	SY	$11.70	$5,709.60	$50.93	$24,853.84	$12.00	$ 5,856	$ 15.00	$ 7,320.00
102	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	LF	$70.00	$29,820.00	$94.43	$40,227.18	$113.00	$ 48,138	$ 102.00	$ 43,452.00
103	4" Sanitary Sewer Service Stub, PVC	38	LF	$60.00	$2,280.00	$159.15	$6,047.70	$65.00	$ 2,470	$ 117.00	$ 4,446.00
104	48" Circular Sanitary Sewer Manhole, Type SW-301	3	EA	$10,875.00	$32,625.00	$12,732.00	$38,196.00	$7,000.00	$ 21,000	$ 5,625.00	$ 16,875.00
105	Connection to Existing Sanitary Sewer Manhole	1	EA	$3,000.00	$3,000.00	$7,957.50	$7,957.50	$5,140.00	$ 5,140	$ 11,000.00	$ 11,000.00
106	6" HMA Pavement, Driveway	488	SY	$29.50	$ 14,396	$97.03	$47,350.64	$59.00	$ 28,792	$ 80.00	$ 39,040.00
107	5" PCC Pavement, Sidewalk/Trail	428	SY	$63.50	$27,178.00	$159.15	$68,116.20	$66.00	$ 28,248	$ 150.00	$ 64,200.00
	TOTAL AMOUNT OF ADD ALTERNATE 1				**$ 116,000**		**$ 232,749.06**		**$ 139,644**		**$ 186,333**
ADD ALTERNATE NO. 2 - 2,500,000 GALLON HYDROPILLAR ELEVATED STORAGE TANK IN PLACE OF THE 2,500,000 GALLON COMPOSITE ELEVATED STORAGE TANK		1	LS	$ -	$ 9,935,000		No Bid		$ 12,984,000		No Bid
	TOTAL AMOUNT OF BASE BID, ADD ALTERNATE NO. 1				**$ 8,885,000**		**$ 9,751,758.59**		**$ 9,884,000**		**$ 11,915,333**
	TOTAL AMOUNT OF ALTERNATES NO 1 AND NO. 2				**$ 10,051,000**		**No Bid**				**No Bid**

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK

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

Section 1. That the following bid for the construction of certain public improvements described in general as the NW Irvinedale Drive - Elevated Water Storage Tank, described in the plans and specifications heretofore adopted by this Council on September 18, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **CB&I Storage Tank Solutions, LLC** of **Plainfield, IL**

Amount of bid: **$9,751,758.59**

Portion of project: All construction work

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

PASSED AND APPROVED this 18th day of September, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

NW Water Tower 2023

W S N E

1 in = 200 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of September 5, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Minutes

MINUTES OF THE ANKENY CITY COUNCIL
Tuesday, September 5, 2023 5:30 p.m.
Ankeny Kirkendall Library - City Council Chambers
Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem
Council Members: Jeff Perry, Joe Ruddy, Todd Shafer, Kelly Stearns

---

Mayor Mark Holm called the meeting to order at 5:30 p.m. Council Members Bobbi Bentz, Jeff Perry, Joe Ruddy, and Todd Shafer were in attendance. Council Member Kelly Stearns joined the meeting electronically at 5:32 p.m. Stearns voted electronically due to audio difficulties; Stearns' votes were announced to the public. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

PUBLIC FORUM

1. Melisa Cox, Ankeny Area Chamber of Commerce, updated council on SummerFest.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the September 5, 2023 agenda as presented. Ayes: 4.

PUBLIC HEARING

1. PH 2023-46. Mayor Holm announced this is the time and place for a public hearing on a proposed amendment to the Ankeny Plan 2040 (Figure 12.10), Future Land Use Map, for the City of Ankeny, from Low Density Residential to Medium Density Residential. Property Description: approximately 45.14-acres (+/-) located south of NE 126th Avenue and East of N Ankeny Boulevard. Notice of this hearing was published in the Des Moines Register on the 25th day of August, 2023 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported that Hope Kimberley LLC is the property owner. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential. The applicant is now proposing to reclassify the future land use to Medium Density Residential. This request is accompanied by Rezoning Area A.

   Mayor Holm then asked for any public comment regarding the proposed amendment. Jeanne Uhl, 2350 NW 126th Ave, spoke about properties in the area. Council Member Ruddy moved, Bentz seconded, to close public hearing 2023-46. Ayes: 5.

2. PH 2023-47. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2150 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope Kimberley LLC from its current R-1, One-Family Residence District to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A). Layman's Description – approximately 34.56 acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard. Notice of this hearing was published in the Des Moines Register on the 25th day of August, 2023 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported that Hope Kimberley LLC submitted the request. This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA Area B, from Low Density Residential LDR to Medium Density Residential.

Mayor Holm then asked for any public comment regarding the proposed ordinance. Hearing no comments, Council Member Ruddy moved, Bentz seconded, to close public hearing 2023-47. Ayes: 5.

3. PH 2023-48. Mayor Holm announced this is the time and place for a public hearing on a proposed amendment to the Ankeny Plan 2040 (Figure 12.10) Future Land Use Map for the City of Ankeny from High Density Residential to Community Commercial. Property Description: approximately 7.73-acres (+/-) located south of NE 126th Avenue and west of NE Delaware Avenue. Notice of this hearing was published in the Des Moines Register on the 25th day of August, 2023 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported that Hope Kimberley LLC is the property owner. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as High Density Residential. The applicant is now proposing to reclassify the future land use to Community Commercial. This request is accompanied by Rezoning Area C.

   Mayor Holm then asked for any public comment regarding the proposed amendment. Hearing no comments, Council Member Bentz moved, Shafer seconded, to close public hearing 2023-48. Ayes: 5.

4. PH 2023-49. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2151 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope Kimberley LLC from its current R-1, One-Family Residence District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F) Layman's Description – approximately 9.54 acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue. Notice of this hearing was published in the Des Moines Register on the 25th day of August, 2023 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported that Hope Kimberley LLC is requesting to rezone 9.54 acres (Rezoning Area F) from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District. This rezoning request accompanies the applicant's request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA Area C, from High Density Residential to Community Commercial.

   Mayor Holm then asked for any public comment regarding the proposed ordinance. Hearing no comments, Council Member Perry moved, Ruddy seconded, to close public hearing 2023-49. Ayes: 5.

5. PH 2023-50. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2152 amending the zoning regulations, Chapter 192, of the

Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope Kimberley LLC from its current R-1, One-Family Residence District to PUD, Planned Unit Development (Rezoning Area B and E). Layman's Description (Area B) – approximately 88.5 acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard; and Layman's Description (Area E) – approximately 4.75 acres (+/-) of land south of NE 126th Avenue and west of NE Delaware Avenue. Notice of this hearing was published in the Des Moines Register on the 25th day of August, 2023 and notices were mailed to affected property owners as required by law.

Eric Jensen, Director of Community Development, reported that Hope Kimberley LLC is requesting the rezoning. The area subject to the rezoning consists of portions of five parcels. The properties are currently zoned R-1, One-Family Residence District; and properties to the east and west are similarly zoned. Properties to the north are zoned R-1, One-Family Residence District and Agricultural District, Polk County. Properties to the south are zoned R-3, Multiple-Family Residence District, restricted to single family residential, R-1, One-Family Residence District, and R-2, One-Family and Two-Family Residence District, restricted to single family residential only and 80' min. lot width. The Hope Kimberley Property PUD's concept shows a total of 399 lots for a total density of 3.75 units per acre.

Mayor Holm then asked for any public comment regarding the proposed ordinance. Hearing no comments, Council Member Ruddy moved, Bentz seconded, to close public hearing 2023-50. Ayes: 5.

6. PH 2023-51. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2153 amending the zoning regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, by rezoning certain real estate owned by Hope Kimberley LLC from its current R-1, One-Family Residence District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D). Layman's Description – approximately 66.98 acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue. Notice of this hearing was published in the Des Moines Register on the 25th day of August, 2023 and notices were mailed to affected property owners as required by law.

   Eric Jensen, Director of Community Development, reported that Hope Kimberley LLC is requesting the rezoning. The area subject to the rezoning consists of portions of five parcels and is generally located south of NE 126th Avenue and west of NE Delaware Avenue. The properties are currently zoned R-1, One-Family Residence District; and the surrounding properties are similarly zoned.

   Mayor Holm then asked for any public comment regarding the proposed ordinance. Hearing no comments, Council Member Ruddy moved, Bentz seconded, to close public hearing 2023-51. Ayes: 5.

7. PH 2023-52. 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 2023 Rally Complex Park Development project. Notice of this hearing was published in the Des Moines Register on the 18th day of August, 2023.

   Nick Lenox, Parks and Recreation Director, reported that the 2023 Rally Complex Park Development Project includes the construction of a 12-court post-tension concrete pickleball

facility, two softball fields, batting cages, and associated components, PCC sidewalks, parking lot, and turn lane improvements. Other associated improvements include water service, sanitary service, electrical utility service, irrigation, parking lot lighting installation, pickleball court lighting installation (ADD ALT), temp traffic control, pavement markings, erosion control, and landscaping. The project shall include installing lighting poles, footings, light fixtures, conduit, wiring, components, and associated improvements including the connection to an existing electrical source and to restroom/shelter, and surface restoration.

Mayor Holm then asked for any public comment regarding the proposed project. Hearing no comments, Council Member Shafer moved, Perry seconded, to close public hearing 2023-52. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of August 21, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of August 8, 2023.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of July 18, 2023.
4. Receive and file minutes of the Library Board of Trustee meeting of June 15 and July 20, 2023.
5. Receive and file minutes of the Human Rights Commission meeting of June 22, 2023.
6. Receive and file minutes of the Park Board meeting of June 26, 2023.

Licenses and Permits

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

Finance/Budget

9. Change Order #2 increasing the contract amount by $3,671.60 to All-Star Concrete LLC, for construction services on the N Ankeny Blvd and 18th St Intersection Improvements project.
10. Payment #13, $38,584.82 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
11. Payment #2, $124,917.53 to All-Star Concrete, LLC, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.
12. Payment #6, $29,099.50 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
13. Payment #28, $2,898.00 to FOX Strand, for engineering services on the Ankeny ASR project.
14. Payment #4, $43,410.00 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
15. Payment #5, $20,996.25 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
16. Payment #1, $68,955.27 to Olsson, Inc., for engineering services on the Fiber Optic Network Upgrade project.
17. Payment #13, $19,187.93 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
18. Payment #30, $7,912.74 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

19. Payment #31, $13,002.27 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
20. Payment #25, $42,028.17 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
21. Payment #3, $14,504.50 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.
22. Payment #5, $31,350.18 to Snyder & Associates, for engineering services on the SE Oralabor Rd & SE Creekview Dr Traffic Signal Replacement project.
23. Payment #4, $47,192.42 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
24. Payment #9, $158,300.36 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
25. September 5, 2023 Accounts Payable by fund: General $216,972; Hotel Motel Tax $346,395; Road Use Tax $95,009; Library Foundation $625; Solid Waste $5,073; Water $91,855; Sewer $5,542; Storm Water $7,527; Golf Course $57,850; Enterprise Project $286,891; Revolving $5,389; Risk Management $51,275; Health Insurance $196; Special Assessments $116,148; BAN/Bond Activity $25,500; Capital Projects $249,477; Payroll Totals $1,450,229; Transfers/ACH ($203,246); Agenda Payments approved separately ($662,340); Grand Total $2,146,367.
26. **RESOLUTION 2023-341** accepting a proposal from TNT Landscaping & Nursery in the amount of $41,886.00 for the 2023 City Facilities Planting project.
27. **RESOLUTION 2023-342** accepting a proposal from Ace Pipe Cleaning, Inc. in the amount of $125,625.00 for the inspection of the Southern Interceptor Trunk Sewer.

Community Development

28. **RESOLUTION 2023-343** accepting final plat, performance and maintenance bonds for public improvements, and platted easements for Aspen Ridge Commercial Plat 3.
29. **RESOLUTION 2023-344** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of storm sewer in Aspen Ridge Commercial Plat 3.
30. **RESOLUTION 2023-345** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Aspen Ridge Commercial Plat 3.
31. **RESOLUTION 2023-346** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Aspen Ridge Commercial Plat 3.
32. **RESOLUTION 2023-347** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for underground improvements, platted easements, parkland dedication agreement, sewer connection fee, and authorize cost-participation for upsizing of public water main for Canyon Landing Duplexes Plat 2 Final Plat.
33. **RESOLUTION 2023-348** approving plans and specifications, and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer and subgrade in Canyon Landing Duplexes Plat 2 Final Plat.
34. **RESOLUTION 2023-349** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Duplexes Plat 2.
35. **RESOLUTION 2023-350** authorizing the Mayor to sign a hold harmless agreement allowing Stubbs Development, Inc. to place a development sign in a portion of the City's Public Utility Easement and Landscape Easement on Canyon Landing Townhomes Plat 1
36. **RESOLUTION 2023-351** waiving approval of the final plat for Dylan Estates Plat 1.
37. **RESOLUTION 2023-352** accepting final plat and platted easements for Spal Automotive USA Plat 1.
38. **RESOLUTION 2023-353** receiving and filing an application for the annexation of and providing for the giving of notice for annexation of certain territory located adjacent to the SE quadrant of Ankeny owned by Legacy Housby, LLC.

Engineering

39. **RESOLUTION 2023-354** accepting public improvements in Kimberley Estates Plat 2 for utilities.
40. **RESOLUTION 2023-355** accepting public improvements in Kimberley Estates Plat 2 for subgrade.
41. **RESOLUTION 2023-356** accepting public improvements in Kimberley Estates Plat 2 for paving.

Capital Improvement Projects

42. **RESOLUTION 2023-357** accepting a proposal from On Track Construction in the amount of $133,550.00 for the construction of the 2023 Annual Storm Sewer Repairs project.

Administrative

43. Receive and file the RAGBRAI 2023 Report.
44. Receive and file the Ankeny SummerFest 2023 Report.
45. **RESOLUTION 2023-358** setting a public hearing on an ordinance amending the code of ordinances of the City of Ankeny, Iowa, by adding Chapter 58 – Provisions pertaining to the keeping of chickens within the City of Ankeny (date of hrg: 9/18/2023 @ 5:30 p.m.)

Approval of Consent Agenda Items

1. Council Member Shafer moved, second by Ruddy, to approve the recommendations for Consent Agenda Items CA-1 through CA-45. Ayes: Shafer, Ruddy, Bentz, Perry, Stearns.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2148.** An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides. Council Member Ruddy moved, Bentz seconded, to accept third consideration of ORDINANCE 2148, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Shafer, Perry, Stearns.
2. **Ord 2149.** An Ordinance amending Chapter 94.06 of the Municipal Code of the City of Ankeny, Sewer Connection Districts Established. Council Member Ruddy moved, Perry seconded, to accept second consideration of ORDINANCE 2149. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
3. **Ord 2150.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A) (PH 2023-47). Council Member Bentz moved, Ruddy seconded, to accept first consideration of ORDINANCE 2150. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
4. **Ord 2151.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F). (PH 2023- 49). Council Member Ruddy moved, Bentz seconded, to accept first consideration of ORDINANCE 2151. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.

5. **Ord 2152.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E). (PH 2023-50). Council Member Ruddy moved, Perry seconded, to accept first consideration of ORDINANCE 2152. Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
6. **Ord 2153.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D). (PH 2023-51). Council Member Bentz moved, Ruddy seconded, to accept first consideration of ORDINANCE 2153. Ayes: Bentz, Ruddy, Perry, Shafer, Stearns.
7. **Ord 2154.** An ordinance amending Chapter 82 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails. Council Member Ruddy moved, Bentz seconded, to accept first consideration of ORDINANCE 2154. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.
8. **Ord 2155.** An ordinance amending Chapter 132 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails. Council Member Ruddy moved, Bentz seconded, to accept first consideration of ORDINANCE 2155. Ayes: Ruddy, Bentz, Perry, Shafer, Stearns.

NEW BUSINESS

1. Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope Kimberley LLC from Low Density Residential to Medium Density Residential use classification (LUPA Area B) (PH 2023-46). Council Member Ruddy moved, Perry seconded, to adopt **RESOLUTION 2023-359** approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from Low Density Residential to Medium Density Residential (LUPA Area B). Ayes: Ruddy, Perry, Bentz, Shafer, Stearns.
2. Proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for the City of Ankeny, Iowa, reclassifying property owned by Hope Kimberley LLC from High Density Residential to Community Commercial use classification (LUPA Area C) (PH 2023-48). Council Member Perry moved, Bentz seconded, to adopt **RESOLUTION 2023-360** approving a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property from High Density Residential to Community Commercial (LUPA Area C). Ayes: Perry, Bentz, Ruddy, Shafer, Stearns.
3. Proposed North Four Mile Creek Trunk Sewer - Phase 2 Professional Services Agreement with Foth Infrastructure and Environment, LLC. (Foth) Council Member Bentz moved, Perry seconded, to approve the Professional Services Agreement with Foth, for the design engineering and bidding phase services on the North Four Mile Creek Trunk Sewer - Phase 2 Project in an amount not to exceed $29,000.00 and the Mayor to execute said agreement. Ayes: Bentz, Perry, Ruddy, Shafer, Stearns.
4. Faith Baptist College Homecoming Council Member Bentz moved, Shafer seconded, to approve the request by Faith Baptist College to suspend enforcement of certain provisions of Chapter 44 and Chapter 41.09 providing: 1) approval be specific to qualified personnel on the Faith Baptist College campus and 2) completion of notification to neighbors within 250'. Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.

ADJOURNMENT

1. Meeting adjourned at 6:34 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 9/15/23.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of August 22, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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P&Z Minutes 2023-08-22

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, August 22, 2023

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

CALL TO ORDER
Chair Ted Rapp called the August 22, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

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

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve the August 22, 2023 agenda without amendments. Second by G.Hunter. 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 August 8, 2023 minutes of the Plan and Zoning Commission meeting.
Item #2. Aspen Ridge Commercial Plat 3 Final Plat
Motion to recommend City Council approval of the Aspen Ridge Commercial Plat 3 Final Plat.
Item #3. Canyon Landing Duplexes Plat 2 Final Plat
Motion to recommend City Council approval of the Canyon Landing Duplexes Plat 2 Final Plat; and recommend City Council authorization of cost-participation for upsizing of public water main along NE 38th Street in the amount estimated to be $24,200.00.
Item #4. Canyon Landing Plat 3 Final Plat
Motion to recommend City Council approval of the Canyon Landing Plat 3 Final Plat.
Item #5. Ankeny Northwest Water Tower Plat 1 Final Plat
Motion to recommend City Council approval of the Ankeny Northwest Water Tower Plat 1 Final Plat.
Item #6. 3755 NW Irvinedale Drive - Elevated Water Storage Tank Site Plan
Motion to approve the site plan for 3755 NW Irvinedale Drive, Elevated Water Storage Tank.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #6. Second by R.Weisheit. All voted, aye. Motion carried 7– 0.

PUBLIC HEARINGS
Item #7. 98 Investments, LLC, request to rezone property from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District

Chair T.Rapp opened the public hearing.

Staff Report: D.Silverthorn reported 98 Investments, LLC, is requesting to rezone property from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District.

He said the area subject to the proposed rezoning consists of one parcel totaling 0.29 acres located south of W 1st Street, north of SW 3rd Street, and adjacent to the Ankeny Market & Pavilion. He commented that the neighboring property to the north and east are zoned the same, while properties to the south are zoned C-2A, Central Business Commercial District, and properties to the west are zoned R-2, One-Family and Two-Family Residence District. The proposed rezoning aligns with The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, which indicates this property as Uptown (UP). D.Silverthorn presented the current zoning map, which shows the parcel is zoned C-2 and commented that rezoning it to C-2A, Uptown, would align with what is shown on the Future Land Use Map. He provided background on the compilation of The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map for this area and noted that 82% of the participants were in favor of more retail, shopping and entertainment businesses; and 84% wanted to see the Uptown District in Ankeny revitalized. D.Silverthorn said based on the public participation and other findings, the Comprehensive Plan outlined certain goals and policies for continuing efforts to improve and revitalize Uptown such as pedestrian-scale architecture, streetscape, and upper-floor residential. He stated that the proposed rezoning could most significantly capitalize on the trailhead and specialty retail. He said the rezoning to C-2A basically allows the same exact uses as C-2 except it provides for additional flexibility regarding special use permits, lot and area regulations, parking and landscaping. He noted that the developer has submitted the required petitions and all legal notifications were met. Staff will present a complete staff report and recommendation at the next Plan and Zoning Commission meeting on September 6, 2023.

Brent Culp, Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny representing 98 Investments, LLC presented a rezoning exhibit, which showed the surrounding properties that have signed off on the proposed rezoning. He asked if the Commission had any questions.

T.Rapp said he noticed that the parcel for the proposed rezoning seems to overlap part of the AMP parking lot. Brent Culp responded that he noticed the discrepancy, also saying the information/map came from the Polk County Assessor. T.Rapp asked if there is a proposed change of use. Brent Culp responded, none that he was aware of at this time.

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

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

BUSINESS ITEMS

Item # 8. Request by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., DRA Properties, LLC, and Gene C. Hildreth, Jr. for 80/20 Voluntary Urbanized Annexation of property into the City of Ankeny (Hope Kimberley 2.0)

Staff Report: J.Heil reported the request is for the annexation of approximately 422.15 acres of land adjacent to the City's northeastern boundary. Generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. He stated that seven of the property owners own 11 of the 19 properties included in the proposed annexation. He commented that the land area consists of 345.63 acres owned by consenting property owners and 76.52 acres are owned by non-petitioned property owners. He presented an aerial map representing all the property included in the request. J.Heil stated that the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. He stated the non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. He noted that the annexation area is located within two miles of the City of Alleman and approximately 12.51 acres of public road right-of-way are included. The Ankeny 2040 Comprehensive Future Land Use Map was presented. J.Heil stated that if the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. He provided an overview of utility services that will be provided for this land area. He stated that there is a consultation meeting scheduled for August 24, 2023, which is a requirement for all 80/20 voluntary annexations. Staff recommend that the Plan and Zoning Commission recommend that City Council approve the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

T.Rapp asked whether including the Four Mile Four County Plat as a part of this annexation is to create a uniform boundary. E.Jensen said, yes. T.Rapp questioned why the City would annex land north, outside of The Ankeny 2040 Comprehensive Plan. E.Jensen explained that the City's adopted annexation policy states that the preference is to annex land within the urban growth area, which is the Future Land Use Map; and the policy further states that the City can annex out of that area if it makes sense and is able to serve the growth area. He shared a map that showed the City's ability to serve sanitary sewer up to NE 134th Avenue. E.Jensen noted that if the land is annexed into the City, the adjacent land uses shown on the Future Land Use Map would extend to the newly annexed area.

R.Weisheit confirmed that new water lines would be run during the development of the land to supply water to the area. J.Heil said, yes. The developer would be required to add them.

L.West asked who received the notice regarding the Consultation meeting. J.Heil said the Code requires for this request, the Polk County Board of Supervisors, Lincoln Township Trustees and Clerk, the Polk County Land Use Planning Manager, the Ankeny and North Polk Community School District Superintendents.

The correspondence from Alleman Mayor Bob Kremme was included in the Commission's packet for this request.

There were no further discussions.

Motion by G.Hunter to recommend City Council approval of the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation. Second by A.Renaud. All voted aye. Motion carried 7 – 0.

REPORTS

City Council Meeting

E.Jensen reported on the August 21, 2023 City Council meeting. E.Jensen shared that the Council had a work session that included a discussion on urban chickens and the Experience Park along the bike trail. He will provide information to the Commission when appropriate.

Director's Report

E.Jensen presented the tentative agenda items for the September 6, 2023 Plan and Zoning Commission meeting.

Commissioner's Reports

T.Flack asked if there is information on which streets have been reopened after construction. E.Jensen said he would forward the notice that went out to the public to the Commission.

MISCELLANEOUS ITEMS

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

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Meeting adjourned at 6:53 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of August 22, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
ZBOA Minutes 2023-08-22

Meeting Minutes

Zoning Board of Adjustment

Tuesday, August 22, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Chair Matt Ott called the August 22, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

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

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

MINUTES OF THEJULY 18, 2023 REGULAR MEETING
Motion by N.Sungren to approve the July 18, 2023 meeting minutes as submitted. Second by B.Walker. All voted aye. Motion carried 3 – 0 – 2 (Abstain: M.Ott and K.Tomlinson)

COMMUNICATIONS / CORRESPONDENCE
There were no communications.

BUSINESS ITEMS
PUBLIC HEARINGS:

#17-02 (2023)
Brandon Wheelock
Wheelock & Family, Inc.
dba Luddy's Tavern
for property located at
106 SW State Street, Ste. 100
Lot 1, Frontier Village Plat 1
RE: Special Use Permit

Chair M.Ott opened the public hearing.

The applicant, Brandon Wheelock, was not in attendance due to flight delays related to Hurricane Hilary in Los Angeles.

R.Kirschman reported Luddy's Tavern at 106 SW State Street, Suite 100 is requesting a Special Use Permit to allow an outdoor service area. He said the proximity of the outdoor service area to a residential zoning district is the condition, which requires the establishment to obtain a Special Use Permit. The existing outdoor service area is currently located on the east side of the building. He stated the subject property is zoned C-1, Neighborhood Retail Commercial District. The properties located directly to the east and west are zoned R-2, One-Family and Two-Family Residence District. R.Kirschman said that the space was previously owned by Crankie's Inc. dba Wheel House Pizzeria & Pub, and was approved for a Special Use Permit in 2017. The new owner is not proposing any changes to the patio except the hours of operation. He noted that the previous hours approved were 3:00 p.m. to 11:00 p.m. Monday – Thursday; 11:00 a.m. – 12:00 a.m. Friday – Saturday; 9:00 a.m. – 11:00 p.m. Sunday. He stated the applicant is proposing to align the outdoor service hours with their hours of operation, which is 10:00 a.m. - 12:00 a.m. Monday – Sunday. Public Notices were mailed and staff has not received any correspondence for or against the request. The staff position is that the Zoning Board of Adjustment grant a Special Use Permit in accordance with Sections 130.07 and 196.02(1)(I) to Brandon J. Wheelock, Wheelock & Family, Inc., dba Luddy's Tavern at 106 SW State Street, Suite 100 for an outdoor service area to run concurrently and terminate with the liquor license for said establishment provided the following conditions are met:

1. The permittee must comply with, and noise enforcement will be in accordance with, Municipal Code Chapter 44, Noise Control. If a Noise Permit is issued in accordance with Chapter 44, hours of operation for the event shall be consistent with the hours set out in this Special Permit and those hours shall be specifically set out in the Noise Permit.
2. All appropriate building permits and building code regulations need to be reviewed and met.
3. Seating on the patio for 29 persons.
4. Hours of operation are 10:00 a.m. - 12:00 a.m. Monday – Sunday.
5. This Special Use Permit may be reviewed annually by staff for approval.

K.Tomlinson asked whether the Board has approved other establishments with patio hours that operate until midnight Monday – Thursday, that are not in an entertainment district? E.Jensen responded yes. He commented that he would find the names/hours of other establishments and forward them to the Board.

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

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

The Board's discussion included the extension is one hour on weekdays, closest residential is to the west, no concerns raised by residents who were notified, Luddy's will need to comply with the noise ordinance, and if there are complaints, it would come back to the Board for further review.

Board Action on Filing #17-02 (2023) property located at 106 SW State Street, Ste. 100
Motion by J.Baxter that the Zoning Board of Adjustment grant a Special Use Permit in accordance with Sections 130.07 and 196.02(1)(I) to Brandon J. Wheelock, Wheelock & Family, Inc., dba Luddy's Tavern at 106 SW State Street, Suite 100 for an outdoor service area to run concurrently and terminate with the liquor license for said establishment provided the following conditions are met:

1. The permittee must comply with, and noise enforcement will be in accordance with, Municipal Code Chapter 44, Noise Control. If a Noise Permit is issued in accordance with Chapter 44, hours of operation for the event shall be consistent with the hours set out in this Special Permit and those hours shall be specifically set out in the Noise Permit.
2. All appropriate building permits and building code regulations need to be reviewed and met.
3. Seating on the patio for 29 persons.
4. Hours of operation are 10:00 a.m. - 12:00 a.m. Monday – Sunday.
5. This Special Use Permit may be reviewed annually by staff for approval.

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

NEW BUSINESS
There was no new business.

REPORTS
Renewed Special Use Permits
#16-02 Filet Steakhouse, LLC, 1802 N Ankeny Blvd., Suite 100

There being no further business, meeting adjourned at 5:10 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of August 14, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Civil Service minutes

Meeting Minutes

Civil Service Commission

Monday, August 14, 2023
11:30 a.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 07-10-23.

Tracy moved to approve the minutes from July 10, 2023. Luetje seconded the motion. All voted aye and the motion carried

2. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO FLEET TECHNICIAN IN THE PUBLIC WORKS DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Blase moved to certify the list of applicants eligible for appointment to Fleet Technician in the public works 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	Golly	Cory
2	Holt	Steve
3	Bohning	Broc
3	McConnell	William
5	Montgomery	Alex
6	Tingley	Cody
7	Curtis	Joshua
8	Koenigstein	Shannon
9	Johnson	Phillip

3. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO DIVISION CHIEF OF COMMUNITY RISK REDUCTION IN THE FIRE DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

Luetje moved to certify the list of applicants eligible for appointment to Division Chief of Community Risk Reduction in the fire 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	Marty	Greg
2	VerHuel	Craig
3	Pittschneider	Thomas

4. MOTION TO CERTIFY THE LIST OF APPLICANTS ELIGIBLE FOR APPOINTMENT TO FACILITIES MAINTENANCE TECHNICIAN IN THE PARKS AND RECREATION DEPARTMENT, SUBJECT TO PASSING ANY FURTHER DEPARTMENTAL REQUIREMENTS.

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

RANK	LAST NAME	FIRST NAME
1	Fink	Keith
2	Perry	Tanner
2	Ponx	Dwane
4	Miller	Ethan
4	Pester	Robert
4	Rose	James
4	Slauson	Tucker
8	Johnson	Derrek
9	Meis	Christopher
10	McKinney	Nathan
11	Cline	Chris
12	Gerber	Eric
13	Gomez	Caleb
14	Jennings	Austin
15	Dunn	Nicholas
15	Leach	David
17	Ballard	Fred
18	Stock	Raymond

5. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 11:37 a.m.
Next meeting: tentative Monday, September 11, 2023, at 11:30 am.

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

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve tobacco/vapor permit in the City of Ankeny.

EXECUTIVE SUMMARY:

In accordance with the City of Ankeny Code of Ordinances Chapter 131, "Cigarette and Tobacco Permits," the following licensee(s) have submitted an application which has met all requirements and is now being presented to the City Council for approval.

1. Vape World and Tobacco LLC, 802 SE Oralabor Rd, Ste 121, Ankeny, IA (Renewal) - Effective September 18, 2023 through June 30, 2024.

FISCAL IMPACT: **Yes**

Licensee has paid the annual license fee of $100.00 to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of permit(s).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Cigarette Applications

Iowa Department of REVENUE

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor

tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 9 / 18 / 23 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: VAPE WORLD AND TOBACCO LLC

Physical location address: 802 SE ORALABOR RD STE 121 City: ANKENY ZIP: 50021

Mailing address: 802 SE ORALABOR RD City: ANKENY State: IA ZIP: 50021

Business phone number: 984 278 2149

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☑ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP VAPE WORLD AND TOBACCO LLC

Mailing address: 802 SE ORALABOR RD STE 121 City: ANKENY State: IA ZIP: 50021

Phone number: 984 278 2149 Fax number: _____ Email: Qmir718ny@Gmail.com

Retail Information:

Types of Sales: Over-the-counter ☑ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☑

Types of Products Sold: (Check all that apply)
Cigarettes ☐ Tobacco ☑ Alternative Nicotine Products ☐ Vapor Products ☑

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☑
Has vending machine that assembles cigarettes ☐ Other ☐ _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): KHALED Shahbain Name (please print): _____

Signature: _____ Signature: _____

Date: 9/8/23 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: $100.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: City of Ankeny
- New ☐ Renewal ☑

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Cabaret Ankeny, LLC d/b/a Cabaret, 2785 N Ankeny Blvd., Ste 18 & 19. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective October 2, 2023.

2. Jade Garden, LLC, d/b/a Jade Garden Restaurant & Lounge, 602 N Ankeny Blvd., - Class C Retail Alcohol License (LC) (Renewal) includes Catering - Effective October 8, 2023.

3. Nonna's LLC, d/b/a Nonna's Pizza & Pasta, 1802 N Ankeny Blvd., Ste. 100A - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective October 25, 2023.

4. Whiskey House LLC, d/b/a Whiskey House, 2510 SW White Birch Dr., Ste. 8 & 9 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective September 30, 2023.

5. Ankeny Dram Shop FFE Leasing LLC, a/b/a Whiskey River Ankeny, 1350 SW Vintage Pkwy - Class C Retail Alcohol License (LC) (Entity Name Changed) includes Outdoor Service, Catering - Effective September 15, 2023. PENDING DRAM ENDOREMENT

6. Apres Bar Co, LLC, d/b/a Apres Bar Co., 1055 SW Prairie Trail (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective September 25, 2023.

FISCAL IMPACT: **Yes**

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Finance	Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Finance Report

Annette Graeve
Finance Officer
Finance Department

Monthly Finance Report – August 2023

To the Honorable Mayor and City Council:

The financial reports for the month of August are submitted herewith. As in previous years, August continues to be a month in which the City spends more cash than it receives. Although the general fund is most impacted by the delay in tax collections, the greatest reduction of cash typically comes from the capital projects funds. The decrease in cash balance will continue through the month of September for those funds dependent on property taxes as the remittance of property tax collection is not scheduled until October.

Since July 1, the capital projects funds (utility fund capital projects, special assessments and capital projects) have seen a decrease in cash of $10,190,994 or 20.92%. One of the main reasons is the receipt of bond proceeds for construction shortly before the fiscal year end, which creates a cash pool for capital projects at the beginning of the construction season. The timing of the bond issues and the construction season year naturally creates a scenario for cash balance reduction during the summer months.

Some of the major projects include the High Trestle Trail Transmission Main, South Ankeny Boulevard Transmission Main, NW 18th Reconstruction from NW Ash Drive to North Ankeny Boulevard, SW State Street Reconstruction from SW Ordnance to West 1st Street and NE Delaware Avenue Reconstruction from NE 5th Street to NE 18th Street. The revenues and expenditures for all of the capital projects are included on the Utility *Capital Projects Cash Balance Summary* and *Capital Projects Cash Balance Summary* reports. There are some capital projects with negative cash balances which will be offset by grant reimbursements, transfers from other funds and general obligation bonds. With a capital expenditure budget of $51,900,671 for fiscal year 2024, these activities represent 27.12% of the City's entire budget but have accounted for 49.20% of the total dollars spent thus far during the fiscal year.

In addition to capital projects, the City continues to be busy with seasonal activities. Revenues and expenditures associated with these types of activities are typically higher during the summer months and lower during the winter months. Activities affected by this cycle include the aquatic centers, Hawkeye Park concessions, Otter Creek Golf Course and the water utility. This is evident by looking at the *Major Operating Funds – Budget versus Actual* report. Actual revenues through August for most of these activities are higher than the "typical" percentage of 16.67.

Predicting the timing of cash outlays for capital improvements can be challenging. The summer is a time when it is expected that cash will be reduced and capital expenditures account for a substantial portion of the cash reduction. As the 2023 Capital Improvement Program continues to be implemented, this trend can be expected to continue throughout the next few months.

Respectfully submitted,

Annette Graeve
Finance Officer

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

Cash Basis Fund Balances	$ 143,557,592.44
Investments	$ 129,655,067.61
Checking Account Balance (per bank)	15,151,467.02
Deposits in Transit	103,292.89
Outstanding Checks	(1,356,795.08)
Cash Drawer/Petty Cash *	4,560.00
Total	$ 143,557,592.44

* Cash Drawer/Petty Cash:

Aquatic Centers	$ 860.00
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - Pickleball	-
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	$ 4,560.00

City of Ankeny
Cash Balance Summary
August 31, 2023

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance August 31, 2023
General:							
General	100	$ 35,273,769.10	$ 3,960,984.73	$ -	$ 7,177,239.87	$ -	$ 32,057,513.96
Hotel/Motel Tax	233	578,066.43	-	-	37,298.82	-	540,767.61
Special Revenue:							
Fire Gift	220	33,104.14	550.00	-	-	-	33,654.14
Hawkeye Park Player Fees	240	37,850.78	2,895.00	-	-	-	40,745.78
Police Gift	250	10,176.53	-	-	-	-	10,176.53
Road Use Tax	260	9,930,750.11	1,518,790.71	-	1,078,892.42	-	10,370,648.40
Police Seizure	270	99,392.04	60.08	-	12,491.14	-	86,960.98
Tax Increment Financing	280	2,433,185.10	522,681.23	-	-	-	2,955,866.33
Police and Fire Retirement	290	1,547,627.46	16,387.32	-	422,307.88	-	1,141,706.90
Landfill Post-Closure	295	86,375.45	-	-	-	-	86,375.45
Friends of the Ankeny Library	430	86,817.57	2,326.45	-	28,385.87	-	60,758.15
Park Dedication	440	499,761.95	-	-	-	-	499,761.95
Sports Complex Foundation	445	131,474.06	11,055.00	-	-	-	142,529.06
Ankeny Garden Club	446	9,566.84	-	-	-	-	9,566.84
Miracle Park Fund	448	69,996.82	300.00	-	630.94	-	69,665.88
Dog Park Trust Fund	449	1,376.46	-	-	-	-	1,376.46
P&R Scholarship Fund	450	27,173.90	-	-	291.75	-	26,882.15
Civic Trust Fund	484	322,833.46	17,267.92	-	-	-	340,101.38
Debt Service	300	1,890,977.70	17,602.19	-	-	-	1,908,579.89
Enterprise:							
Solid Waste	500	459,780.72	231,578.96	-	203,699.81	-	487,659.87
Utility Deposits	505	406,262.12	41,135.67	-	45,450.00	-	401,947.79
Water Operations	510	16,671,547.67	4,714,756.49	-	2,413,083.19	324,689.20	18,648,531.77
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,940,827.30	-	324,689.20	-	-	2,265,516.50
Sewer Operations	550	12,344,479.03	3,049,915.81	-	2,053,926.79	-	13,340,468.05
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	2,052,671.85	599,112.73	-	187,079.99	-	2,464,704.59
Golf Course	590	1,823,641.03	781,965.62	-	470,548.55	-	2,135,058.10
Capital Project:							
Utility Fund Capital Projects	6**	13,057,074.43	3,096,468.48	374.00	5,868,220.14	374.00	10,285,322.77
Special Assessments	8**	22,157.71	396,216.00	-	-	-	418,373.71
Capital Projects	8** & 9**	35,629,809.37	1,653,399.38	668.72	9,468,857.56	668.72	27,814,351.19
Total Budgeted		$ 142,641,645.25	$ 20,635,449.77	$ 325,731.92	$ 29,468,404.72	$ 325,731.92	$ 133,808,690.30
Internal Service:							
Revolving	710	611,246.64	161,440.15	-	220,034.54	-	552,652.25
Risk Management	720	960,958.60	67,913.05	-	739,349.76	-	289,521.89
Health Insurance	730	6,437,221.18	825,891.41	-	743,250.14	-	6,519,862.45
Sustainability Revolving Loan	770	29,728.79	-	-	-	-	29,728.79
Economic Development Revolving	780	273,191.85	-	-	-	-	273,191.85
Equipment Reserve	790	2,083,944.91	-	-	-	-	2,083,944.91
Total Unbudgeted		$ 10,396,291.97	$ 1,055,244.61	$ -	$ 1,702,634.44	$ -	$ 9,748,902.14
Total [1]		$ 153,037,937.22	$ 21,690,694.38	$ 325,731.92	$ 31,171,039.16	$ 325,731.92	$ 143,557,592.44

[1] Includes interfund transactions.

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

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance August 31, 2023
Utility Fund Capital Projects:							
Water Main Replacement	610	$ 1,577,814.78	$ -	$ -	$ 173,754.57	$ -	$ 1,404,060.21
Northwest Water Tower	611	(439,540.00)	-	-	4,620.00	-	(444,160.00)
SE Magazine Storage Tank Repaint	612	50,000.00	-	-	-	-	50,000.00
North Ankeny Blvd Water Main	614	22,748.79	-	-	-	-	22,748.79
NE 36th St & NE 38th St Water Main Loop	618	240,563.25	-	-	27,719.25	-	212,844.00
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	111,891.56	-	-	-	-	111,891.56
SW Irvinedale Dr Transmission Main-Ph 3	623	(14,877.41)	-	-	-	-	(14,877.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(43,963.49)	2,135,118.68	-	2,828,326.93	-	(737,171.74)
Aquifer Storage Replacement #1	632	339,622.35	-	-	227,995.40	-	111,626.95
S Ankeny Blvd Transmission Main	633	-	961,349.80	-	1,059,605.19	-	(98,255.39)
NW 36th & NW Weigel Water Main	634	22,084.91	-	-	-	-	22,084.91
High Trestle Trail Transmission-Phase 2	637	(374.00)	-	374.00	-	-	-
SE Delaware Grnd Storage Tank Repaint	638	359,775.00	-	-	2,461.34	374.00	356,939.66
Sanitary Sewer Replacement	650	1,962,647.46	-	-	130,422.83	-	1,832,224.63
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	135,456.87	-	-	-	-	135,456.87
Canyon Landing Sanitary Sewer Cost Share	654	-	-	-	-	-	-
Otter Creek Trust Sewer-Phase 4	655	236,589.72	-	-	34,519.50	-	202,070.22
NE Crestmoor San Sewer Replacement	656	511,010.01	-	-	447,098.95	-	63,911.06
Otter Creek Trunk Sewer Extension	657	416,786.18	-	-	-	-	416,786.18
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	405,125.96	-	-	88,810.35	-	316,315.61
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	2,783,603.66	-	-	645,402.77	-	2,138,200.89
Deer Creek Trunk Sewer	661	475,253.92	-	-	-	-	475,253.92
Storm Sewer Replacement	680	750,322.13	-	-	-	-	750,322.13
Tradition Detention Basin	682	-	-	-	-	-	-
SE Creekview Drive Wetland	683	(2,500.00)	-	-	-	-	(2,500.00)
High Trestle Trail Channel Stab. - Phase 2	684	-	-	-	-	-	-
Westwinds Storm Sewer Extension	685	218,904.67	-	-	62,599.37	-	156,305.30
Sawgrass Park Dam Improvement	686	-	-	-	-	-	-
Tradition Park Basin Flood Repair	687	-	-	-	-	-	-
High Trestle Trail Channel Stab. - Phase 1	688	109,768.50	-	-	34,463.61	-	75,304.89
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	42,375.01	-	-	646.76	-	41,728.25
SE 3rd Street Storm Sewer Improvements	695	739,228.14	-	-	96,692.33	-	642,535.81
Tributary to Four Mile Creek Stabilization	696	97,108.60	-	-	3,080.99	-	94,027.61
Total Utility Fund Capital Projects		$ 13,057,074.43	$ 3,096,468.48	$ 374.00	$ 5,868,220.14	$ 374.00	$ 10,285,322.77

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

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance August 31, 2023
Capital Project Funds:							
PRSC Tennis Courts Overlay	882	$ 360,000.00	$ -	$ -	$ -	$ -	$ 360,000.00
NW State St Extension Preliminary Design	885	402,880.86	-	-	91,717.00	-	311,163.86
S Anky Blvd Imprv-SE Pete to 1st Street	886	175,255.17	-	-	83,634.05	-	91,621.12
SW Magazine & SW State Intersection	887	60,000.00	-	-	-	-	60,000.00
Fiber Optic Network Upgrade	888	200,000.00	-	-	-	-	200,000.00
SE Corp Woods & SE Crosswinds Traffic	889	40,000.00	-	-	4,428.50	-	35,571.50
NE 62nd RBC Culvert for 4 Mile Creek	892	75,000.00	-	-	3,400.00	-	71,600.00
NW 36th & NW Weigel Asphalt Overlays	895	200,746.13	-	-	2,717.25	-	198,028.88
NE 36th Reconstruction-I-35 to Four Mile	896	(463,337.87)	-	-	-	-	(463,337.87)
Des Moines Street Parks Development	897	2,467,163.96	-	-	82,498.50	-	2,384,665.46
High Trestle Trail Restroom & Amenities	898	60,000.00	-	-	-	-	60,000.00
BAN/Bond Activity	900	916,959.10	181,308.05	-	23,707.21	-	1,074,559.94
Fire Station No. 4	901	825,827.79	-	-	71,643.79	-	754,184.00
Lakeside Center Repurposing	903	315,000.00	-	-	-	-	315,000.00
Signature Park	904	-	-	-	-	-	-
Senior Center	905	422,241.34	-	-	1,077.21	-	421,164.13
Public Works Winter Ops Satellite Facility	907	90,000.00	-	-	-	-	90,000.00
SE Hulsizer Road Realignment	908	19,921.96	-	-	-	-	19,921.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	-	-	-	-	-	-
N Ankeny Blvd & 18th St Int Improvements	913	159,660.70	-	-	198,031.21	-	(38,370.51)
Park Maintenance Facility Renovation	914	9,902.00	-	-	-	-	9,902.00
Pavement Preservation Program	915	(70,937.05)	-	-	-	-	(70,937.05)
Annual Street Replacement Program	916	1,836,677.75	-	-	793,012.37	-	1,043,665.38
Elementary Schools Walkability Imprvmts	917	(35,502.00)	-	-	53,430.14	-	(88,932.14)
Prairie Ridge Sports Complex	920	68,299.02	-	-	14,427.25	-	53,871.77
NW Irvinedale & NW 18th Inters Imprvmts	922	93,403.50	-	-	33,652.50	-	59,751.00
NE Frisk Dr Bridge Over Deer Creek	924	90,000.00	-	-	-	-	90,000.00
Miracle Field	925	49,215.10	-	-	-	-	49,215.10
Ankeny Market & Pavilion	926	-	-	-	-	-	-
Community Entrance Signage	927	48,554.20	-	-	-	-	48,554.20
Library	928	103,522.58	-	-	-	-	103,522.58
SW Oralabor & SW Edgewood Intersection	929	50,000.00	-	-	-	-	50,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	2,452.18	-	-	-	-	2,452.18
Cherry Glen Ballfield	933	151,084.70	-	-	185,415.78	668.72	(34,999.80)
Ankeny Public Services Library Remodel	934	-	-	-	-	-	-
NW 36th & NW State Interim Improvements	935	(59,743.47)	-	-	-	-	(59,743.47)
Annual Sidewalks/Trails	936	322,670.25	-	-	301,516.19	-	21,154.06
Older Parks Renovation	937	86,980.19	-	-	-	-	86,980.19
High Trestle Trail Extension	938	(1,621,992.61)	-	-	76,817.36	-	(1,698,809.97)
NE 18th St Asphalt-Meadow View to Cty 38th	941	-	-	-	-	-	-
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
I35 & Corp Woods Interchange Report	946	50,000.00	-	-	-	-	50,000.00
South Ankeny Blvd & SE Shurfine	947	-	-	-	-	-	-
N Ankny Blvd Imprvmnts - 1st St to 11th St	949	250,000.00	-	-	-	-	250,000.00
Asphalt Street Resurfacing	950	708,754.25	-	-	263,744.97	-	445,009.28
E 1st/I-35 Interchange Improvements	951	1,111,569.00	-	-	-	-	1,111,569.00
NW 18th Recon-NW Ash to N Anky Blvd	953	4,270,439.92	-	-	2,196,479.05	-	2,073,960.87
NE Four Mile Drive RCB Culvert	955	190,327.93	-	-	-	-	190,327.93
Rock Creek Trail & Native Plantings	957	4,718.85	-	-	39,598.18	-	(34,879.33)
NW 18th St Extension-Weigel to Spruce	959	783,047.90	-	-	354.33	-	782,693.57
SE Creekview Paving/Drainage	962	-	-	-	-	-	-
Street Patching Program	963	1,291,913.53	-	-	523,140.81	-	768,772.72
Traffic Signalization	965	1,741,077.73	-	-	64,128.86	-	1,676,948.87
Traffic Timing Study	966	-	-	-	-	-	-
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordnance to W 1st	968	1,765,148.18	-	-	978,748.12	-	786,400.06
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	(449,119.94)	-	-	58,348.53	-	(507,468.47)
Park Development	973	469,143.42	6,500.00	668.72	34,560.91	-	441,751.23
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	373,440.00	-	-	10,718.87	-	362,721.13
Prairie Trail Public Improvements	977	4,818,149.83	-	-	-	-	4,818,149.83
NE Delaware Reconstruction 5th-18th	979	2,574,615.20	1,465,591.33	-	1,351,734.97	-	2,688,471.56
S Ankeny & Magazine Safety	982	(106,009.17)	-	-	897.00	-	(106,906.17)
SE Crosswinds/SE 77th Improvements	983	(2,391,441.09)	-	-	160,614.94	-	(2,552,056.03)
Ankeny Library Playground	984	-	-	-	-	-	-
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	(34,410.76)	-	-	-	-	(34,410.76)
High Trestle Trail Trailhead & Pkg Lot	989	74,205.79	-	-	4,351.49	-	69,854.30
High Trestle Trail Experience Park	990	665,691.25	-	-	950.00	-	664,741.25
City Hall Council Chamber Renovation	991	-	-	-	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	981,790.48	-	-	635,709.52	-	346,080.96
SE Delaware Widening	993	30,981.93	-	-	75,873.02	-	(44,891.09)
Delaware & Corporate Woods Intersection	994	-	-	-	-	-	-
Street/Sidewalk Oversizing	995	34,619.72	-	-	(950.25)	-	35,569.97
HVAC Replacement - City Hall	996	-	-	-	-	-	-
Capital Projects Reserve	997	6,916,103.39	-	-	-	-	6,916,103.39
SW Oralabor & State Safety Improvements	998	1,762,112.94	-	-	1,048,727.93	-	713,385.01
Total Non Utility Fund Capital Projects		$ 35,629,809.37	$ 1,653,399.38	$ 668.72	$ 9,468,857.56	$ 668.72	$ 27,814,351.19

City of Ankeny
Revenue Summary by Fund
August 31, 2023

Fund	Budget Number	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of August 31, 2023	Variance	Percent [2]
General:							
General	100	$ 40,677,426.76	$ 44,806,791.52	$ 45,242,433.00	$ 3,960,984.73	$ (41,281,448.27)	8.76%
Hotel/Motel Tax	233	2,664.51	19,235.10	6,000.00	-	(6,000.00)	0.00%
Special Revenue:							
Fire Gift	220	2,439	6,536	5,300.00	550.00	(4,750.00)	10.38%
Hawkeye Park Player Fees	240	9,378.03	7,641.94	10,400.00	2,895.00	(7,505.00)	27.84%
Police Gift	250	4,209.82	4,073.60	4,100.00	-	(4,100.00)	0.00%
Road Use Tax	260	9,074,922.97	9,577,651.33	8,935,310.00	1,518,790.71	(7,416,519.29)	17.00%
Police Seizure	270	12,434.91	22,100.89	6,800.00	60.08	(6,739.92)	0.88%
Tax Increment Financing	280	9,148,707.02	10,056,491.47	10,399,833.00	522,681.23	(9,877,151.77)	5.03%
Police and Fire Retirement	290	2,393,282.25	2,546,782.13	2,662,549.00	16,387.32	(2,646,161.68)	0.62%
Landfill Post-Closure	295	124.62	1,896.90	800.00	-	(800.00)	0.00%
Friends of the Ankeny Library	430	47,841.33	44,723.83	46,700.00	2,326.45	(44,373.55)	4.98%
Park Dedication	440	30,723.29	47,100.34	5,000.00	-	(5,000.00)	0.00%
Sports Complex Foundation	445	15,875.92	17,604.74	14,000.00	11,055.00	(2,945.00)	78.96%
Ankeny Garden Club	446	1,449.54	1,592.45	1,420.00	-	(1,420.00)	0.00%
Miracle Park Fund	448	10,853.15	8,517.47	5,600.00	300.00	(5,300.00)	5.36%
Dog Park Trust Fund	449	333.93	767.55	-	-	-	
P&R Scholarship Fund	450	-	27,173.90	-	-	-	
Civic Trust Fund	484	186,464.14	-	-	17,267.92	17,267.92	
Debt Service	300	29,364,984.36	15,102,496.15	15,497,792.00	17,602.19	(15,480,189.81)	0.11%
Enterprise:							
Solid Waste	500	1,183,182.09	1,363,021.03	1,475,000.00	231,578.96	(1,243,421.04)	15.70%
Utility Deposits	505	201,802.31	190,642.85	217,000.00	41,135.67	(175,864.33)	18.96%
Water Operations	510	18,128,905.67	19,545,481.82	21,619,504.00	4,714,756.49	(16,904,747.51)	21.81%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	-	-	-	-	-	
Sewer Operations	550	17,758,873.85	17,085,080.35	16,854,119.00	3,049,915.81	(13,804,203.19)	18.10%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	-	-	-	-	-	
Storm Water	580	3,413,386.00	3,671,742.25	3,643,814.00	599,112.73	(3,044,701.27)	16.44%
Golf Course	590	2,224,378.94	2,573,720.83	1,934,000.00	781,965.62	(1,152,034.38)	40.43%
Capital Project:							
Utility Fund Capital Projects	6**	6,578,382.26	3,393,193.39	7,845,000.00	3,096,468.48	(4,748,531.52)	39.47%
Special Assessments	8**	-	277,157.71	-	396,216.00	396,216.00	
Capital Projects	9**	25,146,661.48	15,806,305.27	22,337,913.00	1,653,399.38	(20,684,513.62)	7.40%
Total Budgeted Revenues		$ 165,619,688.54	$ 146,205,522.84	$ 158,770,387.00	$ 20,635,449.77	$ (138,134,937.23)	13.00%
Internal Service:							
Revolving	710	$ 1,343,470.86	$ 1,472,271.23	$ 1,789,570.00	$ 161,440.15	$ (1,628,129.85)	9.02%
Risk Management	720	1,280,848.03	2,354,386.64	1,498,000.00	67,913.05	(1,430,086.95)	4.53%
Health Insurance	730	4,805,782.88	5,394,634.32	5,215,000.00	825,891.41	(4,389,108.59)	15.84%
Sustainability Revolving Loan	770	1,370.00	1,230.73	200.00	-	(200.00)	0.00%
Economic Development Revolving	780	14,421.21	8,726.69	4,600.00	-	(4,600.00)	0.00%
Equipment Reserve	790	135,059.94	134,122.32	303,385.00	-	(303,385.00)	0.00%
Total Unbudgeted Revenues		$ 7,580,952.92	$ 9,365,371.93	$ 8,810,755.00	$ 1,055,244.61	$ (7,755,510.39)	11.98%
Total All Revenues [1]		$ 173,200,641.46	$ 155,570,894.77	$ 167,581,142.00	$ 21,690,694.38	$ (145,890,447.62)	12.94%

[1] Includes interfund transactions.
[2] August is 16.7% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
August 31, 2023

Fund	Budget Number	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of August 31, 2023	Variance	Percent [2]
General:							
General	100	$ 35,445,204.86	$ 39,926,831.86	$ 45,575,192.00	$ 7,177,239.87	$ (38,397,952.13)	15.75%
Hotel/Motel Tax	233	1,092,757.61	1,366,279.13	1,382,289.00	37,298.82	(1,344,990.18)	2.70%
Special Revenue:							
Fire Gift	220	280	324	5,000.00	-	(5,000.00)	0.00%
Hawkeye Park Player Fees	240	-	17,434.00	22,120.00	-	(22,120.00)	0.00%
Police Gift	250	-	3,932.94	4,000.00	-	(4,000.00)	0.00%
Road Use Tax	260	6,309,244.00	6,546,030.24	8,345,582.00	1,078,892.42	(7,266,689.58)	12.93%
Police Seizure	270	9,710.60	4,700.15	39,900.00	12,491.14	(27,408.86)	31.31%
Tax Increment Financing	280	1,974,910.00	2,565,008.00	2,804,559.00	-	(2,804,559.00)	0.00%
Police and Fire Retirement	290	2,580,774.17	2,727,388.46	2,839,551.00	422,307.88	(2,417,243.12)	14.87%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	41,770.78	46,895.73	46,000.00	28,385.87	(17,614.13)	61.71%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	3,640.00	-	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	320.00	10,000.00	630.94	(9,369.06)	6.31%
Dog Park Trust Fund	449	-	-	-	-	-	
P&R Scholarship Fund	450	-	-	5,000.00	291.75	(4,708.25)	5.84%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	38,022,650.42	24,205,486.24	25,028,489.00	-	(25,028,489.00)	0.00%
Enterprise:							
Solid Waste	500	1,310,972.54	1,059,080.77	1,483,821.00	203,699.81	(1,280,121.19)	13.73%
Utility Deposits	505	155,535.00	168,900.00	183,000.00	45,450.00	(137,550.00)	24.84%
Water Operations	510	13,866,790.86	12,631,530.53	26,151,282.00	2,413,083.19	(23,738,198.81)	9.23%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	5,273,795.42	1,592,286.76	2,207,538.00	-	(2,207,538.00)	0.00%
Sewer Operations	550	9,250,821.92	12,735,377.06	9,475,151.00	2,053,926.79	(7,421,224.21)	21.68%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	4,076,287.50	-	-	-	-	
Storm Water	580	836,450.19	1,100,902.52	1,194,213.00	187,079.99	(1,007,133.01)	15.67%
Golf Course	590	1,755,171.77	2,026,266.39	2,340,137.00	470,548.55	(1,869,588.45)	20.11%
Capital Project:							
Utility Fund Capital Projects	6**	7,997,584.72	12,985,502.97	21,125,273.00	5,868,220.14	(15,257,052.86)	27.78%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	23,595,037.43	31,599,841.94	30,775,398.00	9,468,857.56	(21,306,540.44)	30.77%
Total Budgeted Expenditures		$ 153,599,389.99	$ 153,310,319.69	$ 181,044,495.00	$ 29,468,404.72	$ (151,576,090.28)	16.28%
Internal Service:							
Revolving	710	$ 1,364,108.72	$ 1,423,273.57	$ 1,789,570.00	$ 220,034.54	$ (1,569,535.46)	12.30%
Risk Management	720	1,250,301.56	2,582,375.66	1,498,000.00	739,349.76	(758,650.24)	49.36%
Health Insurance	730	4,771,845.17	5,446,642.56	5,583,000.00	743,250.14	(4,839,749.86)	13.31%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	48,362.00	471,067.10	1,480,880.00	-	(1,480,880.00)	0.00%
Total Unbudgeted Expenditures		$ 7,434,617.45	$ 9,923,358.89	$ 10,351,450.00	$ 1,702,634.44	$ (8,648,815.56)	16.45%
Total All Expenditures [1]		$ 161,034,007.44	$ 163,233,678.58	$ 191,395,945.00	$ 31,171,039.16	$ (160,224,905.84)	16.29%

[1] Includes interfund transactions.
[2] August is 16.7% of the fiscal year.

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

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of August 31, 2023	Over (under) Budget	Percent [1]
General Fund:						
Property Tax:						
General Property Tax	$ 25,054,492	$ 27,322,028	$ 28,854,508	$ 33,735	$ (28,820,773)	0.12%
Ag Land Tax	12,960	12,794	14,484	238	(14,246)	1.64%
Airport Authority Levy	621,186	651,414	683,324	804	(682,520)	0.12%
Subtotal	$ 25,688,638	$ 27,986,235	$ 29,552,316	$ 34,777	$ (29,517,539)	0.12%
Non-Property Taxes:						
Hotel/Motel Tax	$ 1,527,170	$ 2,119,476	$ 1,982,000	$ 543,191	$ (1,438,809)	27.41%
Mobile Home Tax	16,026	16,515	15,300	1,026	(14,274)	6.71%
Utility Replacement Tax	188,001	200,301	201,691	-	(201,691)	0.00%
Utility Franchise Tax	1,600,494	1,785,485	1,419,000	355,715	(1,063,285)	25.07%
Cable TV Franchise Tax	250,135	218,635	216,000	48,469	(167,531)	22.44%
Subtotal	$ 3,581,827	$ 4,340,413	$ 3,833,991	$ 948,401	$ (2,885,590)	24.74%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	$ 119,059	$ 67,462	$ 65,000	$ 37,457	$ (27,543)	57.63%
Cigarette Permits	6,050	5,375	5,000	275	(4,725)	5.50%
Solicitor Licenses	8,870	9,015	7,000	680	(6,320)	9.71%
Miscellaneous Business Licenses	9,050	17,710	7,000	7,960	960	113.71%
Garbage Licenses	1,400	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	41,450	40,931	35,000	3,182	(31,818)	9.09%
Fire Permits	5,113	17,180	3,000	800	(2,200)	26.67%
Code Enforcement Licenses & Permits:						
Alarm Permits	12,410	13,195	14,000	2,135	(11,865)	15.25%
Building Permits	2,069,033	1,820,542	1,262,000	287,303	(974,697)	22.77%
Electrical Permits	173,295	170,372	103,000	22,688	(80,312)	22.03%
Heating Permits	122,470	120,454	67,000	19,792	(47,208)	29.54%
Plumbing Permits	128,084	135,380	92,000	17,610	(74,390)	19.14%
Driveway Permits	16,680	13,615	6,000	2,225	(3,775)	37.08%
Sidewalk Permits	16,005	13,515	6,000	2,125	(3,875)	35.42%
Moving/Demolition Permits	325	225	100	75	(25)	75.00%
Fence & Oversize Permits	87,087	78,394	65,000	6,066	(58,934)	9.33%
Subtotal	$ 2,816,381	$ 2,524,765	$ 1,738,500	$ 410,372	$ (1,328,128)	23.60%
Use of Money and Property:						
Interest	$ 214,311	$ 2,103,263	$ 2,300,000	$ 789,101	$ (1,510,899)	34.31%
Commissions	19,015	7,307	7,600	244	(7,356)	3.22%
Advertising	-	-	-	-	-	
Leases	43,632	46,078	46,062	500	(45,562)	1.09%
Community Centers Rental	81,268	89,871	77,000	17,255	(59,746)	22.41%
Park Shelter Rentals	24,861	25,988	18,000	4,430	(13,570)	24.61%
Sports Complex Rentals	123,567	116,281	88,000	70,139	(17,861)	79.70%
Aquatic Center Rentals	34,357	39,384	30,000	947	(29,053)	3.16%
Miscellaneous Rentals	27,584	84,782	11,000	12,559	1,559	114.18%
Subtotal	$ 568,595	$ 2,512,954	$ 2,577,662	$ 895,176	$ (1,682,486)	34.73%
Intergovernmental Revenue:						
Local:						
Fire Protection	$ 359,911	$ 225,340	$ 443,000	$ 171,596	$ (271,404)	38.73%
School/Police Agreements	145,066	156,204	145,487	78,595	(66,892)	54.02%
County Library Contribution	150,776	185,284	185,284	-	(185,284)	0.00%
Other Local Contributions	42,900	54,244	68,000	33,335	(34,665)	49.02%
State:						
Commercial & Industrial Replacement	664,092	530,674	401,278	-	(401,278)	0.00%
Business Property Tax Credit	-	-	211,779	-	(211,779)	0.00%
Library Contribution	31,060	28,987	28,987	-	(28,987)	0.00%
Miscellaneous Grants	18,208	-	-	-	-	
Federal:						
Public Safety Grants	174,663	64,802	45,000	23,395	(21,605)	51.99%
Subtotal	$ 1,586,676	$ 1,245,535	$ 1,528,815	$ 306,920	$ (1,221,895)	20.08%
Service Charges:						
Police and Fire:						
Insurance Reports	$ 8,643	$ 8,815	$ 9,000	$ 1,855	$ (7,145)	20.61%
Fire/Ambulance Reports	140	130	200	10	(190)	5.00%
False Alarm Fees	1,975	2,200	4,000	225	(3,775)	5.63%
Ambulance Charges	2,750,308	2,606,610	2,866,760	491,343	(2,375,417)	17.14%
Fingerprinting	14,175	12,508	15,000	1,651	(13,349)	11.01%
Towing Surcharge	1,920	2,340	2,000	490	(1,510)	24.50%
Plan Review Fees	40,435	23,300	15,000	4,200	(10,800)	28.00%
Parks and Recreation:						
Admissions	590,141	611,737	496,000	389,464	(106,536)	78.52%
Season Passes	476,049	492,194	463,000	15,832	(447,168)	3.42%
Special Population	1,851	-	-	-	-	
Special Programs	154,535	154,003	131,000	20,914	(110,086)	15.96%
Rec Programs - Tax Exempt	515,901	576,841	453,000	110,683	(342,317)	24.43%

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of August 31, 2023	Over (under) Budget	Percent [1]
Swimming Lessons	125,497	131,018	112,000	8,319	(103,681)	7.43%
Dog Park Passes	33,604	27,382	37,000	2,783	(34,217)	7.52%
Housing and Subdivision:						
Housing Code	101,200	93,094	64,000	8,750	(55,250)	13.67%
Plan Review Fees	508,062	339,534	249,000	50,359	(198,641)	20.22%
Site Plan Review	18,300	15,300	8,000	2,160	(5,840)	27.00%
Zoning	6,380	5,645	4,000	4,400	400	110.00%
Subdivision Filing Fees	14,640	7,980	4,000	3,050	(950)	76.25%
Board of Adjustment Fees	3,120	3,720	2,000	580	(1,420)	29.00%
Architect Review Board Fees	6,305	4,005	3,000	335	(2,665)	11.17%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	340,235	333,771	410,946	-	(410,946)	0.00%
Animal Impound Fees	3,680	3,353	7,000	663	(6,337)	9.47%
Copy Charges	8,890	10,315	8,000	2,202	(5,798)	27.52%
Miscellaneous Service Charges	11,700	10,595	9,000	8,305	(695)	92.28%
Subtotal	$ 5,737,685	$ 5,476,391	$ 5,372,906	$ 1,128,573	$ (4,244,333)	21.00%
Other Revenues:						
Map Sales	$ 30	$ 25	$ -	$ 5	$ 5	
Sales/Salvages	1,897	16,529	400	46	(354)	11.50%
Concessions	288,637	282,327	234,000	147,143	(86,857)	62.88%
Contributions-Private Sources	-	6,200	-	21,667	21,667	
Program Sponsorships	25,172	28,034	18,000	391	(17,609)	2.17%
Refunds/Rebates	14,592	1,880	-	-	-	
Prairie Ridge Maint Reimb	241,132	206,277	265,843	46,909	(218,935)	17.65%
Roadway Signage Reimb	6,625	16,385	-	-	-	
Police OT Reimb	18,229	11,936	12,000	-	(12,000)	0.00%
Court Fines	49,968	83,247	78,000	6,706	(71,294)	8.60%
Library Fines	20,924	19,374	20,000	2,440	(17,560)	12.20%
Miscellaneous Library Revenues	7,846	7,046	6,000	3,337	(2,663)	55.62%
Miscellaneous Revenues	20,529	40,191	4,000	5,871	1,871	146.78%
Overages/Shortages	2,045	1,048	-	2,250	2,250	
Subtotal	$ 697,625	$ 720,498	$ 638,243	$ 236,766	$ (401,477)	37.10%
Fund Total	$ 40,677,427	$ 44,806,792	$ 45,242,433	$ 3,960,985	$ (41,281,448)	8.76%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	$ 665	$ 17,235	$ 6,000	$ -	$ (6,000)	0.00%
Refunds/Reimbursements	2,000	2,000	-	-	-	
Fund Total	$ 2,665	$ 19,235	$ 6,000	$ -	$ (6,000)	0.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	$ 9,052,931	$ 9,343,167	$ 8,825,310	$ 1,518,337	$ (7,306,973)	17.20%
Interest	12,651	227,038	105,000	-	(105,000)	0.00%
Grants	4,735	-	-	-	-	
Salvage Sales	4,006	2,263	-	387	387	
Refunds	600	4,204	5,000	-	(5,000)	0.00%
Reimbursements	-	979	-	66	66	
Fund Total	$ 9,074,923	$ 9,577,651	$ 8,935,310	$ 1,518,791	$ (7,416,519)	17.00%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	$ 8,365,424	$ 8,990,643	$ 9,337,444	$ 1,768	$ (9,335,676)	0.02%
TIF District Urban Renewal II	364,061	483,107	567,684	1,826	(565,858)	0.32%
TIF District Urban Renewal III	389,846	416,756	433,705	-	(433,705)	0.00%
Use of Money and Property:						
Interest	8,043	165,985	61,000	-	(61,000)	0.00%
Other Reimbursements	21,333	-	-	519,087	519,087	
Fund Total	$ 9,148,707	$ 10,056,491	$ 10,399,833	$ 522,681	$ (9,877,152)	5.03%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	$ 2,277,681	$ 2,442,175	$ 2,558,395	$ 3,015	$ (2,555,380)	0.12%
Non-property Taxes:						
Mobile Home Tax	1,422	1,442	1,000	90	(910)	8.96%
Utility Replacement Tax	16,678	17,487	17,469	-	(17,469)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	58,911	46,307	34,756	-	(34,756)	0.00%
Grants	11,605	-	-	-	-	
School Police Agreements	26,036	26,824	26,586	13,282	(13,304)	49.96%
Business Property Tax Credit	-	-	18,343	-	(18,343)	0.00%
Use of Money and Property:						
Interest	950	6,250	6,000	-	(6,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	6,297	-	-	-	
Fund Total	$ 2,393,282	$ 2,546,782	$ 2,662,549	$ 16,387	$ (2,646,162)	0.62%
Debt Service Fund:						
Property Tax:						
General Property Tax	$ 14,253,678	$ 14,611,968	$ 15,054,041	$ 17,106	$ (15,036,935)	0.11%

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of August 31, 2023	Over (under) Budget	Percent [1]
Non-property Taxes:						
Mobile Home Tax	8,275	8,003	8,000	497	(7,503)	6.21%
Utility Replacement Tax	97,033	96,971	95,287	-	(95,287)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	342,757	276,946	204,411	-	(204,411)	0.00%
Business Property Tax Credit	-	-	100,053	-	(100,053)	0.00%
Use of Money and Property:						
Interest	3,241	108,608	36,000	-	(36,000)	0.00%
Bond Proceeds	14,660,000	-	-	-	-	
Fund Total	$ 29,364,984	$ 15,102,496	$ 15,497,792	$ 17,602	$ (15,480,190)	0.11%
Solid Waste Fund:						
Recycling Fees	$ 1,163,983	$ 1,336,486	1,454,000	228,172	(1,225,828)	15.69%
Service Charges	19,030	20,455	20,000	3,407	(16,593)	17.03%
Grants	-	-	-	-	-	
Interest	168	6,080	1,000	-	(1,000)	0.00%
Fund Total	$ 1,183,182	$ 1,363,021	$ 1,475,000	$ 231,579	$ (1,243,421)	15.70%
Water Fund:						
Refunds	$ 11,791	$ 10,482	11,000	6,924	$ (4,076)	62.95%
Sales Tax	(151)	63	-	15	15	
Excise Tax	904,784	982,146	1,166,000	239,334	(926,666)	20.53%
Cell Tower Lease	83,008	82,534	85,197	7,278	(77,919)	8.54%
Outside Billing	20,263	27,692	20,000	2,990	(17,010)	14.95%
Water Sales	12,712,319	13,850,632	15,695,691	3,609,690	(12,086,001)	23.00%
Hook Up Fees	329,793	308,782	200,000	89,825	(110,175)	44.91%
Meter Sales	477,374	434,881	520,000	94,359	(425,641)	18.15%
Temporary Water Sales	85,620	79,960	80,000	10,700	(69,300)	13.38%
Water Availability	3,344,757	3,589,191	3,654,616	618,224	(3,036,392)	16.92%
Service Charges	136,937	140,629	127,000	25,863	(101,137)	20.36%
Unapplied Credits	14,782	7,879	-	4,174	4,174	
Deposits	201,802	190,643	217,000	41,136	(175,864)	18.96%
Interest	4,750	24,000	60,000	-	(60,000)	0.00%
Miscellaneous	2,879	6,612	-	5,380	5,380	
Fund Total	$ 18,330,708	$ 19,736,125	$ 21,836,504	$ 4,755,892	$ (17,080,612)	21.78%
Sewer Fund:						
Sales Tax	$ 243,856	$ 262,457	$ 279,000	$ 44,758	$ (234,242)	16.04%
Refunds	-	53	-	-	-	
Miscellaneous	-	2,780	-	9,649	9,649	
Miscellaneous Service Charge	63,344	60,519	67,000	9,811	(57,189)	14.64%
Sewer Disposal Fee	-	-	-	-	-	
Sewer Usage	9,943,470	10,019,648	9,830,513	1,581,331	(8,249,182)	16.09%
Hook Up Fees	1,110,017	299,199	300,000	340,162	40,162	113.39%
Sewer Availability	6,385,182	6,426,174	6,317,606	1,064,204	(5,253,402)	16.85%
Interest	13,006	14,250	60,000	-	(60,000)	0.00%
Fund Total	$ 17,758,874	$ 17,085,080	$ 16,854,119	$ 3,049,916	$ (13,804,203)	18.10%
Storm Water Fund						
Permits	$ 101,620	$ 97,220	$ 60,000	$ 12,950	$ (47,050)	21.58%
Interest	3,373	70,903	29,000	-	(29,000)	0.00%
Sales Tax	61,672	66,277	75,000	11,528	(63,472)	15.37%
Service Charges	3,245,895	3,423,284	3,479,814	574,635	(2,905,179)	16.51%
Miscellaneous	826	14,059	-	-	-	
Fund Total	$ 3,413,386	$ 3,671,742	$ 3,643,814	$ 599,113	$ (3,044,701)	16.44%
Golf Course Fund:						
Refunds	$ 1,980	$ 1,172	$ 1,000	$ -	$ (1,000)	0.00%
Rebates	-	-	-	-	-	
Commissions	2,123	1,051	1,000	68	(932)	6.80%
Miscellaneous Service Charges	21,486	26,649	24,000	4,352	(19,648)	18.13%
Gift Certificates	9,425	3,447	-	(1,347)	(1,347)	
Driving Range	183,347	212,937	185,000	75,689	(109,311)	40.91%
Rec Program Fees	25,074	27,770	22,000	120	(21,880)	0.55%
Overages (Shortages)	(37)	(1,145)	-	(820)	(820)	
Food and Beverage Sales	242,698	292,505	196,000	82,637	(113,363)	42.16%
Clubhouse and Banquet Rental	30,610	28,729	31,000	3,596	(27,405)	11.60%
Alcoholic Beverage Sales	286,436	332,814	206,000	114,936	(91,064)	55.79%
Season Passes	114,336	109,799	98,000	3,176	(94,824)	3.24%
Greens Fees	662,097	757,386	573,000	260,975	(312,025)	45.55%
Merchandise Sales	115,259	150,417	105,000	41,870	(63,130)	39.88%
Cart Rental	398,453	446,538	345,000	147,966	(197,034)	42.89%
Equipment Rental	2,877	3,604	3,000	1,410	(1,590)	47.00%
Sales Tax	42,081	46,635	34,000	14,127	(19,873)	41.55%
Miscellaneous Revenue	84,767	100,824	95,000	33,211	(61,789)	34.96%
Interest	1,366	32,591	15,000	-	(15,000)	0.00%
Fund Total	$ 2,224,379	$ 2,573,721	$ 1,934,000	$ 781,966	$ (1,152,034)	40.43%
Total - Major Operating Funds	$ 133,572,517	$ 126,539,137	$ 128,487,354	$ 15,454,911	$ (113,032,443)	12.03%

[1] August is 16.7% of the fiscal year.

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

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
General Fund									
Public Safety:									
Police Administration	1111	$ 2,000	$ 4,075	$ 2,075	204%	$ 2,002,095	$ 277,315	$ (1,724,780)	14%
Police Operations	1112	282,487	140,123	(142,364)	50%	8,221,822	1,243,439	(6,978,383)	15%
Police Support Services	1114	43,000	5,866	(37,134)	14%	2,978,095	479,966	(2,498,129)	16%
Crossing Guards	1119	-	-	-	N/A	118,129	-	(118,129)	0%
Emergency Preparedness	1140	-	-	-	N/A	99,144	22,337	(76,807)	23%
Fire Support	1141	461,200	176,606	(284,594)	38%	1,346,654	141,334	(1,205,320)	10%
Fire Suppression	1142	1,000	5,752	4,752	575%	3,713,161	499,129	(3,214,032)	13%
Emergency Medical Services	1144	2,867,760	491,343	(2,376,417)	17%	6,392,097	830,956	(5,561,141)	13%
Code Enforcement	1460	1,857,100	414,805	(1,442,295)	22%	2,152,474	315,212	(1,837,262)	15%
Animal Control	2224	7,000	663	(6,337)	9%	31,000	9,375	(21,625)	30%
Subtotal		$ 5,521,547	$ 1,239,233	$ (4,282,314)	22%	$ 27,054,671	$ 3,819,063	$ (23,235,608)	14%
Culture & Recreation:									
Library	2331	$ 260,971	$ 21,012	$ (239,959)	8%	$ 2,789,570	$ 464,353	$ (2,325,217)	17%
Park Administration	2440	60,000	7,213	(52,787)	12%	349,345	51,074	(298,271)	15%
Park Maintenance	2441	-	-	-	N/A	2,084,369	369,354	(1,715,015)	18%
Recreation Programs	2442	526,000	102,695	(423,305)	20%	936,428	215,629	(720,799)	23%
Community Centers	2443	181,000	52,545	(128,456)	29%	585,320	70,894	(514,426)	12%
Aquatic Centers	2444	1,262,000	542,619	(719,381)	43%	1,597,732	726,307	(871,425)	45%
Prairie Ridge Sports Complex	2445	380,600	112,319	(268,282)	30%	1,211,674	248,389	(963,285)	20%
Hawkeye Concessions	2446	58,300	24,663	(33,637)	42%	66,120	16,143	(49,977)	24%
Cemetery	3547	-	-	-	N/A	600	600	-	100%
Subtotal		$ 2,728,871	$ 863,065	$ (1,865,806)	32%	$ 9,621,158	$ 2,162,742	$ (7,458,416)	22%
Public Works:									
Airport Authority	3548	$ 702,472	$ 828	$ (701,644)	0%	$ 702,928	$ -	$ (702,928)	0%
Subtotal		$ 702,472	$ 828	$ (701,644)	0%	$ 702,928	$ -	$ (702,928)	0%
Community & Economic Development:									
Development Engineering	3545	$ 58,000	$ 3,416	$ (54,584)	6%	$ 1,032,176	$ 160,871	$ (871,305)	16%
Housing Authority	3648	-	-	-	N/A	23,707	-	(23,707)	0%
Economic Development	4886	-	-	-	N/A	392,551	65,871	(326,680)	17%
Community Development	4887	22,000	10,530	(11,470)	48%	1,219,152	185,718	(1,033,434)	15%
Subtotal		$ 80,000	$ 13,946	$ (66,054)	17%	$ 2,667,586	$ 412,460	$ (2,255,126)	15%
General Government:									
Communications	2335	$ -	$ -	$ -	N/A	$ 465,913	$ 74,472	$ (391,441)	16%
Mayor and City Council	4881	-	-	-	N/A	524,927	97,716	(427,211)	19%
Human Resources	4882	-	-	-	N/A	517,045	66,549	(450,496)	13%
City Manager	4883	-	-	-	N/A	1,142,447	181,222	(961,225)	16%
City Clerk	4884	120,400	49,554	(70,846)	41%	531,410	76,194	(455,216)	14%
Finance	4885	35,678,197	1,794,359	(33,883,838)	5%	611,177	87,729	(523,448)	14%
Information Technology	4889	410,946	-	(410,946)	0%	1,643,782	186,335	(1,457,447)	11%
City Hall Building	4891	-	-	-	N/A	92,148	12,758	(79,390)	14%
Subtotal		$ 36,209,543	$ 1,843,913	$ (34,365,630)	5%	$ 5,528,849	$ 782,975	$ (4,745,874)	14%
Total General Fund		$ 45,242,433	$ 3,960,985	$ (41,281,448)	9%	$ 45,575,192	$ 7,177,240	$ (38,397,952)	16%
Hotel/Motel Tax Fund									
Community and Economic Development	2233	$ 6,000	$ -	$ (6,000)	0%	$ 1,382,289	$ 37,299	$ (1,344,990)	3%
Road Use Tax Fund									
Public Works:									
Street Lighting	1260	$ -	$ -	$ -	N/A	$ 726,000	$ 107,132	$ (618,868)	15%
Roadway Administration	3261	8,935,310	1,518,724	(7,416,586)	17%	2,041,267	295,651	(1,745,616)	14%
Roadway Maintenance	3262	-	66	66	N/A	2,737,874	391,287	(2,346,587)	14%
Snow and Ice Control	3263	-	-	-	N/A	1,383,193	38,125	(1,345,068)	3%
Traffic Safety	3265	-	-	-	N/A	1,457,248	246,696	(1,210,552)	17%
Total Road Use Tax Fund		$ 8,935,310	$ 1,518,791	$ (7,416,519)	17%	$ 8,345,582	$ 1,078,892	$ (7,266,690)	13%

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Tax Increment Financing									
Community and Economic Development	4280	$ 10,399,833	$ 522,681	$ (9,877,152)	5%	$ 2,804,559	$ -	$ (2,804,559)	0%
Police and Fire Retirement									
Public Safety:	4290	$ 2,662,549	$ 16,387	$ (2,646,162)	1%	$ 2,839,551	$ 422,308	$ (2,417,243)	15%
Debt Service									
Debt Service:	4300	$ 15,497,792	$ 17,602	$ (15,480,190)	0%	$ 25,028,489	$ -	$ -	0%
Solid Waste									
Enterprise:	3500	$ 1,475,000	$ 231,579	$ (1,243,421)	16%	$ 1,483,821	$ 203,700	$ (1,280,121)	14%
Water									
Enterprise:									
Utility Deposits	3505	$ 217,000	$ 41,136	$ (175,864)	19%	$ 183,000	$ 45,450	$ (137,550)	25%
Water Administration	3510	21,619,504	4,714,756	(16,904,748)	22%	23,387,144	1,906,950	(21,480,194)	8%
Water Maintenance	3512	-	-	-	N/A	2,764,138	506,133	(2,258,005)	18%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	2,207,538	-	(2,207,538)	0%
Total Water Fund		$ 21,836,504	$ 4,755,892	$ (17,080,612)	22%	$ 28,541,820	$ 2,458,533	$ (26,083,287)	9%
Sewer									
Enterprise:									
Wastewater Administration	3550	$ 16,854,119	$ 3,049,916	$ (13,804,203)	18%	$ 8,047,467	$ 1,851,506	$ (6,195,961)	23%
Wastewater Operations	3552	-	-	-	N/A	1,427,684	202,421	(1,225,263)	14%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		$ 16,854,119	$ 3,049,916	$ (13,804,203)	18%	$ 9,475,151	$ 2,053,927	$ (7,421,224)	22%
Storm Water									
Enterprise:									
Storm Water Administration	3580	$ 3,643,814	$ 599,113	$ (3,044,701)	16%	$ 929,844	$ 159,000	$ (770,844)	17%
Street Cleaning	3584	-	-	-	N/A	264,369	28,080	(236,289)	11%
Total Storm Water Fund		$ 3,643,814	$ 599,113	$ (3,044,701)	16%	$ 1,194,213	$ 187,080	$ (1,007,133)	16%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	$ 1,000	$ -	$ (1,000)	0%	$ 805,163	$ 111,619	$ (693,544)	14%
Golf Course Pro Shop	2592	1,384,000	544,020	(839,980)	39%	691,398	174,838	(516,560)	25%
Golf Course Banquet Services	2595	549,000	237,945	(311,055)	43%	843,576	184,092	(659,484)	22%
Total Golf Course Fund		$ 1,934,000	$ 781,966	$ (1,152,034)	40%	$ 2,340,137	$ 470,549	$ (1,869,588)	20%
Total		$ 128,487,354	$ 15,454,911	$(113,032,443)	12%	$ 129,010,804	$ 14,089,527	$ (89,892,788)	11%

City of Ankeny
Investment Schedule
August 2023

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance August 31, 2023
Capital Projects													
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	$ 5,000,000.00	$ -	$ -	$ 152,500.00	$ 5,000,000.00	$ -
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	-	(105,079.71)	-	-	4,894,920.29
13571051	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.464%	4/10/2023	2/29/2024	325	2,000,000.00	5,292.12	(35,787.50)	-	-	1,969,504.62
313-91634	RBC Wealth Managem	T-Note	T-Note	4.855%	2/8/2023	2/29/2024	386	3,000,000.00	-	(101,231.25)	-	-	2,898,768.75
313-91634	RBC Wealth Managem	T-Note	T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00	-	(150,726.56)	-	-	4,849,273.44
	Robert W. Baird & Co.	T-Note	T-Note	5.462%	6/30/2023	6/30/2024	366	5,000,000.00	-	(176,459.40)	-	-	4,823,540.60
1346315-1	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
Subtotal								$ 32,000,000.00	$ 5,292.12	$ (569,284.42)	$ 152,500.00	$ 5,000,000.00	$ 26,436,007.70
Equipment Reserve													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ 1,000,000.00
Subtotal								$ 1,000,000.00	$ -	$ -	$ -	$ -	$ 1,000,000.00
General Funds													
313-91634	RBC Wealth Managem	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	$ 5,000,000.00	$ -	$ (124,513.59)	$ 127,638.59	$ 4,875,486.41	$ -
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	149,678.65	5,000,000.00	-
1302693-1	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	-	(101,721.57)	-	-	2,898,278.43
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	-	-	4,825,694.45
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
1346728-1	IPAIT	CD	CD	5.060%	2/28/2023	2/28/2024	365	10,000,000.00	-	-	-	-	10,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.597%	4/3/2023	3/31/2024	363	5,000,000.00	922.13	(111,621.90)	-	-	4,889,300.23
313-91634	RBC Wealth Managem	T-Note	T-Note	4.596%	4/17/2023	4/30/2024	379	5,000,000.00	-	(116,242.20)	-	-	4,883,757.80
3001078547	Lincoln Savings Bank	CD	CD	5.350%	6/27/2023	6/26/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
	RBC Wealth Managem	T-Note	T-Note	5.440%	6/30/2023	6/30/2024	366	5,000,000.00	-	(175,429.70)	-	-	4,824,570.30
3000907325	Lincoln Savings Bank	MM	Money market	4.250%	N/A	N/A	MM	10,161,419.47	-	-	57,089.65	3,000,000.00	7,161,419.47
39246-101	IPAIT	MM	Money market	5.030%	N/A	N/A	MM	22,062,106.10	-	-	184,445.65	-	22,062,106.10
	Farmers State Bank	MM	Money market	5.080%	N/A	N/A	MM	25,173,933.13	-	-	211,428.78	-	25,173,933.13
Subtotal								$ 111,223,153.15	$ 922.13	$ (629,528.96)	$ 730,281.32	$ 12,875,486.41	$ 97,719,059.91
Police/Fire Pension													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
Subtotal								$ 500,000.00	$ -	$ -	$ -	$ -	$ 500,000.00
Sewer Improvement Fund													
13571051	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ 1,000,000.00
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	500,000.00	-	-	-	-	500,000.00
Subtotal								$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Subtotal								$ 2,000,000.00	$ -	$ -	$ -	$ -	$ 2,000,000.00
Total Investments								$ 148,723,153.15	$ 6,214.25	$ (1,198,813.38)	$ 882,781.32	$ 17,875,486.41	$ 129,655,067.61

City of Ankeny
Investment Schedule
August 2023

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance August 31, 2023
	Totals by Institution												
	Bank of the West							$ -	$ -	$ -	$ -	$ -	$ -
	Bankers Trust							5,000,000.00	-	-	-	-	5,000,000.00
	BNP Paribas							-	-	-	-	-	-
	Community State							6,500,000.00	-	-	-	-	6,500,000.00
	Farmers State Bank							25,173,933.13	-	-	211,428.78	-	25,173,933.13
	First Interstate Bank							-	-	-	-	-	-
	First National Bank							-	-	-	-	-	-
	Great Southern Bank							-	-	-	-	-	-
	IPAIT							40,062,106.10	-	-	184,445.65	-	40,062,106.10
	Lincoln Savings Bank							19,161,419.47	-	-	206,768.30	8,000,000.00	11,161,419.47
	Northwest Bank							-	-	-	-	-	-
	RBC Wealth Management							37,825,694.45	6,214.25	(917,274.27)	127,638.59	4,875,486.41	32,039,148.02
	Robert W. Baird & Co.							10,000,000.00	-	(281,539.11)	-	-	9,718,460.89
	Two Rivers Bank							-	-	-	-	-	-
	South Story Bank & Trust							-	-	-	-	-	-
	US Bank							5,000,000.00	-	-	152,500.00	5,000,000.00	-
	Wells Fargo							-	-	-	-	-	-
	Total							$ 148,723,153.15	$ 6,214.25	$ (1,198,813.38)	$ 882,781.32	$ 17,875,486.41	$ 129,655,067.61
	Totals by Type												
	CD							$ 43,500,000.00	$ -	$ -	$ 302,178.65	$ 10,000,000.00	$ 33,500,000.00
	Commercial paper							4,825,694.45	-	-	-	-	4,825,694.45
	Money market							57,397,458.70	-	-	452,964.08	3,000,000.00	54,397,458.70
	T-Bill							-	-	-	-	-	-
	T-Note							43,000,000.00	6,214.25	(1,198,813.38)	127,638.59	4,875,486.41	36,931,914.46
								$ 148,723,153.15	$ 6,214.25	$ (1,198,813.38)	$ 882,781.32	$ 17,875,486.41	$ 129,655,067.61

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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August 2023 Building Permit Report

City of Ankeny

Building Permit Report

Month of August 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	August-23		August-22		1/1/2023-8/31/2023		1/1/2022-8/31/2022		7/1/2023-8/31/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	27	$10,283,535	48	$17,121,106	312	$103,795,397	349	$108,866,828	70	$26,151,029
New Single Family Attached/Duplex	16	$4,475,424	22	$5,883,358	182	$46,480,659	183	$43,806,881	34	$9,192,481
New Multi - Family	0	$0	14	$2,676,029	1	$7,270,821	19	$39,105,871	0	$0
Total New Residential Permits	**43**	**$14,758,959**	**84**	**$25,680,493**	**495**	**$157,546,877**	**551**	**$191,779,580**	**104**	**$35,343,510**
Additions/Alterations/Other (1)	90	$1,673,114	98	$1,023,206	563	$6,690,937	655	$8,279,361	148	$2,054,309
Total New Dwelling Units	***43***		***84***		***545***		***740***		***104***	
NON-RESIDENTIAL										
New Commercial *	1	$1,663,500	3	$4,325,680	18	$41,005,026	26	$100,620,771	5	$4,545,318
COM Additions/Alterations/Other	10	$24,418,937	9	$1,577,600	62	$41,288,261	75	$15,038,235	12	$24,722,657
New Church	0	$0	0	$0	0	$0	1	$13,679,075	0	$0
CHR Additions/Alterations/Other	0	$0	1	$350,000	1	$17,000	2	$355,080	0	$0
New School	0	$0	0	$0	1	$70,000	1	$27,196,293	0	$0
SCH Additions/Alterations/Other	0	$0	0	$0	5	$325,913	3	$40,550	3	$165,000
Total Non Residential Permits	**11**	**$26,082,437**	**13**	**$6,253,280**	**87**	**$82,706,200**	**108**	**$156,930,004**	**20**	**$29,432,975**
MISC PERMITS (2)	93	$100,773	87	$88,973	623	$635,666	705	$934,760	179	$165,832
TOTALS	**237**	**$42,615,283**	**282**	**$33,045,952**	**1768**	**$247,579,680**	**2019**	**$357,923,705**	**451**	**$66,996,626**

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

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

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

* includes footing & foundation permits

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

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	8/2/2023	$373,328	23-4193-NEW	714 NE Country Meadow Dr	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	New Building	8/2/2023	$331,822	23-4195-NEW	4304 NE 8th St	Elevated Builders LLC	Elevated Builders LLC
Single Family Detached	New Building	8/7/2023	$283,282	23-1771-NEW	3133 NW 27th Cir	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	8/7/2023	$392,380	23-4543-NEW	4710 NW 10th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	8/8/2023	$393,989	23-4529-NEW	2807 NW 27th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	8/11/2023	$528,189	23-4488-NEW	2809 NW Westwood Ct	MJ Properties	MJ Properties
Single Family Detached	New Building	8/14/2023	$261,015	23-4716-NEW	1117 NW Watercrest Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	8/14/2023	$258,402	23-4717-NEW	1121 NW Watercrest Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	8/14/2023	$263,314	23-4718-NEW	1203 NW Watercrest Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	8/14/2023	$399,590	23-4775-NEW	732 NE Doe Pointe Dr	DS Solid Construction LLC	DS Solid Construction LLC
Single Family Detached	New Building	8/14/2023	$385,784	23-4778-NEW	733 NE Country Meadow Dr	DS Solid Construction LLC	DS Solid Construction LLC
Single Family Detached	New Building	8/14/2023	$368,263	23-4779-NEW	721 NE Country Meadow Dr	DS Solid Construction LLC	DS Solid Construction LLC
Single Family Detached	New Building	8/14/2023	$369,659	23-4832-NEW	730 NE Country Meadow Dr	DS Solid Construction LLC	DS Solid Construction LLC
Single Family Detached	New Building	8/16/2023	$291,194	23-4869-NEW	2618 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	8/16/2023	$292,734	23-4871-NEW	2702 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	8/16/2023	$236,917	23-4904-NEW	2706 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	8/16/2023	$292,734	23-4905-NEW	2710 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	8/21/2023	$490,314	23-4849-NEW	612 SW Stonegate Ct	Strahan Construction Inc.	Strahan Construction Inc.
Single Family Detached	New Building	8/22/2023	$373,042	23-4845-NEW	414 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	8/25/2023	$419,889	23-4566-NEW	3607 SE 20th St	Mapes Construction Co	Mapes Construction Co
Single Family Detached	New Building	8/28/2023	$822,560	23-4894-NEW	9855 NE Frisk Dr	Vander Kamp Homebuilders	Vanderkamp Framing LLC
Single Family Detached	New Building	8/28/2023	$432,967	23-4899-NEW	2812 NW 27th St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	8/28/2023	$395,777	23-4935-NEW	4208 NE 8th St	Haris Hambasic	Haris Hambasic
Single Family Detached	New Building	8/28/2023	$432,148	23-5059-NEW	2027 SW Vintage Pkwy	MJ Properties	MJ Properties
Single Family Detached	New Building	8/30/2023	$371,505	23-4890-NEW	507 NE 57th Ct	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	8/30/2023	$324,949	23-5157-NEW	4706 NW 17th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	8/30/2023	$497,788	23-5206-NEW	2713 SW 21st Cir	Haven Homes Design Build	Haven Homes Design Build
Single Family Attached	New Building	8/8/2023	$291,126	23-4591-NEW	4328 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4592-NEW	4347 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4725-NEW	4332 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4726-NEW	4336 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4727-NEW	4340 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4728-NEW	4344 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4729-NEW	4348 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4743-NEW	4343 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4744-NEW	4339 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4745-NEW	4335 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4746-NEW	4331 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/8/2023	$291,126	23-4747-NEW	4327 NE Mongoose Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Attached	New Building	8/16/2023	$261,127	23-4574-NEW	1217 NE 56th St	Gtr DM Habitat For Humanity	Gtr DM Habitat For Humanity
Single Family Attached	New Building	8/16/2023	$261,127	23-4579-NEW	1213 NE 56th St	Gtr DM Habitat For Humanity	Gtr DM Habitat For Humanity
Single Family Attached	New Building	8/16/2023	$229,829	23-4580-NEW	1233 NE 56th St	Gtr DM Habitat For Humanity	Gtr DM Habitat For Humanity

Single Family Attached	New Building	8/16/2023	$229,829	23-4581-NEW	1229 NE 56th St	Gtr DM Habitat For Humanity	Gtr DM Habitat For Humanity
Single Family Detached	Porch	8/3/2023	$6,400	23-4661-PRCH	1702 NE Sherman Ct	Jacob Willis	Jacob's Ladder Cost LLC
Multi-Family	Porch	8/7/2023	$1,920	23-4584-PRCH	1604 SE Delaware Ave	Archadeck of Central Iowa	Archadeck Of Central Iowa
Single Family Detached	Porch	8/8/2023	$2,880	23-4153-PRCH	3108 NW 27th Cir	Ledgewood Builders LLC	Ledgewood Builders LLC
Multi-Family	Fire Repair	8/8/2023	$188,644	23-4585-FREP	2103 W 1st St	ServiceMaster by Rice	ServiceMaster by Rice
Single Family Detached	Building Addition	8/8/2023	$125,193	23-4759-ADD	1213 SE Wanda Dr	J&G Builders LLC	J & G Builders
Single Family Detached	Building Alteration	8/9/2023	$8,064	23-4703-ALT	406 NW Reinhart Dr	Ultimate Construction Svcs	Ultimate Construction Svcs
Single Family Attached	Building Alteration	8/9/2023	$14,490	23-4763-ALT	3615 NW Trestle Point Dr	The HQ Handyman	The HQ Handyman
Single Family Detached	Solar	8/9/2023	$19,200	23-4818-SOL	101 SW Arlan Dr	Purelight Power	Purelight Power
Single Family Detached	Building Addition	8/10/2023	$22,061	23-3796-ADD	2604 NW Beechwood St	Vishal Patel	Vishal Patel
Single Family Detached	Solar	8/10/2023	$22,300	23-4742-SOL	3118 NW 14th Ct	CB Solar Inc	CB Solar Inc
Single Family Detached	Pergola	8/10/2023	$10,000	23-4796-PERG	5242 NE Sienna Ct	Etch Outdoor Living	Etch Outdoor Living
Single Family Detached	Solar	8/14/2023	$33,600	23-4870-SOL	3808 NW Linwood Ln	Purelight Power	Purelight Power
Single Family Attached	Building Addition	8/15/2023	$25,981	23-3178-ADD	2802 SW 18th St	RIGID BUILDERS INC	RIGID BUILDERS INC
Single Family Detached	Building Addition	8/15/2023	$16,737	23-4695-ADD	2320 SW 17th St	The Lovely Castle Company	The Lovely Castle Company
Single Family Detached	Building Alteration	8/15/2023	$3,000	23-4790-ALT	514 SW Irvinedale Dr	Toby Hughes	Toby Hughes
Single Family Attached	Solar	8/15/2023	$29,060	23-4909-SOL	1513 NW Campus Dr	One Source Solar	One Source Solar
Single Family Detached	Building Alteration	8/15/2023	$4,000	23-4930-ALT	201 NW Linden St	Honey-do Construction	Honey-do Construction
Single Family Detached	Building Alteration	8/15/2023	$22,144	23-4931-ALT	3203 NW 30th St	Joshua Klinge	Joshua Klinge
Single Family Detached	Building Alteration	8/16/2023	$25,358	23-4433-ALT	608 NE Deerfield Dr	Vander Kamp Homebuilders	Vander Kamp Homebuilders
Single Family Detached	Solar	8/16/2023	$32,248	23-4837-SOL	3204 SW 26th St	Purelight Power	Purelight Power
Single Family Detached	Building Alteration	8/16/2023	$13,293	23-4943-ALT	2409 NW Reinhart Dr	Visionary Builds LLC	Visionary Builds LLC
Single Family Detached	Porch	8/18/2023	$1,680	23-4990-PRCH	700 NW Applewood St	Patricia J Harlow	Patricia J Harlow
Single Family Detached	Fire Repair	8/21/2023	$411,239	23-4656-FREP	1003 NE Williamsburg Ct	Rainbow International of DM	Rainbow International of DM
Single Family Detached	Solar	8/22/2023	$19,800	23-5026-SOL	603 NW Reinhart Dr	CB Solar Inc	CB Solar Inc
Single Family Detached	Porch	8/23/2023	$5,440	23-5054-PRCH	1313 NE 29th St	Mason Group, LLC	Mason Group, LLC
Single Family Attached	Solar	8/23/2023	$11,800	23-5107-SOL	811 NE Chambers Pkwy	One Source Solar	One Source Solar
Single Family Detached	Building Alteration	8/23/2023	$44,100	23-5128-ALT	3902 NE Rio Dr	Schott Jason	The Waldinger Corporation
Single Family Detached	Fire Repair	8/23/2023	$200,000	23-5131-FREP	314 NW 9th St	United Services Of DM	United Services Of DM
Single Family Detached	Building Alteration	8/24/2023	$29,421	23-4664-ALT	5512 NW 17th St	Teal Creek Homes LLC	Teal Creek Homes LLC
Single Family Detached	Building Addition	8/25/2023	$37,156	23-4903-ADD	3808 NW Elm St	Heirloom Builders Inc	Heirloom Builders Inc
Single Family Detached	Building Alteration	8/28/2023	$25,672	23-5129-ALT	3810 NE 8th St	Jessica Carter	Clark D Bruellman
Single Family Detached	Building Alteration	8/28/2023	$23,342	23-5210-ALT	4315 SW 4th St	Zachary Leffler	Zachary Leffler
Single Family Detached	Building Addition	8/29/2023	$44,922	23-4628-ADD	4513 SW Bluegrass Dr	Premier Construction	Premier Construction
Single Family Detached	Building Alteration	8/29/2023	$3,724	23-5164-ALT	526 SW Driftwood Ct	Compelling Homes	Compelling Homes
Single Family Detached	Building Alteration	8/30/2023	$14,113	23-5109-ALT	2813 SW 28th St	DesignCo	DesignCo
Single Family Detached	Building Alteration	8/30/2023	$29,452	23-5172-ALT	2525 NW Greenwood St	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	Pergola	8/30/2023	$6,000	23-5251-PERG	1110 NE Vicksburg Dr	Elizabeth Running Hey	Rod Freeman
Single Family Detached	Building Alteration	8/30/2023	$41,202	23-5268-ALT	417 NE 57th Ct	Cody Bailey Construction	Cody Bailey Construction
Single Family Detached	Pergola	8/31/2023	$800	23-5293-PERG	922 NW 39th St	Scott Timmer	Scott Timmer
Single Family Detached	Shed	8/1/2023	$1,600	23-4619-SHD	1503 NW Driftwood Dr	Bradley Fillbach	Bradley Fillbach
Single Family Detached	Shed	8/2/2023	$960	23-4586-SHD	826 SW 46th St	K Schmidt Brian	K Schmidt Brian
Single Family Detached	Shed	8/3/2023	$2,400	23-4680-SHD	1102 SW Cherry St	Tuff Shed	Tuff Shed
Single Family Detached	Shed	8/4/2023	$2,880	23-4675-SHD	3502 NW 17th St	Madsen Renovation	Madsen Renovation
Single Family Detached	Shed	8/14/2023	$3,200	23-4921-SHD	313 NW Winterberry St	David Mathis	David Mathis
Single Family Detached	Shed	8/16/2023	$3,840	23-4895-SHD	2737 SW 21st Cir	Vander Kamp Homebuilders	Vander Kamp Homebuilders

Single Family Attached	Shed	8/16/2023	$1,280	23-4944-SHD	4319 NW Arlan Dr	Tuff Shed	Tuff Shed
Single Family Detached	Shed	8/16/2023	$3,200	23-4946-SHD	3222 NE Briar Creek Pl	Tuff Shed	Tuff Shed
Single Family Detached	Shed	8/18/2023	$1,600	23-5032-SHD	2316 NW 44th St	Kevin T Burnett	Tuff Shed
Single Family Detached	Shed	8/22/2023	$1,920	23-5095-SHD	4104 NE 6th St	Heileselaisi Unguec	Heileselaisi Unguec
Single Family Detached	Shed	8/24/2023	$1,600	23-4670-SHD	2820 SW Sunnybrooke Dr	Bob Loch	Bob Loch
Single Family Detached	Shed	8/25/2023	$4,000	23-5176-SHD	5227 NE Seneca Dr	MJP Home Solutions	MJP Home Solutions
Single Family Detached	Spa/Hot Tub	8/15/2023	$0	23-4809-SPA	301 SE Orchid St	Platinum Electric Service	Platinum Electric Service
Single Family Detached	Spa/Hot Tub	8/30/2023	$0	23-5252-SPA	1110 NE Vicksburg Dr	Elizabeth Running Hey	Elizabeth Running Hey
Single Family Detached	Swimming Pool	8/3/2023	$0	23-4666-POOL	5822 NE Oak Dr	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Swimming Pool	8/7/2023	$0	23-4667-POOL	2603 NW Woodbury Dr	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Swimming Pool	8/7/2023	$0	23-4733-POOL	2814 NW Sharmin Dr	ETCH Outdoor Living	ETCH Outdoor Living
Single Family Detached	Swimming Pool	8/9/2023	$0	23-4562-POOL	3005 NE 8th St	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Swimming Pool	8/10/2023	$0	23-4852-POOL	5227 NE Seneca Dr	Matthew Posusta	Valley Pool & Hot Tubs
Single Family Detached	Swimming Pool	8/21/2023	$0	23-4981-POOL	2305 NE 13th St	Premier Pools & Spas	Premier Pools & Spas
Single Family Detached	Swimming Pool	8/21/2023	$0	23-5035-POOL	1911 NW Abilene Rd	CMC Pools of Iowa	CMC Pools of Iowa
Single Family Detached	Swimming Pool	8/23/2023	$0	23-4658-POOL	5233 NE Sienna Ct	CMC Pools of Iowa	CMC Pools of Iowa
Single Family Detached	Swimming Pool	8/29/2023	$0	23-4971-POOL	3204 NE Avery Dr	Sam Pickard	Sam Pickard
Single Family Detached	Swimming Pool	8/29/2023	$0	23-5073-POOL	2608 NE 12th Ct	Marold Melinda	Marold Melinda
Single Family Detached	Deck	8/1/2023	$1,200	23-4523-DECK	348 SE Willow Run Ln	Snyder Built LLC	Snyder Built LLC
Single Family Detached	Deck	8/1/2023	$1,200	23-4530-DECK	4305 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Deck	8/1/2023	$1,200	23-4531-DECK	4223 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Deck	8/2/2023	$1,680	23-4357-DECK	2801 SW Tradition Cir	Vishal Patel	Vishal Patel
Single Family Detached	Deck	8/2/2023	$2,688	23-4502-DECK	3810 NE Rio Ct	Buresh Homes Solutions	Buresh Homes Solutions
Single Family Attached	Deck	8/4/2023	$4,056	23-4681-DECK	3215 NW 14th St	DesignCo	DesignCo
Single Family Attached	Deck	8/7/2023	$2,208	23-4694-DECK	2819 NW 44th St	Jeffrey D Smith	Jeffrey D Smith
Single Family Detached	Deck	8/7/2023	$360	23-4749-DECK	5104 NE Rio Ct	Saundra Formanek	Saundra Formanek
Single Family Detached	Deck	8/8/2023	$4,512	23-4669-DECK	709 NE 40th Ct	Chad Rouse	Chad Rouse
Single Family Detached	Deck	8/8/2023	$2,880	23-4693-DECK	709 NE Barclay Cir	Eddie Reiter	Eddie Reiter
Single Family Detached	Deck	8/9/2023	$2,400	23-4765-DECK	4711 NE Michael Dr	Better Builders	Better Builders
Single Family Detached	Deck	8/9/2023	$192	23-4831-DECK	1365 NE 31st St	DLR Construction	DLR Construction
Single Family Detached	Deck	8/10/2023	$2,808	23-4853-DECK	3922 NW 6th St	Sender's Construction	Sender's Construction
Single Family Detached	Deck	8/14/2023	$2,520	23-4730-DECK	1201 NW Beechwood St	The HomeLife Brothers	The HomeLife Brothers
Single Family Detached	Deck	8/16/2023	$1,728	23-4961-DECK	3124 NW 25th St	Scott Hanson	Scott Hanson
Single Family Detached	Deck	8/16/2023	$9,648	23-4965-DECK	3112 SW 24th Ct	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	8/17/2023	$3,264	23-4896-DECK	3307 SE Plum Ct	Cassidy Justin	Cassidy Justin
Single Family Detached	Deck	8/17/2023	$960	23-4926-DECK	4406 NW 13th St	Jason Michael Logan	Logan Construction Co Inc
Single Family Detached	Deck	8/17/2023	$2,160	23-4994-DECK	3145 NW 27th Cir	Philip Sheriff	Philip Sheriff
Single Family Detached	Deck	8/18/2023	$1,728	23-4969-DECK	3210 SW Woods Ct	Elk River Contracting	Elk River Contracting
Single Family Detached	Deck	8/22/2023	$1,200	23-5067-DECK	4121 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	Deck	8/22/2023	$3,360	23-5098-DECK	2322 SW 23rd St	Kasim Atajic	Kasim Atajic
Single Family Attached	Deck	8/22/2023	$3,660	23-5099-DECK	4304 NW Arlan Dr	Drew Sundberg	Matt Sundberg
Single Family Detached	Deck	8/27/2023	$2,016	23-4764-DECK	713 SE Uehlamar Dr	Signature Built LLC	Signature Built LLC
Single Family Detached	Deck	8/29/2023	$2,352	23-5108-DECK	2807 NW Beechwood St	Kimberley Development	Kimberley Development
Single Family Detached	Deck	8/31/2023	$2,508	23-5304-DECK	3230 NW 22nd St	Archadeck of Central Iowa	Archadeck Of Central Iowa
Single Family Detached	Deck	8/31/2023	$3,712	23-5297-DECK	407 NE 51st Ct	The HQ Handyman	The HQ Handyman

Office	New Building	8/11/2023	$1,663,500	23-3722-NEW	1615 SW Magazine Rd	JCorp Inc	JCorp
Office	Building Alteration	8/2/2023	$516,000	23-4189-ALT	911 N Ankeny Blvd	SVPA Architects Inc.	Jensen Builders
Retail	Building Alteration	8/2/2023	$25,280	23-4568-ALT	410 N Ankeny Blvd	Steve Gray	Hy-Vee Construction
Industrial	Building Addition	8/3/2023	$22,971,000	23-3689-ADD	825 SW Irvinedale Dr Bldg 40	Lindell Cara	Ryan Companies US, Inc
Retail	Building Alteration	8/16/2023	$150,000	23-2902-ALT	1975 N Ankeny Blvd Ste 112	CK Installations LLC	CK Installations LLC
Industrial	Building Alteration	8/17/2023	$550,000	23-4511-ALT	4325 SE Delaware Ave	Sierra	Sierra
Industrial	Building Alteration	8/23/2023	$30,000	23-5058-ALT	902 SE Shurfine Dr Ste 150	Premier Tech	Premier Tech
Retail	Building Alteration	8/28/2023	$147,458	23-5180-ALT	1520 NW Irvinedale Dr Ste 103	Hunziker Construction Serv	Hunziker Construction Serv
Other	Pergola	8/28/2023	$9,733	23-5134-PERG	1010 SW Magazine Rd	Haverkamp Construction	Haverkamp Construction
Other	Pergola	8/28/2023	$9,733	23-5136-PERG	1010 SW Magazine Rd	Haverkamp Construction	Haverkamp Construction
Other	Pergola	8/28/2023	$9,733	23-5137-PERG	1010 SW Magazine Rd	Haverkamp Construction	Haverkamp Construction
Single Family Detached	Fence/Wall	8/2/2023	$0	23-4576-FNCE	3414 NW 25th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/3/2023	$0	23-4421-FNCE	1316 NW Reinhart Dr	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	8/3/2023	$0	23-4422-FNCE	1208 NW Jackson Dr	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	8/3/2023	$0	23-4662-FNCE	1116 NW Benjamin Dr	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	8/3/2023	$0	23-4673-FNCE	2506 NW 4th St	Jo Riley	Jo Riley
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4440-FNCE	3003 NW 14th Ct	Superior Fence and Rail	Superior Fence and Rail
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4442-FNCE	1409 NW Cedarwood Dr	Superior Fence and Rail	Superior Fence and Rail
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4650-FNCE	404 NE 55th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4652-FNCE	948 NE Otter Ridge Cir	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4653-FNCE	3215 NW 14th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4672-FNCE	5610 NE Northgate Dr	Nick Wahlert	Nick Wahlert
Single Family Attached	Fence/Wall	8/4/2023	$0	23-4696-FNCE	3318 NW Linwood Ln	Gary D Huston	Gary D Huston
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4701-FNCE	4316 NW 13th St	Lou Lamoureux	A & E Fence
Single Family Detached	Fence/Wall	8/4/2023	$0	23-4704-FNCE	815 SW 46th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/6/2023	$0	23-4646-FNCE	2630 NW 17th St	J Reding Brian	Central Iowa Fencing
Single Family Detached	Fence/Wall	8/7/2023	$0	23-4706-FNCE	2603 NW Woodbury Dr	Platinum Fence	Platinum Fence
Single Family Detached	Fence/Wall	8/7/2023	$0	23-4721-FNCE	3410 SW Applewood St	Great Barrier Fence Co	Great Barrier Fence Co
Single Family Detached	Fence/Wall	8/8/2023	$0	23-4769-FNCE	502 NE 20th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	8/9/2023	$0	23-4801-FNCE	3005 NE 8th St	Clark Fencing LLC	Clark Fencing LLC
Single Family Detached	Fence/Wall	8/9/2023	$0	23-4817-FNCE	5233 NE Sienna Ct	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	8/9/2023	$0	23-4819-FNCE	4221 NE 16th St	Terry Green	GQ Fence Specialists, LLC
Single Family Detached	Fence/Wall	8/10/2023	$0	23-4829-FNCE	2530 SW Plaza Pkwy	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	8/10/2023	$0	23-4843-FNCE	3210 NE 17th St	R Rankin James	R Rankin James
Single Family Detached	Fence/Wall	8/10/2023	$0	23-4850-FNCE	5227 NE Seneca Dr	Matthew Posusta	Absolute Fence LLC
Single Family Detached	Fence/Wall	8/14/2023	$0	23-4906-FNCE	2001 NW Pleasant St	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	8/14/2023	$0	23-4908-FNCE	1607 NW Ridge Rd	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	8/15/2023	$0	23-4384-FNCE	3115 NW 29th St	John Chase	John Chase
Single Family Detached	Fence/Wall	8/15/2023	$0	23-4929-FNCE	1213 SE Rio Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	8/16/2023	$0	23-4858-FNCE	2401 NW Cherry St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/16/2023	$0	23-4938-FNCE	1617 NW 2nd St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/16/2023	$0	23-4939-FNCE	1469 SW Des Moines St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/16/2023	$0	23-4942-FNCE	701 NE Oak Ridge Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/16/2023	$0	23-4972-FNCE	526 NE 4th St	A Shinn Melissa	GQ Fence Specialists, LLC
Single Family Detached	Fence/Wall	8/17/2023	$0	23-4999-FNCE	912 NW 31st St	Petsche Nick	Justus Fencing

Single Family Detached	Fence/Wall	8/17/2023	$0	23-5004-FNCE	715 NE Pearl Dr	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	8/18/2023	$0	23-3955-FNCE	3204 NE 17th St	Hill Bradley	Hill Bradley
Single Family Detached	Fence/Wall	8/18/2023	$0	23-4953-FNCE	4111 NW 13th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	8/18/2023	$0	23-5039-FNCE	3110 SE Honeysuckle Ct	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	8/21/2023	$0	23-4974-FNCE	4417 NW 13th St	Halcyon Fencing	Halcyon Fencing
Single Family Detached	Fence/Wall	8/21/2023	$0	23-5052-FNCE	1709 SW Oak St	Claude Chad	A&E Fencing
Single Family Detached	Fence/Wall	8/22/2023	$0	23-5056-FNCE	3121 NW 27th Cir	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	8/22/2023	$0	23-5064-FNCE	3011 NW 14th Ct	Wenger Joshua	Wenger Joshua
Single Family Detached	Fence/Wall	8/23/2023	$0	23-5057-FNCE	3011 SE 17th St	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	8/23/2023	$0	23-5079-FNCE	1706 SW State St	Melanie Bence	Justus Fencing
Single Family Attached	Fence/Wall	8/24/2023	$0	23-4151-FNCE	2401 NW 41st St	Michel Bryce	Michel Bryce
Single Family Detached	Fence/Wall	8/24/2023	$0	23-5084-FNCE	4705 SW Scott St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/24/2023	$0	23-5085-FNCE	2103 NW Greenwood St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	8/25/2023	$0	23-4220-FNCE	1003 NW Abbie Dr	Brandt Carter	Brandt Carter
Single Family Detached	Fence/Wall	8/25/2023	$0	23-5074-FNCE	2608 NE 12th Ct	Marold Melinda	Marold Melinda
Single Family Detached	Fence/Wall	8/25/2023	$0	23-5185-FNCE	215 NE Harvest Ridge Ln	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	8/25/2023	$0	23-5187-FNCE	1204 NW Jackson Dr	Nathan Clock	Platinum Fence Company LLC
Single Family Detached	Fence/Wall	8/29/2023	$0	23-4970-FNCE	3204 NE Avery Dr	Sam Pickard	Sam Pickard
Single Family Detached	Fence/Wall	8/30/2023	$0	23-5250-FNCE	3531 NW Trestle Point Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	8/30/2023	$0	23-5265-FNCE	3106 NW Northpark Dr	Zachary Norgaard	Zachary Norgaard
Single Family Attached	Fence/Wall	8/31/2023	$0	23-3828-FNCE	1010 NE 15th St	Patanroi Daniel	Patanroi Daniel
Single Family Detached	Fence/Wall	8/31/2023	$0	23-5291-FNCE	520 NE 57th Ct	Huber Fencing	Huber Fencing
Office	Sign	8/8/2023	$4,000	23-4564-SIGNP	3602 NE Otterview Cir Ste C	Kness Signs	Kness Signs
Storage	Sign	8/10/2023	$5,000	23-4707-SIGNP	1204 SE 16th Ct Bldg 2	Randy Dickson	Signs 'N More
Storage	Sign	8/10/2023	$5,000	23-4709-SIGNP	1204 SE 16th Ct Bldg 2	Randy Dickson	Signs 'N More
Storage	Sign	8/10/2023	$4,000	23-4710-SIGNP	1204 SE 16th Ct Bldg 2	Randy Dickson	Signs 'N More
Storage	Sign	8/10/2023	$5,000	23-4711-SIGNP	1204 SE 16th Ct Bldg 2	Randy Dickson	Signs 'N More
Office	Sign	8/11/2023	$2,500	23-3954-SIGNP	301 N Ankeny Blvd Ste 200	Lashier Graphics & Signs	Lashier Graphics & Signs
Other	Sign	8/17/2023	$1,925	23-4257-SIGNP	2325 SW State St Ste D	Lashier Graphics & Signs	Lashier Graphics & Signs
Retail	Sign	8/17/2023	$1,700	23-4438-SIGNP	1450 SW Vintage Pkwy Ste 140	Lashier Graphics & Signs	Lashier Graphics & Signs
Industrial	Sign	8/17/2023	$7,475	23-4620-SIGNP	5950 SE Delaware Ave	Lisa Hanrahan	Iowa Sign Company
Industrial	Sign	8/17/2023	$459	23-4621-SIGNP	5950 SE Delaware Ave	Lisa Hanrahan	Iowa Sign Company
Industrial	Sign	8/17/2023	$11,886	23-4622-SIGNP	5950 SE Delaware Ave	Lisa Hanrahan	Iowa Sign Company
Retail	Sign	8/18/2023	$3,850	23-4889-SIGNP	409 S Ankeny Blvd	Signarama Ankeny	Signarama Ankeny
Restaurant	Sign	8/18/2023	$1,062	23-4988-SIGNP	1515 SW Main St Ste 105	Iowa Sign Company	Iowa Sign Company
Retail	Sign	8/21/2023	$4,195	23-4773-SIGNP	3720 N Ankeny Blvd Ste 103	Iowa Sign Company	Iowa Sign Company
Retail	Sign	8/21/2023	$881	23-4787-SIGNP	3720 N Ankeny Blvd Ste 103	Iowa Sign Company	Iowa Sign Company
Restaurant	Sign	8/21/2023	$580	23-4823-SIGNP	512 SW 3rd St	Leaning Tower of Pizza	Sherwood Company Inc
Other	Sign	8/21/2023	$4,810	23-5036-SIGNP	1975 N Ankeny Blvd Ste 112	Pro Image Sign & Lighting	Pro Image Sign & Lighting
Other	Sign	8/21/2023	$2,450	23-5037-SIGNP	1975 N Ankeny Blvd Ste 112	Pro Image Sign & Lighting	Pro Image Sign & Lighting
School	Sign	8/25/2023	$4,000	23-3622-SIGNP	3004 NW 18th St	Fastsigns of Clive	Fastsigns of Clive
Other	Sign	8/30/2023	$30,000	23-5094-SIGNP	4226 NE 17th Ln	Country Landscapes INC	Country Landscapes INC
Retail	Temporary Sign	8/21/2023	$0	23-5040-SIGNT	1325 SW Oralabor Rd Ste 202	Textbook Outlet	Textbook Outlet
Other	Temporary Sign	8/25/2023	$0	23-5138-SIGNT	107 NE Delaware Ave Ste 2	Marco Gonzalez	Marco Gonzalez
Storage	Demolition	8/30/2023	$0	23-5266-DEMO	205 SE Delaware Ave	GW Clayton Sales	GW Clayton Sales

Single Family Detached	Drive Approach	8/3/2023	$0	23-4668-RSTRM	918 NE 28th St	Karen K Faber	Gary Wilson
Single Family Detached	Drive Approach	8/15/2023	$0	23-4945-RSTRM	109 SW School St	CMC Solutions LLC	CMC Solutions LLC
Single Family Detached	Drive Approach	8/16/2023	$0	23-4963-RSTRM	502 NE 28th St	E & E Concrete Services	E & E Concrete Services
Single Family Detached	Drive Approach	8/16/2023	$0	23-4966-RSTRM	402 SW Maple St	James G Fyfe	James G Fyfe
Single Family Detached	Drive Approach	8/17/2023	$0	23-4993-RSTRM	113 SW School St	CMC Solutions	CMC Solutions
Single Family Attached	Drive Approach	8/25/2023	$0	23-5181-RSTRM	804 SW Cohasset Dr	Terry's Quality Concrete	
Other	Drive Approach	8/25/2023	$0	23-5186-RSTRM	2355 NW 54th St	Ed Ferrier	Ed Ferrier
Single Family Detached	Drive Approach	8/28/2023	$0	23-5225-RSTRM	305 NW Waterview Ct	Ben Silvers	
Single Family Detached	Drive Approach	8/28/2023	$0	23-5226-RSTRM	309 NW Waterview Ct	Ben Silvers	
Single Family Detached	Sidewalk	8/7/2023	$0	23-4556-RSWRP	1111 W 1st St	Solis Jose	Solis Concrete
Single Family Detached	Sidewalk	8/10/2023	$0	23-4860-RSWRP	2309 NE Hanover Ct	Salinas Gustavo A Hernandez	1891 PCS LLC
Hotel/Motel	Sidewalk	8/22/2023	$0	23-5076-RSWRP	2405 SE Creekview Dr	Jamie Grimm	Jamie Grimm
Office	Sidewalk	8/28/2023	$0	23-5215-RSWRP	907 N Ankeny Blvd	Mark McKim	Absolute Group
Single Family Detached	Sidewalk	8/28/2023	$0	23-5217-RSWRP	401 NW Cameo Ct	Primcrete llc	Primcrete llc

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Finance	Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file Utility Billing Report for August 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Utility Billing Report

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

Month	Customers Billed	Billed Consumption (Gallons)	Water Billings	Revenue / 1000 Gal	Water Svc . Avail.	# W.A. Chg.	Total Tax	Misc. Charges	Sewer Billings	Sewer Svc. Avail.	# S.A. Chg.	Storm Water Billings	Total Monthly Billings
July	29,175	263,647,619	$ 1,820,835	$ 6.91	$ 315,560	27,111	$ 149,121	$ 15,088	$ 769,528	$ 543,466	26,584	$ 291,668	$ 3,756,145
August	29,406	281,317,965	$ 1,925,366	$ 6.84	$ 316,457	27,189	$ 157,068	$ 15,130	$ 856,194	$ 544,768	26,657	$ 292,117	$ 3,950,032
September													
October													
November													
December													
January													
February													
March													
April													
May													
June													
FY Total	58,581	544,965,584	$ 3,746,201	$ 13.75	$ 632,017	54,300	$ 306,189	$ 30,218	$ 1,625,722	$ 1,088,234	53,241	$ 583,785	$ 7,706,177
FY 24 Average	29,291	272,482,792	1,873,101	$ 6.88	316,009	27,150	153,094	15,109	812,861	544,117	26,621	291,892	3,853,089
FY 23 Average	28,338	188,099,141	1,183,291	$ 6.32	299,367	26,581	110,645	14,818	821,186	533,485	26,102	284,256	3,136,403
FY 22 Average	27,012	173,720,262	$ 1,039,721	$ 5.96	$ 279,636	25,615	$ 100,602	$ 14,280	$ 839,667	$ 531,081	25,155	$ 270,547	$ 2,974,932
FY 21 Average	25,514	175,191,103	$ 1,004,651	$ 5.65	$ 261,517	24,564	$ 97,325	$ 13,675	$ 893,718	$ 543,516	24,102	$ 255,531	$ 2,972,609
FY 20 Average	24,069	148,457,846	$ 790,912	$ 5.23	$ 248,219	23,477	$ 81,443	$ 13,067	$ 790,209	$ 519,384	23,018	$ 198,220	$ 2,560,012
FY 19 Average	23,157	141,721,265	$ 703,451	$ 4.89	$ 239,513	22,642	$ 76,042	$ 12,604	$ 765,640	$ 500,957	22,194	$ 191,607	$ 2,413,772
FY 18 Average	22,199	148,299,683	$ 717,639	$ 4.75	$ 229,309	21,696	$ 74,396	$ 12,079	$ 732,055	$ 479,581	21,257	$ 168,141	$ 2,338,804
FY 17 Average	21,118	130,754,905	$ 573,655	$ 4.34	$ 203,156	20,629	$ 63,715	$ 11,495	$ 715,618	$ 454,144	20,208	$ 160,807	$ 2,118,875
FY 16 Average	20,144	122,786,371	$ 498,547	$ 4.03	$ 181,657	19,695	$ 57,931	$ 10,977	$ 700,667	$ 432,333	19,276	$ 154,242	$ 1,978,423
FY 15 Average	19,002	114,382,217	$ 448,375	$ 3.89	$ 165,892	18,592	$ 52,152	$ 9,481	$ 621,465	$ 381,931	18,171	$ 146,989	$ 1,774,134
FY 14 Average	18,188	130,473,575	$ 524,615	$ 3.93	$ 157,676	17,824	$ 54,495	$ 9,082	$ 575,219	$ 347,744	17,409	$ 141,544	$ 1,755,881
FY 13 Average	17,461	127,259,667	$ 498,872	$ 3.84	$ 147,519	17,146	$ 49,939	$ 8,749	$ 516,957	$ 308,223	16,745	$ 96,329	$ 1,576,649
FY 12 Average	16,898	119,790,894	$ 443,102	$ 3.64	$ 135,767	16,620	$ 44,904	$ 8,477	$ 459,863	$ 271,187	16,213	$ 93,307	$ 1,411,702
FY 11 Average	16,415	105,824,267	$ 343,916	$ 3.24	$ 118,519	16,175	$ 36,560	$ 7,621	$ 427,041	$ 247,677	15,724	$ 90,746	$ 1,235,520
FY 10 Average	15,932	109,564,150	$ 325,559	$ 2.94	$ 104,065	15,673	$ 32,792	$ 7,243	$ 375,098	$ 210,202	15,216	$ 88,351	$ 1,110,519
FY 09 Average	15,325	109,776,358	$ 316,943	$ 2.84	$ 96,801	15,261	$ 30,993	$ 7,060	$ 350,002	$ 195,507	14,806	$ -	$ 966,313
FY 08 Average	14,934	112,497,657	$ 326,578	$ 2.86	$ 90,607	14,742	$ 28,423	$ 12,328	$ 309,562	$ 163,141	14,274	$ -	$ 930,639
FY 07 Average	14,345	111,387,042	$ 310,964	$ 2.74	$ 83,528	14,099	$ 26,133	$ 10,755	$ 257,067	$ 137,350	13,634	$ -	$ 825,795
FY 06 Average	13,420	108,202,296	$ 291,748	$ 2.66	$ 73,332	13,109	$ 23,924	$ 9,694	$ 233,797	$ 109,441	12,668	$ -	$ 741,937
FY 05 Average	12,259	99,314,970	$ 220,166	$ 2.24	$ 63,148	14,096	$ 18,767	$ 7,304	$ 209,495	$ 80,757	13,687	$ -	$ 599,637
FY 04 Average	11,160	106,031,112	$ 223,285	$ 2.10	$ 57,886	13,782	$ 17,891	$ 4,312	$ 189,435	$ 70,582	13,393	$ -	$ 563,392
FY 03 Average	10,241	90,622,843	$ 190,558	$ 2.09	$ 54,239	12,914	$ 15,965	$ 2,836	$ 179,169	$ 66,118	12,546	$ -	$ 508,886
FY 02 Average	9,538	86,506,417	$ 179,109	$ 2.06	$ 51,377	12,233	$ 15,237	$ 2,865	$ 175,727	$ 62,666	11,891	$ -	$ 486,982
FY 01 Average	8,968	75,203,817	$ 161,137	$ 2.13	$ 49,015	11,670	$ 14,113	$ 2,386	$ 169,540	$ 59,883	11,363	$ -	$ 456,075
FY 00 Average	8,943	76,589,060	$ 161,036	$ 2.10	$ 46,920	11,171	$ 11,686	$ 2,411	$ 163,674	$ 57,273	10,868	$ -	$ 442,999
FY 99 Average	8,402	66,329,874	$ 137,536	$ 2.07	$ 44,676	10,637	$ 10,510	$ 2,168	$ 156,069	$ 55,530	10,537	$ -	$ 406,489
FY 98 Average	8,014	63,130,217	$ 135,586	$ 2.15	$ 42,754	10,180	$ 10,520	$ 2,445	$ 153,575	$ 52,226	9,910	$ -	$ 396,835
FY 97 Average	7,631	62,277,745	$ 130,853	$ 2.10	$ 41,003	9,763	$ 9,892	$ 2,373	$ 146,976	$ 50,743	9,629	$ -	$ 381,841

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 increasing the contract amount by $3,645.50 to All-Star Concrete LLC, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Change Order #3

CHANGE ORDER FORM

Project Title:	N Ankeny Boulevard and 18th Street Intersection Improvements		
Contractor:	All-Star Concrete LLC		
Address:	4989 NW Johnston Drive, Johnston, IA 50131		
Finance Budget Code:	913.3913.4451	**Finance Project #**	913.4451
Vendor Project or Invoice #:	N/A	**PO #**	N/A
Original Contract Date:	March 20, 2023	**Vendor #**	9679

Change Order Number: 3

Change Order Date: September 18, 2023

Purpose of Change Order:

Removal of Structure, Retaining Wall: Removing an additional 8 LF
Install new Retaining Wall: 15 LF in length that will transition from 2.5' to 0.5' in height
Reducing the colored concrete sidewalk quantity by 6.5 SY
Increasing the regular 5" depth sidewalk by 6.5 SY
Reducing the beam curb length 14 LF

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
New	Removal 8' of retaining wall	LS	1	$ 1,500.00	$ 1,500.00
New	Install 15' of retaining wall	LS	1	$ 3,175.00	$ 3,175.00
7.09	Sidewalk, PCC, 5-inch Depth, Textured Concrete	SY	(6.50)	$ 125.00	$ (812.50)
7.06	Sidewalk, PCC, 5-inch Depth	SY	6.50	$ 70.00	$ 455.00
7.03	PCC Beam Curb	LF	(14.00)	$ 48.00	$ (672.00)
					$ -
					$ -
					$ -
					$ -
Change Order Number: 3 makes the following adjustments to the Contract:					**$ 3,645.50**

Contractor Accepted: All-Star Concrete LLC
Firm Name

Paublo Sanchez — Signature
09.7.2023 — Date

Engineer Approved: Snyder & Associates
Firm Name

Jordan Stoermer — Signature
Digitally signed by Jordan Stoermer DN: C=US, E=jstoermer@snyder-associates.com, O=Snyder & Associates, Inc., OU=Project Engineer, CN=Jordan Stoermer Date: 2023.09.08 11:25:44-05'00'
9/8/2023 — Date

reviewed by JMart 9/8/23

Owner Accepted: City of Ankeny

Signature
Mayor — Title
Date

Attest for Owner:

Signature
City Clerk — Title
Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 439,624.75
1	July 17, 2023	$ 2,420.00
2	September 5, 2023	$ 3,671.60
3	September 18, 2023	$ 3,645.50
4		
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10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 449,361.85**

Date Printed: 9/7/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #4 decreasing the contract amount by $1,042.50 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Change Order #4

CHANGE ORDER FORM

city of Ankeny
bringing it all together

Project Title:	NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.		
Contractor:	Elder Corporation		
Address:	5088 E University Avenue; Des Moines, IA 50327		
Finance Budget Code:	953.3953.4451	**Finance Project #**	953.4451
Vendor Project or Invoice #:	N/A	**PO #**	N/A
Original Contract Date:	December 19, 2022	**Vendor #**	5340

Change Order Number: 4

Change Order Date: September 18, 2023

Purpose of Change Order:

2.05 - Reduction of quantity due to field conditions requiring less quantity than planned.

7.17 - Reduction of quantity due to field conditions requiring less quantity than planned.

12.06 - One Type A-1 cleanout was added to the contract to replace the Type B cleanout that was originally specified. One additional working day was added to the contract for this work.

12.07 - Subdrain installation was added to the project beyond the original project limits on the south leg of NW Ash Drive.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	(2,392.50)	$ 5.00	$ (11,962.50)
7.17	SUBBASE OVER-EXCAVATION	TON	(150.00)	$ 50.00	$ (7,500.00)
12.06	SUBDRAIN CLEANOUT, TYPE A-1	EA	1.00	$ 2,000.00	$ 2,000.00
12.07	ADDITIONAL SUBDRAIN INSTALLATION	LS	1.00	$ 16,420.00	$ 16,420.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number:	**4**	**makes the following adjustments to the Contract:**			**$ (1,042.50)**

Contractor Accepted: Elder Corporation

Wade Harris, P.E. — 9/6/2023

Signature — Date

Engineer Approved: McClure Engineering Company

Firm Name

Signature — 09/06/2023 Date

Owner Accepted: City of Ankeny — 9/8/2023

Signature — Title

Date

Attest for Owner:

Signature — Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 4,355,000.00
1	May 15, 2023	$ 550.00
2	June 19, 2023	$ 2,805.00
3	August 21, 2023	$ (3,943.50)
4	September 18, 2023	$ (1,042.50)
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 4,353,369.00**

Date Printed: 9/6/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by $7,500.00 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Change Order #1

CHANGE ORDER FORM

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

Date of Council Meeting: September 18, 2023 **Change Order #:** 1

Purpose of Change Order:

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.1	Clearing and Grubbing for Bore Pit	LS	1.00	$ 7,500.00	$ 7,500.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order #: 1	**makes the following adjustments to the Contract:**				**$ 7,500.00**

Contractor Accepted: J&K Contracting
Firm Name

Signature — Date: 9/6/23

Engineer Approved: Foth Infrastructure & Environment
Firm Name

Blair A. Spotts — Date: 9/8/2023

Signature

Owner Accepted: City of Ankeny

Signature — Title: Mayor

Date: September 18, 2023

Attest for Owner:

Signature — Title: City Clerk

Date: September 18, 2023

Record of Change Orders:

Original Contract Amount		**$ 2,000,000.00**
#	Change Order Date	Amount
1	August 31, 2023	$ 7,500.00
2		
3		
4		
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11		
12		
13		
14		
15		

Revised Contract Amount **$ 2,007,500.00**

Date Printed: 9/6/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of $169,407.33 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 #15

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 09/18/23 **PAYMENT REQUEST #** 15

From: 08/06/23 through: 09/01/23

Contract Summary

Original Contract Amount:	$ 3,996,224.75			
Net change by Change Orders:	$ 51,738.28			
Contract Amount to Date: (line 1 ± 2)		$ 4,047,963.03		
Total completed and stored to date:	$ 4,021,891.08			
Retainage: 5 % of Completed Work:	$ 201,094.55			
Total Earned less Retainage:		$ 3,820,796.53		
Less previous applications for payment:		$ 3,651,389.20		
SUBTOTAL			$	169,407.33
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	169,407.33
Balance to finish, including retainage:		$ 227,166.50		
Contract Time Remaining (If applicable)	-38.0 WORKING DAYS			

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

Construction Contractor Approval: Absolute Concrete Construction, Inc. (Firm Name)
Signature — Date: 9/11/23

Engineer/Consultant Approval: Snyder & Associates, Inc. (Firm Name)
Jordan Stoermer — Signature — Date: 9/11/23

City of Ankeny Staff Approval
Adam Lust — Signature — Date: 09/11/23

Submit to: Adam Lust, Public Works Engineering Manager
Email: ALust@Ankenylowa.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		$ -	3244	3244	$ 58,392.00	-	100.00%
2.03	2010-E	Excavation, Class 10	CY	7,125		7,125	$ 10.00	$ 71,250.00		$ -	7125	7125	$ 71,250.00	-	100.00%
2.04	2010-G	Subgrade Preparation, 6 Inch Depth	SY	14,836		14,836	$ 2.50	$ 37,090.00		$ -	14836	14836	$ 37,090.00	-	100.00%
2.05	2010-G	Subgrade Preparation, 12 Inch Depth	SY	5,379		5,379	$ 4.00	$ 21,516.00		$ -	5379.0	5379.0	$ 21,516.00	-	100.00%
2.06	2010-H	Subgrade Treatment, Geogrid, Triangular	SY	2,000		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		$ -	15527	15527	$ 201,851.00	-	100.00%
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		$ -	1	1	$ 5,000.00	-	100.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	$ 1,500.00	$ 1,500.00		$ -	1	1	$ 1,500.00	-	100.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 Inch Diameter	LF	448		448	$ 60.00	$ 26,880.00		$ -	448	448	$ 26,880.00	-	100.00%
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 24 Inch Diameter	LF	16		16	$ 100.00	$ 1,600.00		$ -	16	16	$ 1,600.00	-	100.00%
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 30 Inch Diameter	LF	132		132	$ 110.00	$ 14,520.00		$ -	154	154	$ 16,940.00	(22)	116.67%
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 36 Inch Diameter	LF	16		16.0	$ 120.00	$ 1,920.00		$ -	19.5	19.5	$ 2,340.00	(3.5)	121.88%
4.05	4020-A-1	Storm Sewer, Trenched, RCAP, 29 Inch x 18 Inch Diameter	LF	8		8	$ 150.00	$ 1,200.00		$ -	8	8	$ 1,200.00	-	100.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 Inch Diameter	LF	440		440	$ 20.00	$ 8,800.00		$ -	440	440	$ 8,800.00	-	100.00%
4.07	4040-A	Subdrain, Corrugated PVC, Type 1, 6 Inch Diameter	LF	3,153		3,153	$ 12.00	$ 37,836.00		$ -	3153	3153	$ 37,836.00	-	100.00%
4.08	4040-C	Subdrain Cleanout, Type A-1, 6 Inch Diameter	EA	1		1	$ 500.00	$ 500.00		$ -	1	1	$ 500.00	-	100.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	$ 350.00	$ 13,300.00		$ -	38	38	$ 13,300.00	-	100.00%
5.01	5010-A-1	Water Main, Trenched, PVC, 12 Inch Diameter	LF	2,615		2,615	$ 80.00	$ 209,200.00		$ -	2615	2615	$ 209,200.00	-	100.00%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 Inch Diameter	LF	40		40	$ 75.00	$ 3,000.00		$ -	40	40	$ 3,000.00	-	100.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 8 Inch Diameter	LF	85		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		$ -	1656	1656	$ 19,872.00	202	89.13%
5.06	5020-A	Valve, Gate, 12 Inch Diameter	EA	4		4	$ 4,000.00	$ 16,000.00		$ -	4	4	$ 16,000.00	-	100.00%
5.07	5020-A	Valve, Gate, 10 Inch Diameter	EA	1		1	$ 3,500.00	$ 3,500.00		$ -	1	1	$ 3,500.00	-	100.00%
5.08	5020-A	Valve, Gate, 8 Inch Diameter	EA	1		1	$ 3,000.00	$ 3,000.00		$ -	1	1	$ 3,000.00	-	100.00%
5.09	5020-A	Valve, Gate, 6 Inch Diameter, Auxiliary	EA	1		1	$ 2,500.00	$ 2,500.00		$ -	1	1	$ 2,500.00	-	100.00%
5.10	5020-B	Tapping Valve Assembly, 10 Inch	EA	1		1	$ 7,500.00	$ 7,500.00		$ -	1	1	$ 7,500.00	-	100.00%
5.11	5020-B	Service Saddle Tap, 2 Inch Diameter	EA	1		1	$ 2,500.00	$ 2,500.00		$ -	1	1	$ 2,500.00	-	100.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	$ 5,500.00	$ 11,000.00		$ -	2	2	$ 11,000.00	-	100.00%
5.13	5020-F	Valve Box Extension	EA	4		4	$ 500.00	$ 2,000.00		$ -	4	4	$ 2,000.00	-	100.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	$ 1,500.00	$ 1,500.00		$ -	1	1	$ 1,500.00	-	100.00%
5.15	5020-J	Valve Removal	EA	2		2	$ 500.00	$ 1,000.00		$ -	2	2	$ 1,000.00	-	100.00%
5.16	5010-999-A	Removal of Water Main, Less Than or Equal to 12 Inch Diameter	LF	77		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		$ -	2	2	$ 1,000.00	-	100.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	$ 1,500.00	$ 3,000.00		$ -	2	2	$ 3,000.00	-	100.00%
5.20	5999-A	Irrigation Sleeving, Trenchless HDPE, 3 Inch Diameter	LF	445		445	$ 45.00	$ 20,025.00		$ -	445	445	$ 20,025.00	-	100.00%
5.21	5999-B	12 Inch Ground Box	EA	4		4	$ 1,000.00	$ 4,000.00	4	$ 4,000.00	0	4	$ 4,000.00	-	100.00%
6.01	6010-A	Manhole, SW-401, 48 Inch Diameter	EA	4		4	$ 3,500.00	$ 14,000.00		$ -	4	4	$ 14,000.00	-	100.00%
6.02	6010-A	Manhole, SW-401, 60 Inch Diameter	EA	2		2	$ 5,000.00	$ 10,000.00		$ -	2	2	$ 10,000.00	-	100.00%
6.03	6010-A	Manhole, SW-401, 72 Inch Diameter	EA	1		1	$ 8,000.00	$ 8,000.00		$ -	1	1	$ 8,000.00	-	100.00%
6.04	6010-B	Intake, SW-501	EA	4		4	$ 3,000.00	$ 12,000.00		$ -	4	4	$ 12,000.00	-	100.00%
6.05	6010-B	Intake, SW-502, Top	EA	1		1	$ 2,500.00	$ 2,500.00		$ -	1	1	$ 2,500.00	-	100.00%
6.06	6010-B	Intake, SW-503	EA	2		2	$ 4,500.00	$ 9,000.00		$ -	2	2	$ 9,000.00	-	100.00%
6.07	6010-B	Intake, SW-505	EA	6		6	$ 4,000.00	$ 24,000.00		$ -	6	6	$ 24,000.00	-	100.00%
6.08	6010-B	Intake, SW-506, Modified	EA	1		1	$ 8,500.00	$ 8,500.00		$ -	1	1	$ 8,500.00	-	100.00%
6.09	6010-E	Intake Adjustment, Minor	EA	7		7	$ 500.00	$ 3,500.00		$ -	7	7	$ 3,500.00	-	100.00%
6.10	6010-F	Manhole Adjustment, Major	EA	3		3	$ 1,500.00	$ 4,500.00		$ -	3	3	$ 4,500.00	-	100.00%
6.11	6010-F	Intake Adjustment, Major	EA	3		3	$ 1,500.00	$ 4,500.00		$ -	2	2	$ 3,000.00	1	66.67%
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		$ -	4	4	$ 6,000.00	-	100.00%
6.14	6010-H	Remove Intake	EA	11		11	$ 1,500.00	$ 16,500.00		$ -	11	11	$ 16,500.00	-	100.00%
7.01	7010-A	Pavement, PCC, Class C-SUD, 9 Inch Depth	SY	16,445		16,445	$ 80.00	$ 1,315,600.00		$ -	16778	16778	$ 1,342,240.00	(333.0)	102.02%
7.02	7010-A	Pavement, PCC, Class C-SUD, 8 Inch Depth	SY	1,003		1,003	$ 85.00	$ 85,255.00		$ -	1003	1003	$ 85,255.00	-	100.00%
7.03	7010-E	Curb and Gutter, 2.5 Foot Width, 9 Inch Thickness	LF	45		45	$ 80.00	$ 3,600.00		$ -	60	60	$ 4,800.00	(15)	133.33%
7.04	7010-F	Beam Curb	LF	337		337	$ 30.00	$ 10,110.00	83	$ 2,490.00	254	337	$ 10,110.00	-	100.00%
7.05	7010-G	Concrete Median, 6 Inch Depth	SY	669		669	$ 80.00	$ 53,520.00		$ -	669	669	$ 53,520.00	-	100.00%
7.06	7010-G	Concrete Median, Doweled, 6 Inch Depth	SY	154		154	$ 150.00	$ 23,100.00		$ -	154	154	$ 23,100.00	-	100.00%
7.07	7010-I	PCC Pavement Samples and Testing	LS	1		1	$ 16,000.00	$ 16,000.00		$ -	1	1	$ 16,000.00	-	100.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	$ 12.00	$ 25,068.00		$ -	2089	2089	$ 25,068.00	-	100.00%
7.09	7030-A	Removal of Driveway	SY	1,759		1,759	$ 12.00	$ 21,108.00		$ -	1759	1759	$ 21,108.00	-	100.00%
7.10	7030-E	Sidewalk, PCC, 6 Inch Depth	SY	267		267	$ 60.00	$ 16,020.00		$ -	267	267	$ 16,020.00	-	100.00%
7.11	7030-E	Sidewalk, PCC, 5 Inch Depth	SY	990		990	$ 50.00	$ 49,500.00		$ -	990	990	$ 49,500.00	-	100.00%
7.12	7030-E	Sidewalk, PCC, 4 Inch Depth	SY	809		809	$ 50.00	$ 40,450.00		$ -	809	809	$ 40,450.00	-	100.00%
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 Inch	SY	185		185	$ 150.00	$ 27,750.00		$ -	185	185	$ 27,750.00	-	100.00%
7.14	7030-G	Detectable Warning, Galvanized Steel	SF	415		415	$ 55.00	$ 22,825.00		$ -	415	415	$ 22,825.00	-	100.00%
7.15	7030-H-1	Driveway, Paved, PCC, 7 Inch Depth	SY	808		808	$ 80.00	$ 64,640.00		$ -	808	808	$ 64,640.00	-	100.00%
7.16	7030-H-2	Driveway, Granular, 6 Inch	TON	25		25	$ 45.00	$ 1,125.00	25	$ 1,125.00	0	25	$ 1,125.00	-	100.00%
7.17	7040-H	Pavement Removal	SY	3,004		3,004	$ 16.00	$ 48,064.00		$ -	3004	3004	$ 48,064.00	-	100.00%
7.18	7040-I	Curb and Gutter Removal	LF	3,461		3,461	$ 20.00	$ 69,220.00		$ -	3461	3461	$ 69,220.00	-	100.00%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1		1	$ 230,000.00	$ 230,000.00	0.5	$ 115,000.00	0.5	1	$ 230,000.00	-	100.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1		1	$ 255,000.00	$ 255,000.00	0.05	$ 12,750.00	0.95	1	$ 255,000.00	-	100.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1		1	$ 6,000.00	$ 6,000.00		$ -	1	1	$ 6,000.00	-	100.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243		243	$ 100.00	$ 24,300.00		$ -	243	243	$ 24,300.00	-	100.00%
8.05	8020-F	Wet, Retroreflective Removable Tape Markings	STA	44		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		$ -	33	33	$ 7,425.00	(1)	103.13%
8.07	8020-J	Raised Pavement Markers	EA	245		245	$ 9.50	$ 2,327.50	245	$ 2,327.50	0	245	$ 2,327.50	-	100.00%
8.08	8020-K	Pavement Markings Removed	STA	147		147	$ 85.00	$ 12,495.00		$ -	147	147	$ 12,495.00	-	100.00%
8.09	8020-L	Symbols and Legends Removed	EA	11		11	$ 125.00	$ 1,375.00		$ -	11	11	$ 1,375.00	-	100.00%
8.10	8020-M	Grooves Cut for Pavement Markings	STA	200		200	$ 85.00	$ 17,000.00		$ -	200	200	$ 17,000.00	-	100.00%
8.11	8020-N	Grooves Cut for Symbols and Legends	EA	32		32	$ 125.00	$ 4,000.00		$ -	33	33	$ 4,125.00	(1)	103.13%
8.12	8030-A	Temporary Traffic Control	LS	1		1	$ 50,000.00	$ 50,000.00	0.05	$ 2,500.00	0.95	1	$ 50,000.00	-	100.00%
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	10	$ 1,000.00	57	67	$ 6,700.00	3	95.71%
8.15	8999-A	Fiber Optic Cable, 96-CNT	LF	3,130		3,130	$ 3.00	$ 9,390.00	1252	$ 3,756.00	1878	3130	$ 9,390.00	-	100.00%
8.16	8999-A	Conduit, Fiber Optic, Blue HDPE, 2 Inch Diameter	LF	2,660		2,660	$ 12.00	$ 31,920.00		$ -	2660	2660	$ 31,920.00	-	100.00%
8.17	8999-B	Fiber Optic Splice	EA	102		102	$ 55.00	$ 5,610.00	40	$ 2,200.00	62	102	$ 5,610.00	-	100.00%
8.18	8999-B	Type III Handhole, 36 Inch x 24 Inch x 30 Inch	EA	1		1	$ 1,200.00	$ 1,200.00		$ -	1	1	$ 1,200.00	-	100.00%
8.19	8999-B	Type IV Handhole, 48 Inch x 30 Inch x 36 Inch	EA	3		3	$ 1,500.00	$ 4,500.00		$ -	3	3	$ 4,500.00	-	100.00%
8.20	8999-B	Splice Case	EA	1		1	$ 650.00	$ 650.00	1	$ 650.00	0	1	$ 650.00	-	100.00%
8.21	8999-B	Fiber Enclosure, 1 Panel Capacity, SPH-01P, DIN Rail Mounted	EA	1		1	$ 121.00	$ 121.00	1	$ 121.00	0	1	$ 121.00	-	100.00%
8.22	8999-B	Fiber Enclosure, 4 Panel Capacity, CCH-02U	EA	1		1	$ 450.00	$ 450.00	1	$ 450.00	0	1	$ 450.00	-	100.00%
8.23	8999-B	CCH Panel, 12 Ct, CCH-CP12-A9-P03RH	EA	1		1	$ 550.00	$ 550.00	1	$ 550.00	0	1	$ 550.00	-	100.00%
8.24	8999-B	CCH Cassette, 12 Ct, CCH-CS12-A9-POORE	EA	3		3	$ 498.00	$ 1,494.00	3	$ 1,494.00	0	3	$ 1,494.00	-	100.00%
8.25	8999-B	Fiber Hub Cabinet Footing	EA	1		1	$ 1,800.00	$ 1,800.00		$ -	1	1	$ 1,800.00	-	100.00%
8.26	8999-C	Fiber Hub Cabinet, 12" Riser	LS	1		1	$ 950.00	$ 950.00		$ -	1	1	$ 950.00	-	100.00%
8.27	8999-D	Traffic Signs, Removals and Installation	LS	1		1	$ 20,000.00	$ 20,000.00	0.5	$ 10,000.00	0.5	1	$ 20,000.00	-	100.00%
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	2.61	$ 6,525.00	1.28	3.89	$ 9,725.00	(0.3)	108.06%
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	2.61	$ 9,135.00	3.23	5.84	$ 20,440.00	1.4	81.11%
9.07	9040-T-1	Inlet Protection Device, Surface-Applied	EA	28		28	$ 185.00	$ 5,180.00		$ -	10	10	$ 1,850.00	18	35.71%
9.08	9040-T-1	Inlet Protection Device, Drop-in	EA	38		38	$ 200.00	$ 7,600.00		$ -	106	106	$ 21,200.00	(68)	278.95%
9.09	9040-T-2	Inlet Protection Device, Maintenance	EA	76		76	$ 40.00	$ 3,040.00		$ -	8	8	$ 320.00	68	10.53%
9.10	9072-A	Combined Concrete Sidewalk and Retaining Wall	CY	39		39	$ 450.00	$ 17,550.00		$ -	39	39	$ 17,550.00	-	100.00%
11.01	11,020-A	Mobilization	LS	1		1	$ 280,000.00	$ 280,000.00		$ -	1	1	$ 280,000.00	-	100.00%
11.02	11,040-B	Temporary Granular Sidewalk	SY	300		300	$ 20.00	$ 6,000.00		$ -	300	300	$ 6,000.00	-	100.00%
11.03	11,050-A	Concrete Washout, Roll-off Container	LS	1		1	$ 10,000.00	$ 10,000.00	0.05	$ 500.00	0.95	1	$ 10,000.00	-	100.00%
11.04	11,999-A	Remove, Salvage, and Relocate Mailbox	EA	2		2	$ 1,750.00	$ 3,500.00	1	$ 1,750.00	1	2	$ 3,500.00	-	100.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
Change Order															
4.10	4020-999-A	Storm Pipe Collar	EA		2	2	$ 1,431.90	$ 2,863.80		$ -	2	2	$ 2,863.80	-	100.00%
8.28	8999-E	Traffic Signal Foundation Casings	EA		2	2	$ 3,108.00	$ 6,216.00		$ -	2	2	$ 6,216.00	-	100.00%
5.20	5020-B	Water Service Stubs, 1 Inch Dia., Copper	EA		1	1	$ 3,885.00	$ 3,885.00		$ -	1	1	$ 3,885.00	-	100.00%
8.29	8999-F	Temporary Pedestrian Push Buttons	EA		4	4	$ 555.00	$ 2,220.00		$ -	4	4	$ 2,220.00	-	100.00%
8.30	8020-B	Painted Pavement Markings, Solvent	STA		86	86	$ 47.18	$ 4,057.48		$ -	86	86	$ 4,057.48	-	100.00%
8.31	8020-G	Painted Symbols and Legends, Solvent	EA		22	22	$ 138.75	$ 3,052.50		$ -	22	22	$ 3,052.50	-	100.00%
8.32	8030-A	Temporary Traffic Control - Winter Shutdown	LS		1	1	$ 1,665.00	$ 1,665.00		$ -	1	1	$ 1,665.00	-	100.00%
8.33	8999-G	Traffic Signs, Installation and Removal	EA		7	7	$ 166.50	$ 1,165.50		$ -	7	7	$ 1,165.50	-	100.00%
2.11	2999-A	Rock Safety Edge	TON		330	330	$ 24.80	$ 8,184.00		$ -	330	330	$ 8,184.00	-	100.00%
7.19	7010-A	Temporary PCC Connections	SY		68	68	$ 129.00	$ 8,772.00		$ -	68	68	$ 8,772.00	-	100.00%
11.05	11,999-B	ST-28 Modifications and Grading	LS		1	1	$ 9,657.00	$ 9,657.00		$ -	1	1	$ 9,657.00	-	100.00%
		TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE						$ 4,047,963.03		$ 178,323.50			$ 4,021,891.08		99.36%

Previous Applications for Payment

#	Date	Amount
1	5/16/2022	$ 51,424.45
2	6/20/2022	$ 120,489.26
3	7/18/2022	$ 475,828.78
4	8/15/2022	$ 256,068.32
5	9/19/2022	$ 623,729.53
6	10/17/2022	$ 546,415.68
7	11/21/2022	$ 304,390.02
8	12/19/2022	$ 287,612.83
9	1/3/2023	$ 25,701.29
10	4/17/2023	$ 58,996.47
11	5/15/2023	$ 112,265.11
12	6/19/2023	$ 170,817.65
13	7/17/2023	$ 271,619.25
14	8/21/2023	$ 346,030.56
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TOTAL $ 3,651,389.20

Please update Payment Application Sheet

Record of Change Orders

#	Date	Amount
1	9/19/2022	$ 12,964.80
2	10/17/2022	$ 2,220.00
3	12/19/2022	$ 9,940.48
4	4/14/2023	$ 16,956.00
5	5/5/2023	$ 9,657.00
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	TOTAL	$ 51,738.28

Contract Time Remaining:

CONTRACT PERIOD:	WORKING DAYS
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	24
Contract Time to Date:	202.0
Time Used to Date:	123%
Contract Time Remaining:	-23%

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

September 11, 2023

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. 15
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 15 includes work completed between August 6, 2023, and September 1, 2023. The Contractor's work through this period includes completing all traffic signal, fiber optic items, and erosion control measures. We recommend payment of ~~$227,166.50~~ #169,407.33 AQ to the Contractor, Absolute Concrete Construction, Inc., for work completed through September 1, 2023. 99% of the total contract work has been completed and 202 of the 164 working days (123%) have been charged through the pay application.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the September 18, 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer

Jordan M. Stoermer, P.E.
Project Manager

cc: Mark Land, P.E., Snyder & Associates, Inc.
Logan Jarvis, E.I., Snyder & Associates, Inc.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of $220,198.75 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 #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	SE 3rd Street Utility Improvements - Phase 1		
Contractor:	Absolute Concrete Construction, Inc.		
Address:	505 1st Avenue Slater, IA 50248		
Finance Budget Code:	48% 658.3658.4452 52% 695.3695.4453	***Finance Project #***	48% 658.4452 52% 695.4453
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	January 18, 2022	***Vendor #***	4997

Date of Council Meeting: September 18, 2023 **PAYMENT REQUEST #** 14

PAYMENT PERIOD: From: July 30, 2023 Through: September 2, 2023

Contract Summary

Original Contract Amount:	$ 1,816,990.10			
Net change by Change Orders:	$ 72,324.05			
Contract Amount to Date: (line 1 ± 2)		$ 1,889,314.15		
Total completed and stored to date:	$ 1,534,312.85			
Retainage: 5 % of Completed Work:	$ 76,715.64			
Total Earned less Retainage:		$ 1,457,597.21		
Less previous applications for payment:		$ 1,237,398.46		
SUBTOTAL			$	220,198.75
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	220,198.75
Balance to finish, including retainage:		$ 431,716.94		
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: Absolute Concrete Construction, Inc.
Firm Name

Signature — Date: 9/8/23

Engineer / Consultant Approval: JEO Consulting Group
Firm Name

Signature — Date: 9/8/2023

City of Ankeny Staff Approval:

Signature — Date: 9/8/2023

Submit to: Becky Ford, P.E. - Stormwater & Environmental Manager
E-mail: bford@Ankenylowa.gov *Phone:* (515) 963-3526 *Fax:* (515) 963-3526

Date Printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	$15,000.00	$ 15,000.00		$ -	1.00	1.00	$ 15,000.00	0.00	100.00%
2.02	TOPSOIL, OFF-SITE	CY	316.00		316.00	$65.00	$ 20,540.00		$ -	0.00	0.00	$ -	316.00	0.00%
2.03	EXCAVATION, CLASS 10	CY	592.00	131.00	723.00	$25.00	$ 18,075.00		$ -	381.00	381.00	$ 9,525.00	342.00	52.70%
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	$4.00	$ 22,224.00		$ -	3324.00	3,324.00	$ 13,296.00	2,232.00	59.83%
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389.00		1,389.00	$6.00	$ 8,334.00		$ -	1426.00	1,426.00	$ 8,556.00	(37.00)	102.66%
2.06	SUBBASE, MODIFIED	SY	5,556.00	790.00	6,346.00	$12.00	$ 76,152.00		$ -	4114.00	4,114.00	$ 49,368.00	2,232.00	64.83%
2.07	COMPACTION TESTING	LS	1.00		1.00	$5,000.00	$ 5,000.00		$ -	0.66	0.66	$ 3,300.00	0.34	66.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	$5,000.00	$ 5,000.00	0.24	$ 1,200.00	0.66	0.90	$ 4,500.00	0.10	90.00%
	SEWERS AND DRAINS													
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS PVC, 15 IN. DIA	LF	1,249.00	(1,249.00)	0.00	$95.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
4.02	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	104.00		104.00	$57.00	$ 5,928.00		$ -	44.00	44.00	$ 2,508.00	60.00	42.31%
4.03	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1,249.00		1,249.00	$106.00	$ 132,394.00	473.00	$ 50,138.00	776.00	1,249.00	$ 132,394.00	0.00	100.00%
4.04	STORM SEWER, TRENCHED, RCAP, 48 IN. ARCH. DIA.	LF	18.00		18.00	$242.85	$ 4,371.30		$ -	24.00	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	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	487.00	$ 14,610.00	768.00	1,255.00	$ 37,650.00	0.00	100.00%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	$550.00	$ 1,650.00	1.00	$ 550.00	2.00	3.00	$ 1,650.00	0.00	100.00%
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	101.00	$ 1,515.00	40.00	141.00	$ 2,115.00	(42.00)	142.42%
4.09	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA	LF	2,399.00		2,399.00	$26.70	$ 64,053.30		$ -	1552.00	1,552.00	$ 41,438.40	847.00	64.69%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	$60.00	$ 120.00		$ -	1.50	1.50	$ 90.00	0.50	75.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	14.00		14.00	$180.00	$ 2,520.00		$ -	10.00	10.00	$ 1,800.00	4.00	71.43%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	$625.00	$ 22,500.00		$ -	19.00	19.00	$ 11,875.00	17.00	52.78%
	WATER MAINS AND APPURTENANCES													
5.01	WATER MAIN, TRENCHED, PVC C900, 8 IN. DIA.	LF	1,253.00		1,253.00	$40.00	$ 50,120.00	453.00	$ 18,120.00	800.00	1,253.00	$ 50,120.00	0.00	100.00%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	$475.00	$ 475.00	1.00	$ 475.00	1.00	2.00	$ 950.00	(1.00)	200.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	$425.00	$ 425.00	1.00	$ 425.00	0.00	1.00	$ 425.00	0.00	100.00%
5.04	FITTING, UNION, 8"X 8".	EA	1.00		1.00	$576.00	$ 576.00	1.00	$ 576.00	0.00	1.00	$ 576.00	0.00	100.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	$545.25	$ 1,090.50	0.00	$ -	0.00	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	2.00	4.00	$ 2,200.00	(2.00)	200.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	$915.00	$ 16,470.00	1.00	$ 915.00	11.00	12.00	$ 10,980.00	6.00	66.67%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	$915.00	$ 16,470.00		$ -	11.00	11.00	$ 10,065.00	7.00	61.11%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	$22.50	$ 28,260.00	426.00	$ 9,585.00	830.00	1,256.00	$ 28,260.00	0.00	100.00%
5.10	WATER MAIN, TEMPORARY, PEX, 2IN. DIA.	LF	2,948.00		2,948.00	$16.00	$ 47,168.00	326.00	$ 5,216.00	2622.00	2,948.00	$ 47,168.00	0.00	100.00%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	$1,725.00	$ 8,625.00	1.00	$ 1,725.00	3.00	4.00	$ 6,900.00	1.00	80.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	$4,300.00	$ 12,900.00	1.00	$ 4,300.00	2.00	3.00	$ 12,900.00	0.00	100.00%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	$540.00	$ 1,080.00		$ -	2.00	2.00	$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	$200.00	$ 200.00		$ -	1.00	1.00	$ 200.00	0.00	100.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	$250.00	$ 500.00		$ -	2.00	2.00	$ 500.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, SW-301, 48"	EA	3.00		3.00	$9,800.00	$ 29,400.00	1.00	$ 9,800.00	2.00	3.00	$ 29,400.00	0.00	100.00%
6.02	MANHOLE, SW-303, 48"	EA	1.00		1.00	$10,525.00	$ 10,525.00		$ -	1.00	1.00	$ 10,525.00	0.00	100.00%
6.03	MANHOLE, SW-403, MODIFIED, 5.75' X 7.75'	EA	1.00		1.00	$12,405.00	$ 12,405.00		$ -	1.00	1.00	$ 12,405.00	0.00	100.00%
6.04	MANHOLE, SW-403, MODIFIED, 4' X 7.75'	EA	1.00		1.00	$14,150.00	$ 14,150.00		$ -	1.00	1.00	$ 14,150.00	0.00	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	$5,270.00	$ 21,080.00	0.50	$ 2,635.00	2.50	3.00	$ 15,810.00	1.00	75.00%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	$14,550.00	$ 58,200.00	0.50	$ 7,275.00	2.50	3.00	$ 43,650.00	1.00	75.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	$2,530.00	$ 5,060.00		$ -	0.00	0.00	$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	$250.00	$ 1,000.00		$ -	4.00	4.00	$ 1,000.00	0.00	100.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	$700.00	$ 2,800.00	2.00	$ 1,400.00	2.00	4.00	$ 2,800.00	0.00	100.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	$700.00	$ 2,800.00	2.00	$ 1,400.00	2.00	4.00	$ 2,800.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	4,677.00		4,677.00	$80.00	$ 374,160.00		$ -	3021.00	3,021.00	$ 241,680.00	1,656.00	64.59%
7.02	PAVEMENT, HMA 3 IN.	SY	64.00		64.00	$80.00	$ 5,120.00		$ -	0.00	0.00	$ -	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	$15.00	$ 30,795.00	227.00	$ 3,405.00	1437.90	1,664.90	$ 24,973.50	388.10	81.10%
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	$50.00	$ 48,000.00		$ -	603.60	603.60	$ 30,180.00	356.40	62.88%
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	$165.00	$ 8,745.00		$ -	53.50	53.50	$ 8,827.50	(0.50)	100.94%
7.06	DETECTABLE WARNINGS, POLYMER	SF	87.00		87.00	$50.00	$ 4,350.00		$ -	96.00	96.00	$ 4,800.00	(9.00)	110.34%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	$75.00	$ 71,250.00		$ -	593.00	593.00	$ 44,475.00	357.00	62.42%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	$12.00	$ 46,332.00		$ -	3861.00	3,861.00	$ 46,332.00	0.00	100.00%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	$10,000.00	$ 10,000.00		$ -	0.66	0.66	$ 6,600.00	0.34	66.00%

Date printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

	TRAFFIC CONTROL													
8.01	PAINTED PAVEMENT MARKING, DURABLE	STA	18.96		18.96	$350.00	$ 6,636.00		$ -	9.09	9.09	$ 3,181.50	9.87	47.94%
8.02	GROOVES CUT FOR PAVEMENT MARKINGS	STA	18.96		18.96	$150.00	$ 2,844.00		$ -	9.09	9.09	$ 1,363.50	9.87	47.94%
8.03	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$20,000.00	$ 20,000.00	0.10	$ 2,000.00	0.70	0.80	$ 16,000.00	0.20	80.00%
8.04	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20.00		20.00	$100.00	$ 2,000.00		$ -	50.00	50.00	$ 5,000.00	(30.00)	250.00%
8.05	REMOVAL, SALVAGE, AND REINSTALL SIGN	EA	8.00		8.00	$300.00	$ 2,400.00		$ -	4.00	4.00	$ 1,200.00	4.00	50.00%
	SITE WORK AND LANDSCAPING													
9.01	TEMPORARY CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	$750.00	$ 450.00		$ -	0.00	0.00	$ -	0.60	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 1	AC	0.60		0.60	$2,400.00	$ 1,440.00	0.13	$ 312.00	0.41	0.54	$ 1,296.00	0.06	90.00%
9.03	STABILIZED CONSTRUCTION ENTRANCE	SY	200.00		200.00	$8.00	$ 1,600.00		$ -	0.00	0.00	$ -	200.00	0.00%
9.04	EROSION CONTROL MULCH, HYDROMULCH (BFM)	AC	1.20		1.20	$3,500.00	$ 4,200.00	0.13	$ 455.00	0.77	0.90	$ 3,150.00	0.30	75.00%
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	16.00		16.00	$200.00	$ 3,200.00		$ -	4.00	4.00	$ 800.00	12.00	25.00%
9.06	INLET PROTECTION DEVICE, OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EA	4.00		4.00	$100.00	$ 400.00		$ -	8.00	8.00	$ 800.00	(4.00)	200.00%
9.07	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	48.00		48.00	$40.00	$ 1,920.00		$ -	32.00	32.00	$ 1,280.00	16.00	66.67%
9.08	INLET PROTECTION DEVICE, AREA INTAKE	EA	2.00		2.00	$150.00	$ 300.00		$ -	0.00	0.00	$ -	2.00	0.00%
	MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	$150,000.00	$ 150,000.00		$ -	1.00	1.00	$ 150,000.00	0.00	100.00%
11.02	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	$6,200.00	$ 6,200.00	0.10	$ 620.00	0.70	0.80	$ 4,960.00	0.20	80.00%
11.03	TEMPORARY GRANULAR SIDEWALK	SY	944.00		944.00	$20.00	$ 18,880.00	40.00	$ 800.00	433.00	473.00	$ 9,460.00	471.00	50.11%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	4.00		4.00	$2,500.00	$ 10,000.00		$ -	6.00	6.00	$ 15,000.00	(2.00)	150.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	$3,000.00	$ 3,000.00		$ -	0.66	0.66	$ 1,980.00	0.34	66.00%
11.06	ORANGE MESH SAFETY FENCE	LS	1.00		1.00	$20,000.00	$ 20,000.00	0.10	$ 2,000.00	0.70	0.80	$ 16,000.00	0.20	80.00%
	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	481.00	$ 56,373.20	768.00	1,249.00	$ 146,382.80	0.00	100.00%
12.02	SANITARY SEWER SERVICE, A-2000, 4"	LF	0.00	1,044.00	1,044.00	$ 70.22	$ 73,309.68	468.00	$ 32,862.96	576.00	1,044.00	$ 73,309.68	0.00	100.00%
12.03	4020-D - REMOVAL OF STORM SEWER, RCP, 36 IN. DIA.	LF	0.00	32.00	32.00	$ 38.85	$ 1,243.20		$ -	32.00	32.00	$ 1,243.20	0.00	100.00%
12.04	6010-H - REMOVE MANHOLE, STORM SEWER	EA	0.00	1.00	1.00	$ 999.00	$ 999.00		$ -	1.00	1.00	$ 999.00	0.00	100.00%
12.05	FOOTING REMOVAL (CO#3)	LS	0.00	1.00	1.00	$ 3,952.50	$ 3,952.50		$ -	1.00	1.00	$ 3,952.50	0.00	100.00%
12.06	8020-B, PAINTED PAVEMENT MARKINGS, TEMPORARY (CO#3)	LS	0.00	1.00	1.00	$ 3,348.87	$ 3,348.87		$ -	1.00	1.00	$ 3,348.87	0.00	100.00%
12.07	WATER SERVICE LINE RELOCATION (CO#3)	LS	0.00	1.00	1.00	$ 19,980.00	$ 19,980.00		$ -	1.00	1.00	$ 19,980.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = $1,889,314.15 PAY PERIOD = $ 231,788.16 COMPLETED = $1,534,312.85 81.21%

Date printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 20, 2022	$ 9,285.30
2	July 18, 2022	$ 116,299.10
3	September 6, 2022	$ 126,710.14
4	September 19, 2022	$ 109,410.36
5	October 17, 2022	$ 55,354.09
6	November 21, 2022	$ 62,994.02
7	December 19, 2022	$ 170,950.60
8	January 16, 2023	$ 85,369.85
9	February 20, 2023	$ 26,667.80
10	May 15, 2023	$ 62,624.73
11	June 19, 2023	$ 191,825.52
12	July 17, 2023	$ 181,322.13
13	September 5, 2023	$ 38,584.82
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 1,237,398.46

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	$ 30,045.48
2	July 18, 2022	$ 2,242.20
3	February 6, 2023	$ 27,281.37
4	August 7, 2023	$ 12,755.00
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CHANGE ORDER TOTAL = $ 72,324.05

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:	30.5
Total Working Days:	190.5
Working Days Used to Date:	235.0
Working Days Remaining:	0.0

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $132,212.93 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	2023 PCC Reconstruction Program - SE Creekview Drive		
Contractor:	Alliance Construction Group, LLC		
Address:	9400 Plum Drive, Suite 100, Urbandale, IA 50322		
Finance Budget Code:	916.3916.4451	**Finance Project #:**	916.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	February 20, 2023	**Vendor Account #:**	6994

Date of Council Meeting: September 18, 2023 **Payment Application #:** 4

Payment Period: From: August 6, 2023 Through: September 2, 2023

Contract Summary:

Original Contract Amount:	$ 491,807.50			
Net Change by Change Orders:	$ 13,700.00			
Contract Amount to Date: (line 1 ± 2)		$ 505,507.50		
Total Completed and Stored to Date:	$ 428,677.85			
Retainage: 5 % of Completed Work:	$ 21,433.89			
Total Earned Less Retainage:		$ 407,243.96		
Less Previous Applications for Payment:		$ 275,031.03		
SUBTOTAL:			$	132,212.93
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**132,212.93**
Balance to Finish, Including Retainage:		$ 98,263.54		
Contract Time Remaining:	21.00 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: Alliance Construction Group, LLC
Firm Name

Ryan McKinney
Signature

9/7/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Matthew Grgurich
Signature

9/7/2023
Date

Submit to: Matthew Grgurich - Civil Engineer I
E-mail: MGrgurich@Ankenyiowa.gov Phone Number: (515) 963-3549

Date Printed: 9/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	Excavation, Class 10	CY	505.00		505.00	$ 25.00	$ 12,625.00		$ -	448.00	448.00	$ 11,200.00	57.00	88.71%
2.02	Subgrade Preparation, 6" Depth	SY	3,025.00		3,025.00	$ 3.00	$ 9,075.00	1,473.00	$ 4,419.00	1512.00	2,985.00	$ 8,955.00	40.00	98.68%
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755.00		755.00	$ 5.00	$ 3,775.00		$ -		0.00	$ -	755.00	0.00%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025.00		3,025.00	$ 12.50	$ 37,812.50	1,473.00	$ 18,412.50	1512.00	2,985.00	$ 37,312.50	40.00	98.68%
2.05	Compaction Testing	LS	1.00		1.00	$ 4,000.00	$ 4,000.00	0.60	$ 2,400.00	0.30	0.90	$ 3,600.00	0.10	90.00%
	SEWERS AND DRAINS													
4.01	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830.00		830.00	$ 17.00	$ 14,110.00	395.00	$ 6,715.00	390.00	785.00	$ 13,345.00	45.00	94.58%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	1.00		1.00	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
4.03	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4.00		4.00	$ 350.00	$ 1,400.00		$ -	3.00	3.00	$ 1,050.00	1.00	75.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Intake Adjustment, Minor, Single Grate	EA	1.00		1.00	$ 1,600.00	$ 1,600.00		$ -		0.00	$ -	1.00	0.00%
6.02	Intake Adjustment, Minor, Double Grate	EA	1.00		1.00	$ 2,100.00	$ 2,100.00		$ -	1.00	1.00	$ 2,100.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525.00		2,525.00	$ 87.50	$ 220,937.50	1,046.00	$ 91,525.00	1439.00	2,485.00	$ 217,437.50	40.00	98.42%
7.02	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50.00		50.00	$ 100.00	$ 5,000.00		$ -		0.00	$ -	50.00	0.00%
7.03	Plastic Concrete Testing	LS	1.00		1.00	$ 4,500.00	$ 4,500.00	0.40	$ 1,800.00	0.50	0.90	$ 4,050.00	0.10	90.00%
7.04	Removal of Sidewalk	SY	100.00		100.00	$ 15.00	$ 1,500.00		$ -	30.00	30.00	$ 450.00	70.00	30.00%
7.05	Removal of Driveway	SY	300.00		300.00	$ 15.00	$ 4,500.00	50.00	$ 750.00	207.90	257.90	$ 3,868.50	42.10	85.97%
7.06	Sidewalk, PCC, 4" Thick	SY	140.00		140.00	$ 58.00	$ 8,120.00		$ -	20.00	20.00	$ 1,160.00	120.00	14.29%
7.07	Sidewalk, PCC, 6" Thick	SY	55.00		55.00	$ 55.00	$ 3,025.00		$ -	13.00	13.00	$ 715.00	42.00	23.64%
7.08	Detectable Warnings, Galvanized Steel	SF	84.00		84.00	$ 85.00	$ 7,140.00		$ -	24.00	24.00	$ 2,040.00	60.00	28.57%
7.09	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310.00		310.00	$ 60.00	$ 18,600.00		$ -	175.00	175.00	$ 10,500.00	135.00	56.45%
7.10	Subbase Over-excavation, 6" Depth	SY	300.00		300.00	$ 8.00	$ 2,400.00		$ -	78.00	78.00	$ 624.00	222.00	26.00%
7.11	Pavement Removal, PCC	SY	2,525.00		2,525.00	$ 12.00	$ 30,300.00		$ -	2341.80	2,341.80	$ 28,101.60	183.20	92.74%
7.12	Curb and Gutter Removal, 2.0' Wide	LF	50.00		50.00	$ 42.00	$ 2,100.00		$ -		0.00	$ -	50.00	0.00%
	TRAFFIC CONTROL													
8.01	Traffic Signal Modification, SE Creekview Drive and SE Oratabor Road	LS	1.00		1.00	$ 2,500.00	$ 2,500.00		$ -	0.50	0.50	$ 1,250.00	0.50	50.00%
8.02	Painted Pavement Markings, Durable	STA	3.00		3.00	$ 950.00	$ 2,850.00		$ -		0.00	$ -	3.00	0.00%
8.03	Grooves Cut for Pavement Markings	STA	3.00		3.00	$ 450.00	$ 1,350.00		$ -		0.00	$ -	3.00	0.00%
8.04	Temporary Traffic Control	LS	1.00		1.00	$ 23,000.00	$ 23,000.00	0.30	$ 6,900.00	0.50	0.80	$ 18,400.00	0.20	80.00%
8.05	Portable Dynamic Message Sign (PDMS)	CDAY	15.00		15.00	$ 170.00	$ 2,550.00		$ -	15.00	15.00	$ 2,550.00	0.00	100.00%
8.06	Temporary Lane Separator System (TLSS)	LF	875.00		875.00	$ 14.50	$ 12,687.50	50.00	$ 725.00	437.50	487.50	$ 7,068.75	387.50	55.71%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.50		0.50	$ 1,000.00	$ 500.00		$ -		0.00	$ -	0.50	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.50		0.50	$ 5,000.00	$ 2,500.00		$ -		0.00	$ -	0.50	0.00%
9.03	Inlet Protection Device, Surface-applied	EA	3.00		3.00	$ 200.00	$ 600.00		$ -	2.00	2.00	$ 400.00	1.00	66.67%
9.04	Inlet Protection Device, Drop-in	EA	3.00		3.00	$ 200.00	$ 600.00	1.00	$ 200.00		1.00	$ 200.00	2.00	33.33%
9.05	Inlet Protection Device, Maintenance	EA	6.00		6.00	$ 50.00	$ 300.00		$ -		0.00	$ -	6.00	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 40,000.00	$ 40,000.00	0.10	$ 4,000.00	0.70	0.80	$ 32,000.00	0.20	80.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	$ 3,250.00	$ 3,250.00	0.10	$ 325.00	0.70	0.80	$ 2,600.00	0.20	80.00%
11.03	Concrete Washout	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	0.50	$ 1,000.00	0.25	0.75	$ 1,500.00	0.25	75.00%
	CHANGE ORDER ITEMS													
12.01	Clearing and Grubbing	LS	0.00	1.00	1.00	$ 2,200.00	$ 2,200.00		$ -	1.00	1.00	$ 2,200.00	0.00	100.00%
12.02	Intake, SW-505, Cast-In-Place	EA	0.00	1.00	1.00	$ 7,650.00	$ 7,650.00		$ -	1.00	1.00	$ 7,650.00	0.00	100.00%
12.03	Remove Intake	EA	0.00	1.00	1.00	$ 3,850.00	$ 3,850.00		$ -	1.00	1.00	$ 3,850.00	0.00	100.00%
12.04					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 = $ 505,507.50 PAY PERIOD = $ 139,171.50 COMPLETED = $ 428,677.85 84.80%

Date printed: 9/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	$ 8,449.06
2	July 17, 2023	$ 211,812.10
3	August 21, 2023	$ 54,769.87
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 275,031.03

Record of Change Orders:

No.	Date	Amount
1	June 19, 2023	$ 2,200.00
2	August 21, 2023	$ 11,500.00
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CHANGE ORDER TOTAL = $ 13,700.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	May 1, 2023

Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	39.0
Working Days Remaining:	**11.0**

Full Completion:

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

Date Printed: 9/6/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $279,580.87 to Alliance Construction Group, LLC, for construction services on the SW State Street Reconstruction Project - Southbound Lanes.

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 #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SW State Street Reconstruction - Southbound Lanes		
Contractor:	Alliance Construction Group, LLC		
Address:	9400 Plum Drive, Suite 100, Urbandale, IA 50322		
Finance Budget Code:	968.3968.4451	**Finance Project #:**	968.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	January 17, 2023	**Vendor Account #:**	6994

Date of Council Meeting: September 18, 2023 **Payment Application #:** 3

Payment Period: From: August 6, 2023 Through: September 2, 2023

Contract Summary:

Original Contract Amount:	$ 1,407,593.05			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 1,407,593.05		
Total Completed and Stored to Date:	$ 1,317,163.05			
Retainage: 5 % of Completed Work:	$ 65,858.15			
Total Earned Less Retainage:		$ 1,251,304.90		
Less Previous Applications for Payment:		$ 971,724.03		
SUBTOTAL:			$	279,580.87
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**279,580.87**
Balance to Finish, Including Retainage:		$ 156,288.15		
Contract Time Remaining:	28.00 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: Alliance Construction Group, LLC
Firm Name

Ryan McKinney
Signature

9/7/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Matthew Grgurich
Signature

9/7/2023
Date

Submit to: Matthew Grgurich - Civil Engineer I
E-mail: MGrgurich@Ankenyiowa.gov Phone Number: (515) 963-3549

Date Printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	Topsoil, On-Site, 6" Depth	CY	455.00		455.00	$ 8.25	$ 3,753.75	455.00	$ 3,753.75		455.00	$ 3,753.75	0.00	100.00%
2.02	Excavation, Class 10	CY	2,492.00		2,492.00	$ 5.25	$ 13,083.00	499.00	$ 2,619.75	1993.00	2,492.00	$ 13,083.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	10,102.00		10,102.00	$ 3.15	$ 31,821.30	2,041.00	$ 6,429.15	8061.00	10,102.00	$ 31,821.30	0.00	100.00%
2.04	Subgrade Treatment, Geogrid, Triangular	SY	2,500.00		2,500.00	$ 9.75	$ 24,375.00		$ -	56.00	56.00	$ 546.00	2,444.00	2.24%
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	10,102.00		10,102.00	$ 13.50	$ 136,377.00	2,102.00	$ 28,377.00	8000.00	10,102.00	$ 136,377.00	0.00	100.00%
2.06	Compaction Testing	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	0.40	$ 1,000.00	0.60	1.00	$ 2,500.00	0.00	100.00%
	TRENCH EXCAVATION AND BACKFILL													
	SEWERS AND DRAINS													
4.01	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	16.00		16.00	$ 180.00	$ 2,880.00		$ -	16.00	16.00	$ 2,880.00	0.00	100.00%
4.02	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	8.00		8.00	$ 185.00	$ 1,480.00		$ -	8.00	8.00	$ 1,480.00	0.00	100.00%
4.03	Removal of Storm Sewer, Less than 36" Diameter	LF	24.00		24.00	$ 72.00	$ 1,728.00		$ -	24.00	24.00	$ 1,728.00	0.00	100.00%
4.04	Subdrain, Corrugated PVC, Type 1, Case C, 6" Diameter	LF	2,138.00		2,138.00	$ 20.00	$ 42,760.00	138.00	$ 2,760.00	2000.00	2,138.00	$ 42,760.00	0.00	100.00%
4.05	Subdrain, Corrugated PVC, Type 1, Case C, 8" Diameter	LF	370.00		370.00	$ 24.00	$ 8,880.00		$ -	370.00	370.00	$ 8,880.00	0.00	100.00%
4.06	Subdrain, Corrugated PVC, Type 2, case D, 8" Diameter	LF	51.00		51.00	$ 24.00	$ 1,224.00		$ -	51.00	51.00	$ 1,224.00	0.00	100.00%
4.07	Subdrain Cleanout, Type B, 24" Diameter	EA	8.00		8.00	$ 1,875.00	$ 15,000.00	4.00	$ 7,500.00		4.00	$ 7,500.00	4.00	50.00%
4.08	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	6.00		6.00	$ 400.00	$ 2,400.00		$ -	6.00	6.00	$ 2,400.00	0.00	100.00%
4.09	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	1.00		1.00	$ 400.00	$ 400.00	1.00	$ 400.00		1.00	$ 400.00	0.00	100.00%
4.10	Removal of Subdrain	LF	415.00		415.00	$ 3.50	$ 1,452.50		$ -	415.00	415.00	$ 1,452.50	0.00	100.00%
	WATER MAINS AND APPURTENANCES													
5.01	Water Service Stop Box Assembly	EA	2.00		2.00	$ 2,000.00	$ 4,000.00		$ -	3.00	3.00	$ 6,000.00	(1.00)	150.00%
5.02	Valve, Gate, 6" Diameter	EA	1.00		1.00	$ 2,800.00	$ 2,800.00		$ -	1.00	1.00	$ 2,800.00	0.00	100.00%
5.03	Valve Removal	EA	2.00		2.00	$ 3,200.00	$ 6,400.00		$ -	2.00	2.00	$ 6,400.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Intake, SW-505, Cast-In-Place	EA	2.00		2.00	$ 7,500.00	$ 15,000.00		$ -	2.00	2.00	$ 15,000.00	0.00	100.00%
6.02	Manhole Adjustment, Sanitary, Minor, Type C Casting	EA	1.00		1.00	$ 2,600.00	$ 2,600.00	1.00	$ 2,600.00		1.00	$ 2,600.00	0.00	100.00%
6.03	Intake Adjustment, Minor, SW-505	EA	1.00		1.00	$ 2,600.00	$ 2,600.00		$ -	1.00	1.00	$ 2,600.00	0.00	100.00%
6.04	Remove Intake	EA	2.00		2.00	$ 2,600.00	$ 5,200.00		$ -	2.00	2.00	$ 5,200.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 9" Depth	SY	8,751.00		8,751.00	$ 79.00	$ 691,329.00	751.00	$ 59,329.00	8000.00	8,751.00	$ 691,329.00	0.00	100.00%
7.02	Concrete Median, Class C or C-SUD, 6" Depth	SY	115.00		115.00	$ 65.00	$ 7,475.00	115.00	$ 7,475.00		115.00	$ 7,475.00	0.00	100.00%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	$ 9,500.00	$ 9,500.00	0.75	$ 7,125.00	0.25	1.00	$ 9,500.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	14.00		14.00	$ 120.00	$ 1,680.00		$ -	14.00	14.00	$ 1,680.00	0.00	100.00%
7.05	Removal of Driveway	SY	59.00		59.00	$ 95.00	$ 5,605.00	59.00	$ 5,605.00		59.00	$ 5,605.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 4" Depth	SY	14.00		14.00	$ 115.00	$ 1,610.00	14.00	$ 1,610.00		14.00	$ 1,610.00	0.00	100.00%
7.07	Sidewalk, PCC, Class C, 6" Depth	SY	22.00		22.00	$ 115.00	$ 2,530.00	22.00	$ 2,530.00		22.00	$ 2,530.00	0.00	100.00%
7.08	Detectable Warnings, Galvanized Steel	SF	20.00		20.00	$ 120.00	$ 2,400.00	20.00	$ 2,400.00		20.00	$ 2,400.00	0.00	100.00%
7.09	Driveway, Paved, Type A with Radii, PCC, Class C, 7" Depth	SY	49.00		49.00	$ 80.00	$ 3,920.00	49.00	$ 3,920.00		49.00	$ 3,920.00	0.00	100.00%
7.10	Full Depth Patches, 9" Depth	SY	428.00		428.00	$ 115.00	$ 49,220.00	460.00	$ 52,900.00		460.00	$ 52,900.00	(32.00)	107.48%
7.11	Subbase Over-Excavation, 6" Depth	TON	320.00		320.00	$ 14.00	$ 4,480.00		$ -	11.00	11.00	$ 154.00	309.00	3.44%
7.12	Pavement Removal	SY	8,571.00		8,571.00	$ 8.75	$ 74,996.25	2,143.00	$ 18,751.25	6428.00	8,571.00	$ 74,996.25	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Traffic Signal Modification, SW State Street and SW Ordnance Road	LS	1.00		1.00	$ 14,750.00	$ 14,750.00	1.00	$ 14,750.00		1.00	$ 14,750.00	0.00	100.00%
8.02	Traffic Signal Modification, Temporary, SW State St and SW Ordnance Rd	LS	1.00		1.00	$ 2,300.00	$ 2,300.00	1.00	$ 2,300.00		1.00	$ 2,300.00	0.00	100.00%
8.03	Traffic Signal Modification, Temporary, SW State St and West First St	LS	1.00		1.00	$ 3,200.00	$ 3,200.00		$ -	0.50	0.50	$ 1,600.00	0.50	50.00%
8.04	Painted Pavement Markings, Durable	STA	38.39		38.39	$ 225.00	$ 8,637.75	38.39	$ 8,637.75		38.39	$ 8,637.75	0.00	100.00%
8.05	Wet, Retroreflective Removable Tape Markings	STA	1.40		1.40	$ 525.00	$ 735.00	1.40	$ 735.00		1.40	$ 735.00	0.00	100.00%
8.06	Painted Symbols and Legends, Durable	EA	8.00		8.00	$ 425.00	$ 3,400.00	8.00	$ 3,400.00		8.00	$ 3,400.00	0.00	100.00%
8.07	Raised Pavement Markers	EA	160.00		160.00	$ 6.50	$ 1,040.00	160.00	$ 1,040.00		160.00	$ 1,040.00	0.00	100.00%
8.08	Pavement Markings Removed, Waterblasting	STA	20.20		20.20	$ 115.00	$ 2,323.00	20.20	$ 2,323.00		20.20	$ 2,323.00	0.00	100.00%
8.09	Symbols and Legends Removed, Waterblasting	EA	1.00		1.00	$ 325.00	$ 325.00	1.00	$ 325.00		1.00	$ 325.00	0.00	100.00%
8.10	Grooves Cut for Pavement Markings	STA	37.02		37.02	$ 125.00	$ 4,627.50	37.02	$ 4,627.50		37.02	$ 4,627.50	0.00	100.00%
8.11	Grooves Cut for Symbols and Legends	EA	5.00		5.00	$ 200.00	$ 1,000.00	5.00	$ 1,000.00		5.00	$ 1,000.00	0.00	100.00%
8.12	Temporary Traffic Control	LS	1.00		1.00	$ 40,000.00	$ 40,000.00	0.20	$ 8,000.00	0.40	0.60	$ 24,000.00	0.40	60.00%
8.13	Portable Dynamic Message Sign (PDMS)	CDAY	20.00		20.00	$ 130.00	$ 2,600.00		$ -	15.00	15.00	$ 1,950.00	5.00	75.00%
8.14	Traffic Signs by Area	SF	12.00		12.00	$ 40.00	$ 480.00		$ -		0.00	$ -	12.00	0.00%
8.15	Wood Posts	LF	24.00		24.00	$ 40.00	$ 960.00	24.00	$ 960.00		24.00	$ 960.00	0.00	100.00%
8.16	Round Steel Posts	LF	30.00		30.00	$ 90.00	$ 2,700.00		$ -		0.00	$ -	30.00	0.00%

Date printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.17	Round Steel Post Anchors	EA	3.00		3.00	$ 325.00	$ 975.00	3.00	$ 975.00		3.00	$ 975.00	0.00	100.00%
8.18	Remove and Reinstall Traffic Signs	EA	7.00		7.00	$ 225.00	$ 1,575.00	7.00	$ 1,575.00		7.00	$ 1,575.00	0.00	100.00%
8.19	Remove and Salvage Traffic Sign Assembly	EA	3.00		3.00	$ 125.00	$ 375.00	3.00	$ 375.00		3.00	$ 375.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.20		1.20	$ 175.00	$ 210.00		$ -		0.00	$ -	1.20	0.00%
9.02	Conventional Seeding and Fertilizing, Type 6	AC	1.20		1.20	$ 2,300.00	$ 2,760.00		$ -		0.00	$ -	1.20	0.00%
9.03	Filter Sock, 9" Diameter	LF	100.00		100.00	$ 2.25	$ 225.00		$ -		0.00	$ -	100.00	0.00%
9.04	Filter Sock, Removal	LF	100.00		100.00	$ 0.50	$ 50.00		$ -		0.00	$ -	100.00	0.00%
9.05	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	2.40		2.40	$ 3,400.00	$ 8,160.00		$ -		0.00	$ -	2.40	0.00%
9.06	Inlet Protection Device, Surface-applied	EA	3.00		3.00	$ 75.00	$ 225.00	1.50	$ 112.50	1.50	3.00	$ 225.00	0.00	100.00%
9.07	Inlet Protection Device, Drop-in	EA	8.00		8.00	$ 175.00	$ 1,400.00	4.00	$ 700.00		4.00	$ 700.00	4.00	50.00%
9.08	Inlet Protection Device, Maintenance	EA	16.00		16.00	$ 30.00	$ 480.00		$ -		0.00	$ -	16.00	0.00%
	DEMOLITION													
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 85,000.00	$ 85,000.00	0.25	$ 21,250.00	0.50	0.75	$ 63,750.00	0.25	75.00%
11.02	Temporary Granular Driveway	TON	78.00		78.00	$ 60.00	$ 4,680.00		$ -	39.00	39.00	$ 2,340.00	39.00	50.00%
11.03	Concrete Washout, Roll-off Container	LS	1.00		1.00	$ 5,500.00	$ 5,500.00	0.75	$ 4,125.00	0.25	1.00	$ 5,500.00	0.00	100.00%
	ELECTRICAL RELOCATION													
12.01	Conduit, Gray HDPE, 2" Diameter, trench or Trenchless	LF	645.00		645.00	$ 16.00	$ 10,320.00		$ -	645.00	645.00	$ 10,320.00	0.00	100.00%
12.02	Power Cable 2-3C #6 AWG, Tracer Wire, and Pull Rope	LF	790.00		790.00	$ 13.00	$ 10,270.00		$ -	790.00	790.00	$ 10,270.00	0.00	100.00%
12.03	Type I Handhole, 24" Diameter, Precast Concrete	EA	3.00		3.00	$ 950.00	$ 2,850.00		$ -		0.00	$ -	3.00	0.00%
	CHANGE ORDER ITEMS													
13.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
13.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
13.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
13.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
13.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $1,407,593.05** **PAY PERIOD = $ 294,295.65** **COMPLETED = $1,317,163.05** **93.58%**

Date printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	$ 149,235.88
2	August 21, 2023	$ 822,488.15
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 971,724.03

Record of Change Orders:

No.	Date	Amount
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15		

CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	75.0
Added by Change Order:	
Total Working Days:	75.0
Working Days Used to Date:	62.0
Working Days Remaining:	**13.0**

Full Completion:

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

Date Printed: 9/7/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $60,164.69 to All-Star Concrete, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	2023 PCC Reconstruction Program - SE 8th St		
Contractor:	All Star Concrete, LLC		
Address:	4989 NW Johnston Dr, Johnston, IA 50131		
Finance Budget Code:	916.3916.4451	**Finance Project #:**	916.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	February 6, 2023	**Vendor Account #:**	9679

Date of Council Meeting: September 18, 2023 **Payment Application #:** 3

Payment Period: From: August 6, 2023 Through: September 2, 2023

Contract Summary:

Original Contract Amount:	$ 642,101.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 642,101.00		
Total Completed and Stored to Date:	$ 617,436.00			
Retainage: 5 % of Completed Work:	$ 30,871.80			
Total Earned Less Retainage:		$ 586,564.20		
Less Previous Applications for Payment:		$ 526,399.51		
SUBTOTAL:			$	60,164.69
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**60,164.69**
Balance to Finish, Including Retainage:		$ 55,536.80		
Contract Time Remaining:	(6.50) 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: All Star Concrete, LLC
Firm Name

Paublo Sanchez
Signature

09.08.2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Emily Soares
Signature

9/8/23
Date

Submit to: Emily Soares - Civil Engineer 1

E-mail: ESoares@Ankenyiowa.gov Phone Number: 515-963-3542

Date Printed: 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	Topsoil, Compost-amended	CY	270		270.00	$ 70.00	$ 18,900.00		$ -	135.00	135.00	$ 9,450.00	135.00	50.00%
2.02	Excavation, Class 10	CY	660		660.00	$ 20.00	$ 13,200.00		$ -	660.00	660.00	$ 13,200.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	3,960		3,960.00	$ 3.00	$ 11,880.00		$ -	3,960.00	3,960.00	$ 11,880.00	0.00	100.00%
2.04	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990		990.00	$ 5.00	$ 4,950.00		$ -	54.00	54.00	$ 270.00	936.00	5.45%
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960		3,960.00	$ 12.50	$ 49,500.00	160.00	$ 2,000.00	3,800.00	3,960.00	$ 49,500.00	0.00	100.00%
2.06	Compaction Testing	LS	1		1.00	$ 1,629.00	$ 1,629.00		$ -	1.00	1.00	$ 1,629.00	0.00	100.00%
	SEWERS AND DRAINS													
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440		1,440.00	$ 30.00	$ 43,200.00	50.00	$ 1,500.00	1,390.00	1,440.00	$ 43,200.00	0.00	100.00%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	2		2.00	$ 1,800.00	$ 3,600.00	2.00	$ 3,600.00	-	2.00	$ 3,600.00	0.00	100.00%
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10		10.00	$ 450.00	$ 4,500.00	3.00	$ 1,350.00	9.00	12.00	$ 5,400.00	(2.00)	120.00%
	WATER MAINS AND APPURTENANCES													
5.01	Valve Box Replacement	EA	2		2.00	$ 850.00	$ 1,700.00		$ -	2.00	2.00	$ 1,700.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1		1.00	$ 3,750.00	$ 3,750.00		$ -	1.00	1.00	$ 3,750.00	0.00	100.00%
6.02	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1		1.00	$ 5,200.00	$ 5,200.00		$ -	1.00	1.00	$ 5,200.00	0.00	100.00%
6.03	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1		1.00	$ 5,600.00	$ 5,600.00		$ -	1.00	1.00	$ 5,600.00	0.00	100.00%
6.04	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1		1.00	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
6.05	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1		1.00	$ 2,500.00	$ 2,500.00	1.00	$ 2,500.00	-	1.00	$ 2,500.00	0.00	100.00%
6.06	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8		8.00	$ 2,500.00	$ 20,000.00	2.00	$ 5,000.00	6.00	8.00	$ 20,000.00	0.00	100.00%
6.07	Intake Adjustment, Minor	EA	6		6.00	$ 2,500.00	$ 15,000.00		$ -	6.00	6.00	$ 15,000.00	0.00	100.00%
6.08	Intake Adjustment, Major	EA	1		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	1.00	$ 3,500.00	0.00	100.00%
6.09	Remove Intake	EA	4		4.00	$ 750.00	$ 3,000.00		$ -	4.00	4.00	$ 3,000.00	0.00	100.00%
6.10	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1		1.00	$ 5,200.00	$ 5,200.00		$ -	1.00	1.00	$ 5,200.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	890		890.00	$ 72.00	$ 64,080.00	133.00	$ 9,576.00	757.00	890.00	$ 64,080.00	0.00	100.00%
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450		2,450.00	$ 78.00	$ 191,100.00	172.00	$ 13,416.00	2,278.00	2,450.00	$ 191,100.00	0.00	100.00%
7.03	Plastic Concrete Testing	LS	1		1.00	$ 5,007.00	$ 5,007.00	0.25	$ 1,251.75	0.75	1.00	$ 5,007.00	0.00	100.00%
7.04	Removal of Sidewalk	SY	230		230.00	$ 15.00	$ 3,450.00		$ -	240.00	240.00	$ 3,600.00	(10.00)	104.35%
7.05	Removal of Driveway	SY	175		175.00	$ 15.00	$ 2,625.00		$ -	175.00	175.00	$ 2,625.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 4" Thick	SY	135		135.00	$ 55.00	$ 7,425.00	12.00	$ 660.00	123.00	135.00	$ 7,425.00	0.00	100.00%
7.07	Sidewalk, PCC, Class C, 6" Thick	SY	85		85.00	$ 75.00	$ 6,375.00	14.00	$ 1,050.00	71.00	85.00	$ 6,375.00	0.00	100.00%
7.08	Detectable Warnings, Galvanized Steel	SF	96		96.00	$ 60.00	$ 5,760.00	8.00	$ 480.00	88.00	96.00	$ 5,760.00	0.00	100.00%
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175		175.00	$ 65.00	$ 11,375.00		$ -	175.00	175.00	$ 11,375.00	0.00	100.00%
7.10	Subbase Over-excavation, 6" Depth	SY	396		396.00	$ 12.50	$ 4,950.00		$ -	15.00	15.00	$ 187.50	381.00	3.79%
7.11	Pavement Removal	SY	3,340		3,340.00	$ 12.00	$ 40,080.00		$ -	3,340.00	3,340.00	$ 40,080.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1		1.00	$ 6,750.00	$ 6,750.00	0.25	$ 1,687.50	0.75	1.00	$ 6,750.00	0.00	100.00%
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10		10.00	$ 150.00	$ 1,500.00		$ -	10.00	10.00	$ 1,500.00	0.00	100.00%
8.03	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2		2.00	$ 300.00	$ 600.00	2.00	$ 600.00	0.00	2.00	$ 600.00	0.00	100.00%
8.04	U-Shaped Rail Steel Posts	EA	2		2.00	$ 175.00	$ 350.00	2.00	$ 350.00	0.00	2.00	$ 350.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.5		0.50	$ 2,750.00	$ 1,375.00		$ -	0.00	0.00	$ -	0.50	0.00%
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.5		0.50	$ 1,750.00	$ 875.00		$ -	0.00	0.00	$ -	0.50	0.00%
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1.0		1.00	$ 3,500.00	$ 3,500.00		$ -	0.00	0.00	$ -	1.00	0.00%
9.04	Inlet Protection Device, Surface-applied	EA	11		11.00	$ 50.00	$ 550.00		$ -	11.00	11.00	$ 550.00	0.00	100.00%
9.05	Inlet Protection Device, Drop-in	EA	11		11.00	$ 155.00	$ 1,705.00		$ -	5.50	5.50	$ 852.50	5.50	50.00%
9.06	Inlet Protection Device, Maintenance	EA	11		11.00	$ 20.00	$ 220.00		$ -	0.00	0.00	$ -	11.00	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1		1.00	$ 41,610.00	$ 41,610.00	0.25	$ 10,402.50	0.75	1.00	$ 41,610.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1		1.00	$ 1,830.00	$ 1,830.00	0.25	$ 457.50	0.75	1.00	$ 1,830.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1		1.00	$ 3,900.00	$ 3,900.00		$ -	1.00	1.00	$ 3,900.00	0.00	100.00%
11.04	Temporary Pedestrian Ramp	EA	8		8.00	$ 1,750.00	$ 14,000.00	4.00	$ 7,000.00	4.00	8.00	$ 14,000.00	0.00	100.00%
11.05	Concrete Washout, Containers	LS	1		1.00	$ 1,800.00	$ 1,800.00	0.25	$ 450.00	0.75	1.00	$ 1,800.00	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	0.00%
12.03					0.00		$ -		$ -	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 = $ 642,101.00 PAY PERIOD = $ 63,331.25 COMPLETED = $ 617,436.00 96.16%

Date printed: 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	$ 273,583.85
2	August 21, 2023	$ 252,815.66
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 526,399.51

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	40.0
Added by Change Order:	
Total Working Days:	40.0
Working Days Used to Date:	56.5
Working Days Remaining:	(16.5)

Full Completion:

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

Date Printed: 9/5/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $66,196.61 to All-Star Concrete, LLC, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	N Ankeny Boulevard and 18th Street Intersection Improvements		
Contractor:	All-Star Concrete LLC		
Address:	4989 NW Johnston Drive, Johnston, IA 50131		
Finance Budget Code:	913.3913.4451	***Finance Project #***	913.4451
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	March 20, 2023	***Vendor #***	9679

Date of Council Meeting: 09/18/23 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: 07/01/23 Through: 07/31/23

Contract Summary

Original Contract Amount:	$ 439,624.75			
Net change by Change Orders:	$ 9,737.10			
Contract Amount to Date: (line 1 ± 2)		$ 449,361.85		
Total completed and stored to date:	$ 344,318.55			
Retainage: 5 % of Completed Work:	$ 17,215.93			
Total Earned less Retainage:		$ 327,102.62		
Less previous applications for payment:		$ 260,906.01		
SUBTOTAL			$	66,196.61
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	66,196.61
Balance to finish, including retainage:		$ 122,259.23		

Contract Time Remaining (If applicable) N/A Completion Date August 18, 2023

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

Construction Contractor Approval: All-Star Concrete LLC
Firm Name

Paublo Sanchez
Signature

09.07.2023
Date

Engineer / Consultant Approval: Snyder & Associates
Firm Name

Jordan Stoermer
Digitally signed by Jordan Stoermer
DN: C=US, E=jstoermer@snyder-associates.com, O=Snyder & Associates, Inc., OU=Project Engineer, CN=Jordan Stoermer
Date: 2023.09.08 11:27:22-05'00'
Signature

9/8/2023
Date

City of Ankeny Staff Approval:

Leslie Hart
Signature

9/8/23
Date

Submit to: Leslie Hart
E-mail: Lhart@ankenyiowa.gov *Phone:* 515-963-3548 *Fax:* 515-963-3548

Date Printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	Topsoil, Off-site	CY	65		65	$ 45.00	$ 2,925.00		$ -	65.00	65.00	$ 2,925.00	0	100.00%
2.02	Excavation, Class 10, Waste	CY	150		150	$ 28.00	$ 4,200.00		$ -	150.00	150.00	$ 4,200.00	0	100.00%
2.03	Subgrade Preparation, 6-inch Depth	SY	575		575	$ 7.00	$ 4,025.00		$ -	575.00	575.00	$ 4,025.00	0	100.00%
2.04	Subbase, Modified, 6-inch Depth	SY	575		575	$ 12.00	$ 6,900.00		$ -	575.00	575.00	$ 6,900.00	0	100.00%
2.05	Removal of Structure, Retaining Wall	LS	1		1	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0	100.00%
2.06	Removal of Structure, Brick Medians and Irrigation	LS	1		1	$ 3,800.00	$ 3,800.00		$ -	1.00	1.00	$ 3,800.00	0	100.00%
2.07	Compaction Testing	LS	1		1	$ 4,200.00	$ 4,200.00		$ -	1.00	1.00	$ 4,200.00	0	100.00%
	WATER MAIN AND APPURTENANCES								$ -		0.00	$ -		0.00%
5.01	Irrigation Sleeving, Trenchless HDPE, 3-inch Dia.	LF	334		334	$ 105.00	$ 35,070.00		$ -	338.00	338.00	$ 35,490.00	(4)	101.20%
5.02	12-inch by 2-inch Service Saddle Tab and Corporation Valve	EA	1		1	$ 4,800.00	$ 4,800.00		$ -	1.00	1.00	$ 4,800.00	0	100.00%
5.03	Valve Box Extension	EA	6		6	$ 642.00	$ 3,852.00	2	$ 1,284.00	1.00	3.00	$ 1,926.00	3	50.00%
5.04	12-Inch Ground Box	EA	6		6	$ 530.00	$ 3,180.00		$ -		0.00	$ -	6	0.00%
	STRUCTURES FOR SANITARY AND STORM				0		$ -		$ -		0.00	$ -		
6.01	Manhole Adjustment, Minor	EA	3	(1)	2	$ 2,000.00	$ 4,000.00	1	$ 2,000.00		1.00	$ 2,000.00	1	50.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 9-inch Depth	SY	572		572	$ 92.00	$ 52,624.00		$ -	649.70	649.70	$ 59,772.40	(78)	113.58%
7.02	Curb and Gutter, 2.5-foot Width, 9-inch Depth	LF	233		233	$ 55.00	$ 12,815.00		$ -	204.31	204.31	$ 11,237.05	29	87.69%
7.03	PCC Beam Curb	LF	508	(14)	494	$ 48.00	$ 23,712.00	249	$ 11,952.00		249.00	$ 11,952.00	245	50.40%
7.04	Concrete Median, 6-Inch Depth, PCC, Colored	SY	52		52	$ 150.00	$ 7,800.00		$ -	52.00	52.00	$ 7,800.00	0	100.00%
7.05	Removal of Sidewalk	SY	322		322	$ 15.00	$ 4,830.00	167.58	$ 2,513.70	175.26	342.84	$ 5,142.60	(21)	106.47%
7.06	Sidewalk, PCC, 5-Inch Depth	SY	58	6.5	64.5	$ 70.00	$ 4,515.00	39.20	$ 2,744.00		39.20	$ 2,744.00	25	60.78%
7.07	Sidewalk, PCC, 6-Inch Depth	SY	80		80	$ 80.00	$ 6,400.00	39.89	$ 3,191.20		39.89	$ 3,191.20	40	49.86%
7.08	Sidewalk, PCC, 5-Inch Depth, Textured Concrete	SY	191		191	$ 100.00	$ 19,100.00	106.46	$ 10,646.00		106.46	$ 10,646.00	85	55.74%
7.09	Sidewalk, PCC, 5-Inch Depth, Colored and Textured Concrete	SY	257	(6.5)	250.5	$ 125.00	$ 31,312.50	138.18	$ 17,272.50		138.18	$ 17,272.50	112	55.16%
7.10	Detectable Warning, Galvanized Steel	SF	144		144	$ 60.00	$ 8,640.00	72.00	$ 4,320.00		72.00	$ 4,320.00	72	50.00%
7.11	Pavement Removal	SY	145		145	$ 32.00	$ 4,640.00		$ -	183.98	183.98	$ 5,887.36	(39)	126.88%
7.12	Curb and Gutter Removal	LF	1018		1,018	$ 14.00	$ 14,252.00	108	$ 1,512.00	1,033.65	1,141.65	$ 15,983.10	(124)	112.15%
	TRAFFIC CONTROL				0				$ -					
8.01	Traffic Signal Modifications	LS	1	0.0347	1.0347	$ 69,734.00	$ 72,154.00		$ -	0.50	0.50	$ 34,867.00	1	48.32%
8.02	Painted Pavement Markings, Durable	STA	53.25		53.25	$ 195.00	$ 10,383.75		$ -		0.00	$ -	53	0.00%
8.03	Painted Symbols and Legends	EA	6		6	$ 150.00	$ 900.00		$ -		0.00	$ -	6	0.00%
8.04	Pavement Markings Removed	STA	27		27	$ 100.00	$ 2,700.00		$ -		0.00	$ -	27	0.00%
8.05	Symbols and Legends Removed	EA	2		2	$ 200.00	$ 400.00		$ -		0.00	$ -	2	0.00%
8.06	Grooves Cut for Pavement Markings	STA	53.25		53.25	$ 100.00	$ 5,325.00		$ -		0.00	$ -	53	0.00%
8.07	Grooves Cut for Symbols and Legends	EA	6		6	$ 150.00	$ 900.00		$ -		0.00	$ -	6	0.00%
8.08	Temporary Traffic Control	LS	1		1	$ 12,700.00	$ 12,700.00	0.1495	$ 1,698.65	0.6167	0.77	$ 9,730.74	0	76.62%
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	10		10	$ 150.00	$ 1,500.00		$ -		0.00	$ -	10	0.00%
	SITE WORK AND LANDSCAPING				0									
9.01	Conventional Seeding and Fertilizing, Type 6	AC	0.2		0	$ 5,000.00	$ 1,000.00		$ -		0.00	$ -	0	0.00%
9.02	Hydraulic Mulching, Bonded Fiber Matrix	AC	0.2		0	$ 10,000.00	$ 2,000.00		$ -	0.20	0.20	$ 2,000.00	0	100.00%
	MISCELLANEOUS				0									
11.1	Mobilization	LS	1		1	$ 55,750.00	$ 55,750.00		$ -	1.00	1.00	$ 55,750.00	0	100.00%
11.2	Concrete Washout	LS	1		1	$ 1,200.00	$ 1,200.00		$ -	0.75	0.75	$ 900.00	0	75.00%
11.3	Remove and Reinstall of Type 'A' Sign	EA	3		3	$ 670.00	$ 2,010.00		$ -	3.00	3.00	$ 2,010.00	0	100.00%
	CHANGE ORDER													
CO 2	Remove Intake and Install Pipe	LS		1	1	$ 5,671.60	$ 5,671.60	1	$ 5,671.60	0.00	1.00	$ 5,671.60	0	100.00%
CO 3	Removal of Retaning Wall	LS		1	1	$ 1,500.00	$ 1,500.00	1	$ 1,500.00	0.00	1.00	$ 1,500.00	0	100.00%
CO 3	Install New Retaining Wall	LS		1	1	$ 3,175.00	$ 3,175.00	1	$ 3,175.00	0.00	1.00	$ 3,175.00	0	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = **$ 449,361.85** PAY PERIOD = **$ 69,680.65** COMPLETED = **$ 344,318.55** **76.62%**

Data printed 6/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 17, 2023	$ 135,988.48
2	September 5, 2023	$ 124,917.53
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 260,906.01

Record of Change Orders

No.	Date	Amount
1	July 17, 2023	$ 2,420.00
2	September 5, 2023	$ 3,671.60
3	September 18, 2023	$ 3,645.50
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CHANGE ORDER TOTAL = $ 9,737.10

Contract Time Remaining

Contract Period:	Completion Date
Construction Start Date:	June 7, 2023
Completion Date:	August 18, 2023
Substantial Completion	
Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	**N/A**

Full Completion

Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	**N/A**

Date Printed: 9/7/2023

September 8, 2023

Leslie Hart, PE, PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N ANKENY BOULEVARD AND 18TH STREET INTERSECTION IMPROVEMENTS
PARTIAL PAYMENT APPLICATION NO. 3
CHANGE ORDER NO. 3
FINANCE PROJECT NO. 913.4451
S&A PROJECT NO. 120.0315

Dear Mrs. Hart:

Partial Payment Application No. 3 includes work completed between August 1, 2023, and August 31, 2023. The Contractor's work through this period includes completing stage 2 construction which includes the NW and SW corners of the intersection. Stage 3 construction has commenced and is anticipated to be completed by the end of September.

We recommend payment of $66,196.61 to the Contractor, All Star Concrete. 77% of the total contract work has been completed.

Change Order No. 3 includes modifications in the NW corner of the intersection. Due to steep grades and providing a better end product, additional retaining wall was removed and replaced and adjustments to the sidewalk and beam curb was made. We recommend payment of $3,645.50 to the Contractor.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the September 18, 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer

Jordan M. Stoermer, P.E.
Project Manager

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $147,174.82 to All-Star Concrete, LLC, for construction services on the SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: SE Oralabor Rd & Convenience Blvd/Creekview Dr Traffic Signal Replacement
Contractor: All-Star Concrete LLC
Address: 4989 NW Johnston Drive, Johnston, IA 50131
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: July 3, 2023 **Vendor #** 9679

Date of Council Meeting: 09/18/23 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: 08/01/23 Through: 09/03/23

Contract Summary

Original Contract Amount:	$ 685,785.30		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 685,785.30	
Total completed and stored to date:	$ 154,920.86		
Retainage: 5 % of Completed Work:	$ 7,746.04		
Total Earned less Retainage:		$ 147,174.82	
Less previous applications for payment:		$ -	
SUBTOTAL			$ 147,174.82
OTHER CHARGES (Attach an itemized list)			$ -
##			
CURRENT PAYMENT DUE			$ 147,174.82
Balance to finish, including retainage:		$ 538,610.48	
Contract Time Remaining (If applicable)	N/A	Completion Date	November 10, 2023

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

Construction Contractor Approval: All-Star Concrete LLC
Firm Name

Paublo Sanchez
Signature

09.07.2023
Date

Engineer / Consultant Approval: Snyder & Associates
Firm Name

Andrew Houchin
Signature

Andrew Houchin, P.E.

9/6/23
Date

City of Ankeny Staff Approval:

Leslie Hart
Signature

9/8/23
Date

Submit to: Leslie Hart
E-mail: Lhart@ankenyiowa.gov *Phone:* 515-963-3548 *Fax:* 515-963-3548

Date Printed: 9/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	Topsoil, Off-site	CY	92		92	$ 50.00	$ 4,600.00		$ -		0.00	$ -	92	0.00%
2.02	Excavation, Class 10, Waste	CY	291		291	$ 50.00	$ 14,550.00	163.00	$ 8,150.00		163.00	$ 8,150.00	128	56.01%
2.03	Subgrade Preparation,	SY	1262		1,262	$ 5.00	$ 6,310.00	566.16	$ 2,830.80		566.16	$ 2,830.80	696	44.86%
2.04	Subbase, Modified, 6-inch	SY	990		990	$ 16.00	$ 15,840.00	566.16	$ 9,058.56		566.16	$ 9,058.56	424	57.19%
2.05	Subbase, Special Backfill, 6 Inches	SY	272		272	$ 15.00	$ 4,080.00		$ -		0.00	$ -	272	0.00%
2.06	Compaction Testing	LS	1		1	$ 2,500.00	$ 2,500.00	0.25	$ 625.00		0.25	$ 625.00	1	25.00%
2.07	Temporary Granular Surfacing	TON	200		200	$ 60.00	$ 12,000.00		$ -		0.00	$ -	200	0.00%
	SEWERS AND DRAINS													
4.01	Subdrain, Corrugated PVC, 8 In.	LF	130		130	$ 40.00	$ 5,200.00	119.00	$ 4,760.00		119.00	$ 4,760.00	11	91.54%
4.02	Subdrain Cleanout, Type B	EA	2		2	$ 800.00	$ 1,600.00		$ -		0.00	$ -	2	0.00%
	STRUCTURES FOR SANITARY AND STORM													
6.01	Manhole Adjustment, Minor	EA	1		1	$ 2,900.00	$ 2,900.00		$ -		0.00	$ -	1	0.00%
6.02	Connection to Existing Intake	EA	2		2	$ 800.00	$ 1,600.00	2.00	$ 1,600.00		2.00	$ 1,600.00	0	100.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, 10.5 In., C-SUD	SY	1157		1,157	$ 110.00	$ 127,270.00	495.00	$ 54,450.00		495.00	$ 54,450.00	662	42.78%
7.02	PCC Pavement Samples and Testing	LS	1		1	$ 3,700.00	$ 3,700.00		$ -		0.00	$ -	1	0.00%
7.03	Removal of Sidewalk	SY	346		346	$ 15.00	$ 5,190.00	86.50	$ 1,297.50		86.50	$ 1,297.50	260	25.00%
7.04	Sidewalk, PCC, 4 In.	SY	139		139	$ 70.00	$ 9,730.00		$ -		0.00	$ -	139	0.00%
7.05	Sidewalk, PCC, 6 In.	SY	81		81	$ 70.00	$ 5,670.00	1.00	$ 70.00		1.00	$ 70.00	80	1.23%
7.06	Detectable Warnings, Galvanized Steel	SF	120		120	$ 65.00	$ 7,800.00		$ -		0.00	$ -	120	0.00%
7.07	Pavement Removal	SY	1110		1,110	$ 25.00	$ 27,750.00	500.16	$ 12,504.00		500.16	$ 12,504.00	610	45.06%
	TRAFFIC CONTROL													
8.01	Traffic Signal	LS	1		1	$ 234,153.00	$ 234,153.00		$ -		0.00	$ -	1	0.00%
8.02	Temporary Traffic Signal	LS	1		1	$ 18,000.00	$ 18,000.00	1.00	$ 18,000.00		1.00	$ 18,000.00	0	100.00%
8.03	Traffic Signal Removal	LS	1		1	$ 16,000.00	$ 16,000.00		$ -		0.00	$ -	1	0.00%
8.04	Painted Pavement Markings, Durable	STA	35.5		35.5	$ 500.00	$ 17,750.00		$ -		0.00	$ -	36	0.00%
8.05	Painted Symbols and Legends, Durable	EA	1		1	$ 500.00	$ 500.00		$ -		0.00	$ -	1	0.00%
8.06	Grooves Cut for Pavement Markings	STA	35.5		35.5	$ 300.00	$ 10,650.00		$ -		0.00	$ -	36	0.00%
8.07	Grooves Cut for Symbols and Legends	EA	1		1	$ 500.00	$ 500.00		$ -		0.00	$ -	1	0.00%
8.08	Temporary Traffic Control	LS	1		1	$ 25,500.00	$ 25,500.00	0.15	$ 3,825.00		0.15	$ 3,825.00	1	15.00%
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	40		40	$ 225.00	$ 9,000.00		$ -		0.00	$ -	40	0.00%
8.1	Signal Modifications for Staging	LS	1		1	$ 2,500.00	$ 2,500.00		$ -		0.00	$ -	1	0.00%
8.11	Fiber Optic Network Modifications	LS	1		1	$ 12,500.00	$ 12,500.00		$ -		0.00	$ -	1	0.00%
	SITE WORK AND LANDSCAPING													
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1		0.1	$ 12,459.00	$ 1,245.90		$ -		0.00	$ -	0	0.00%
9.2	Filter Sock, 12 Inch	LF	456		456	$ 4.00	$ 1,824.00		$ -		0.00	$ -	456	0.00%
9.3	Filter Sock, Removal	LF	456		456	$ 1.00	$ 456.00		$ -		0.00	$ -	456	0.00%
9.4	Inlet Protection Device, Grate	EA	4		4	$ 149.50	$ 598.00		$ -		0.00	$ -	4	0.00%
9.5	Inlet Protection Device, Maintenance	EA	4		4	$ 79.60	$ 318.40		$ -		0.00	$ -	4	0.00%
	MISCELLANEOUS				0									
11.1	Mobilization	LS	1		1	$ 75,000.00	$ 75,000.00	0.50	$ 37,500.00		0.50	$ 37,500.00	1	50.00%
11.2	Concrete Washout	LS	1		1	$ 1,000.00	$ 1,000.00	0.25	$ 250.00		0.25	$ 250.00	1	25.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $ 685,785.30** **PAY PERIOD = $ 154,920.86** **COMPLETED = $ 154,920.86** **22.59%**

Date printed 9/6/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $7,552.50 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study 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

city of Ankeny
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Project Title:	NW Prairie Ridge Dr/ Ash Drive/ 9th Street Concept Study		
Contractor:	Bolton & Menk, Inc.		
Address:	1960 Premier Drive, Mankato, MN 56001		
Finance Budget Code:	965.3965.4210	**Finance Project #:**	965.4210
Vendor Project #:		**Purchase Order #:**	NA
Original Contract Date:	February 20, 2023	**Vendor Account #:**	9283

Date of Council Meeting: ~~September 5~~ 18 SEPT 2023 **Payment Application #:** 6

Payment Period: From: June 24, 2023 Through: July 21, 2023

Contract Summary:

Original Contract Amount:	$ 34,400.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 34,400.00		
Total Completed and Stored to Date:	$ 30,561.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 30,561.00		
Less Previous Applications for Payment:		$ 23,008.50		
SUBTOTAL:			$	7,552.50
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**7,552.50**
Balance to Finish, Including Retainage:		$ 3,839.00		
Contract Time Remaining:	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: NA
Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature: Jennifer McCoy Date: 8/11/23

City of Ankeny Staff Approval:

Signature: Leslie Hart Date: 9/5/23

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 8/28/2023

BOLTON & MENK

Real People. Real Solutions.

Ankeny PRA9 Concept Study
Monthly Progress Report

Date: August 21, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Finished alternative analysis, project concepts and cost estimates for final report.

Upcoming Major Work Items

Hold meeting with City Staff to review concepts and options for study intersections and School Street. Prepare evaluation matrix to summarize results with each alternative.

Potential Scope/Schedule Changes

Not a scope change, but we are tracking over on analysis. Will use the extra in tasks 2 and 4 to cover the overage in task 3.

Budget Status/Percent Complete

(through current invoice period **7/23/2023**)

Task Number and Description		Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1:	Project Management/Engagement	$ 3,000.00	$ 563.50	$ 2,290.50	$ 146.00	90%	95%
Task 2:	Data Collection	$ 4,159.00	$ -	$ 4,159.00	$ -	100%	100%
Task 3:	Existing and Future Analysis	$ 13,000.00	$ 3,124.00	$ 12,598.00	$ (2,722.00)	100%	121%
Task 4:	Concept and Cost Estimates	$ 8,241.00	$ 1,080.00	$ 1,350.00	$ 5,811.00	60%	29%
Task 5:	Report	$ 6,000.00	$ 2,785.00	$ 2,611.00	$ 604.00	60%	90%
TOTAL		**$ 34,400.00**	**$ 7,552.50**	**$ 23,008.50**	**$ 3,839.00**	**80%**	**89%**

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 515-491-0632 or email at jennifer.mccoy@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager

INVOICE

BOLTON & MENK

Real People. Real Solutions.

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

City of Ankeny
Leslie Hart, Traffic Engineering Manager
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

August 21, 2023
Project No: 0T4.130105
Invoice No: 0318835
Client Account: ANKENY_CI_IA

Ankeny/PRA9 Concept Study

Project Management and Engagement (001)
Professional Services

	Hours	Amount	
Principal	.50	94.00	
Senior Planner	1.00	198.00	
Senior Project Engineer	1.50	271.50	
Totals	3.00	563.50	
Total Labor			**563.50**
		Total this Task	**$563.50**

Existing and Future Analysis (003)
Professional Services

	Hours	Amount	
Design Engineer	13.00	1,729.00	
Project Engineer	4.00	680.00	
Technician	11.00	715.00	
Totals	28.00	3,124.00	
Total Labor			**3,124.00**
		Total this Task	**$3,124.00**

Concept and Cost Estimates (004)
Professional Services

	Hours	Amount	
Design Engineer	8.00	1,080.00	
Totals	8.00	1,080.00	
Total Labor			**1,080.00**
		Total this Task	**$1,080.00**

Report (005)
Professional Services

	Hours	Amount
Design Engineer	11.50	1,552.50
Technician	12.00	780.00

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

Project	0T4.130105	Ankeny/PRA9 Concept Study		Invoice	0318835
Senior Project Engineer		2.50	452.50		
	Totals	26.00	2,785.00		
	Total Labor				**2,785.00**
				Total this Task	**$2,785.00**
				Total this Invoice	**$7,552.50**

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

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

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $4,247.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
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Project Title:	SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization		
Contractor:	Bolton & Menk, Inc.		
Address:	1960 Premier Drive, Mankato, MN 56001		
Finance Budget Code:	965.3965.4210	**Finance Project #:**	965.4210
Vendor Project #:		**Purchase Order #:**	NA
Original Contract Date:	May 15, 2023	**Vendor Account #:**	9283

Date of Council Meeting: ~~September 5, 2023~~ 18 ST TH **Payment Application #:** 2

Payment Period: From: June 23, 2023 Through: July 20, 2023

Contract Summary:

Original Contract Amount:	$ 39,000.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 39,000.00	
Total Completed and Stored to Date:	$ 8,676.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 8,676.00	
Less Previous Applications for Payment:		$ 4,428.50	
SUBTOTAL:			$ 4,247.50
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 4,247.50**
Balance to Finish, Including Retainage:		$ 30,324.00	
Contract Time Remaining:	99.00 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: NA
Firm Name

Signature _____ Date _____

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature Jennifer McCoy 8/1/23
Date

City of Ankeny Staff Approval:

Signature Leslie Hart 9/5/23
Date

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 8/28/2023

BOLTON & MENK

Real People. Real Solutions.

Ankeny Corp Woods Signal Monthly Progress Report

Date: August 21, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Signal Layout and Railroad Coordination

Upcoming Major Work Items

30% Plan Submittal

Potential Scope/Schedule Changes

Budget Status/Percent Complete (through current invoice period **7/23/2023**)

Task Number and Description	Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1: Signal Design	$ 39,000.00	$ 4,247.50	$ 4,428.50	$ 30,324.00	25%	22%
TOTAL	**$ 39,000.00**	**$ 4,247.50**	**$ 4,428.50**	**$ 30,324.00**	**25%**	**22%**

Attached is the current invoice, which includes time through the above mentioned period. If you have any questions, please do not hesitate to call me at 515-491-0632 or email at jennifer.mccoy@bolton-menk.com.

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager

BOLTON & MENK

Real People. Real Solutions.

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

City of Ankeny
Leslie Hart, Traffic Engineering Manager
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

August 21, 2023
Project No: 0T4.131019
Invoice No: 0318834
Client Account: ANKENY_CI_IA

Ankeny/Corporate Woods Dr/Crosswinds Dr

Project Management (001)
Professional Services

	Hours	Amount	
Project Engineer	1.50	255.00	
Senior Planner	.50	99.00	
Senior Project Engineer	1.00	181.00	
Totals	3.00	535.00	
Total Labor			**535.00**
		Total this Task	**$535.00**

Final Design Plans & Specifications (003)
Professional Services

	Hours	Amount	
Design Engineer	27.50	3,712.50	
Totals	27.50	3,712.50	
Total Labor			**3,712.50**
		Total this Task	**$3,712.50**
		Total this Invoice	**$4,247.50**

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

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

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $14,921.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
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Project Title: Otter Creek Trunk Sewer Extension - Phase 4
Contractor: Civil Design Advantage
Address: 4121 NW Urbandale Drive, Urbandale, IA 50322
Finance Budget Code: 655.3655.4210 **Finance Project Code:** 655.4210

Vendor Project or Invoice #: **PO #**
Original Contract Date: May 15, 2023 **Vendor #** 2407

Date of Council Meeting 9/18/2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 07/31/23 through: 09/03/23

Contract Summary

Original Contract Amount:	$ 148,500.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 148,500.00	
Total completed and stored to date:	$ 64,850.78		
Retainage: ____ % of Completed Work:	$ -		
Total Earned less Retainage:		$ 64,850.78	
Less previous applications for payment:		$ 49,929.78	
SUBTOTAL			$ 14,921.00
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 14,921.00
Balance to finish, including retainage:		$ 83,649.22	
Contract Time Remaining (If applicable)	-	CALENDAR DAYS	

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

Engineer/Consultant Approval: Civil Design Advantage
Firm Name

Eric Schultz 09/08/2023
Signature Date

City of Ankeny Staff Approval Donald Clark 9/11/23
Signature Date

Submit to: _____
Email: _____ *Phone:* _____ *Fax:* _____

Date Printed: 9/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	6/19/2023	$ 15,410.28
2	7/17/2023	$ 25,623.00
3	8/21/2023	$ 8,896.50
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TOTAL $ 49,929.78

Record of Change Orders

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TOTAL		$ -

Contract Time Remaining:

CONTRACT PERIOD:	CALENDAR DAYS
Original Contract Date:	May 15, 2023
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 9/8/2023

Invoice

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

City of Ankeny
Don Clark
220 West First Street
Ankeny, IA 50023

September 11, 2023
Project No: 2304.288
Invoice No: 42152
Due Date: October 11, 2023

Project 2304.288 C. Ankeny - Otter Creek Trunk Sewer Ph 4

Professional Services from July 31, 2023 through September 3, 2023

Task 103 Topo/Boundary Survey

Total this Task **0.00**

Task 206 Wetland Services (Impact 7G)

Consultants

Sub-consultant

8/31/2023	Impact7G Inc	Environmental services-permitting	1,500.00	
	Total Consultants		**1,500.00**	**1,500.00**

Total this Task **$1,500.00**

Task 222 Joint Application

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	4.00	161.00	644.00	
Total Labor				**644.00**

Total this Task **$644.00**

Task 231 Project Manual Preparation

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	7.00	198.00	1,386.00	
Engineer 2	11.50	102.00	1,173.00	
Engineer 7	1.00	161.00	161.00	
Total Labor				**2,720.00**

Total this Task **$2,720.00**

Task 302 Construction Drawing Preparation

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	6.00	198.00	1,188.00	
Engineer 2	17.50	102.00	1,785.00	
Engineer 7	44.00	161.00	7,084.00	
Total Labor				**10,057.00**

Total this Task **$10,057.00**

Task 701 Soils Investigation (ABE)

Total this Task **0.00**

Task 998 Permits & Fees

Project	2304.288	C. Ankeny - Otter Creek Trunk Sewer Ph 4	Invoice	42152

Total this Task **0.00**

Task 999 Reimbursable Expenses

Total this Task **0.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	14,921.00	49,929.78	64,850.78
Limit			148,500.00
Remaining			83,649.22

Total this Invoice **$14,921.00**

Should full compensation of invoice not be provided to Civil Design Advantage, LLC within 30 days of invoice date, said compensation shall be deemed past-due and shall accrue interest at 1.5% per month.

Project Manager Eric Schulte

CIVIL DESIGN ADVANTAGE

CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

September 08, 2023

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

RE: Billing Information Report #4
Otter Creek Trunk Sewer Extension – Phase 4
Ankeny, Iowa
CDA 2304.288

Dear Don:

Enclosed is a copy of Billing Information Report #4 for Otter Creek Trunk Sewer Extension – Phase 4.

During this time, Civil Design Advantage submitted check plan stage construction drawings and opinion of cost and submitted preliminary wastewater permits for city review. We have received and are currently addressing city comments concerning check plans. CDA and our environment sub-consultant are coordinating with the USACE concerning the Joint Application comments for the Otter Creek Trunk Sewer Extension – Phase 4 project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Eric Schulte, P.E.
Project Manager

Enclosures

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $968,257.85 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.		
Contractor:	Elder Corporation		
Address:	5088 E University Avenue; Des Moines, IA 50327		
Finance Budget Code:	953.3953.4451	**Finance Project #**	953.4451
Vendor Project or Invoice #:	N/A	**PO #**	N/A
Original Contract Date:	December 19, 2022	**Vendor #**	5340

Date of Council Meeting: September 18, 2023 ✓ **PAYMENT REQUEST #** 6 ✓

PAYMENT PERIOD: From: August 6, 2023 Through: September 2, 2023

Contract Summary

Original Contract Amount:	$ 4,355,000.00			
Net change by Change Orders:	$ (1,631.00)			
Contract Amount to Date: (line 1 ± 2)		$ 4,353,369.00		
Total completed and stored to date:	$ 3,797,813.19			
Retainage: 5 % of Completed Work:	$ 189,890.66			
Total Earned less Retainage:		$ 3,607,922.53		
Less previous applications for payment:		$ 2,639,664.68		
SUBTOTAL			$	968,257.85
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	968,257.85 ✓
Balance to finish, including retainage:		$ 745,446.47 ✓		
Contract Time Remaining (If applicable)	24.00 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: Elder Corporation (Firm Name)

Wade Harris, P.E. — Digitally signed by Wade Harris, P.E. DN: C=US, E=wade.harris@eldercorp.com, O=Elder Corporation, OU=Project Manager, CN=Wade Harris, P.E. Reason: I am approving this document Date: 2023.09.06 13:32:58 05'00'

Signature — Date: 9/6/2023

Engineer / Consultant Approval: McClure Engineering Company

Scott Porter

Signature — Date: 09/06/2023

City of Ankeny Staff Approval:

Jim Haberichter

Signature — Date: 9/7/2023

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

E-mail: Jhaberichter@Ankenylowa.gov *Phone:* (515) 963-3536 *Fax:* (515) 963-3537

Date Printed: 9/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	TOTAL ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	CLEARING AND GRUBBING	UNIT	166.40		166.40	$ 135.00	$ 22,464.00	13.40	$ 1,809.00	119.80	133.20	$ 17,982.00	33.20	80.05%
2.02	TOPSOIL, ON-SITE, 6-INCH DEPTH	CY	2024.00		2024.00	$ 31.50	$ 63,756.00	506.00	$ 15,939.00	1012.00	1,518.00	$ 47,817.00	506.00	75.00%
2.03	EXCAVATION, CLASS 10	CY	10618.00		10618.00	$ 4.25	$ 45,126.50	2400.00	$ 10,200.00	7200.00	9,600.00	$ 40,800.00	1,018.00	90.41%
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	22247.00		22247.00	$ 2.25	$ 50,055.75	450.00	$ 1,012.50	22033.00	22,483.00	$ 50,586.75	(236.00)	101.06%
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	4450.00	-4392.50	57.50	$ 5.00	$ 287.50	0.00	$ -	57.50	57.50	$ 287.50	0.00	100.00%
2.06	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	21170.00		21170.00	$ 11.50	$ 243,455.00	550.00	$ 6,325.00	20855.00	21,405.00	$ 246,157.50	(235.00)	101.11%
2.07	REMOVAL OF STRUCTURE, PARK SIGN FOUNDATION	LS	1.00		1.00	$ 830.00	$ 830.00	1.00	$ 830.00	0.00	1.00	$ 830.00	0.00	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	$ 3,100.00	$ 3,100.00	0.05	$ 155.00	0.95	1.00	$ 3,100.00	0.00	100.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	$ 4,000.00	$ 4,000.00	0.00	$ -	1.00	1.00	$ 4,000.00	0.00	100.00%
	SEWERS AND DRAINS													
4.01	STORM SEWER, TRENCHED, RCP, 15-INCH DIAMETER	LF	902.00		902.00	$ 92.00	$ 82,984.00	0.00	$ -	905.00	905.00	$ 83,260.00	(3.00)	100.33%
4.02	STORM SEWER, TRENCHED, RCP, 18-INCH DIAMETER	LF	96.00		96.00	$ 184.00	$ 17,664.00	0.00	$ -	100.00	100.00	$ 18,400.00	(4.00)	104.17%
4.03	STORM SEWER, TRENCHED, RCP, 24-INCH DIAMETER	LF	190.00		190.00	$ 163.00	$ 30,970.00	0.00	$ -	200.00	200.00	$ 32,600.00	(10.00)	105.26%
4.04	STORM SEWER, TRENCHED, RCP, 30-INCH DIAMETER	LF	56.00		56.00	$ 138.00	$ 7,728.00	0.00	$ -	56.00	56.00	$ 7,728.00	0.00	100.00%
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	781.00		781.00	$ 27.50	$ 21,477.50	0.00	$ -	811.00	811.00	$ 22,302.50	(30.00)	103.84%
4.06	SUBDRAIN, CORRUGATED PVC, TYPE 1, 8-INCH DIAMETER	LF	6103.00		6103.00	$ 35.00	$ 213,605.00	100.00	$ 3,500.00	6003.00	6,103.00	$ 213,605.00	0.00	100.00%
4.07	SUBDRAIN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8.00		8.00	$ 2,800.00	$ 22,400.00	1.00	$ 2,800.00	9.00	10.00	$ 28,000.00	(2.00)	125.00%
4.08	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	52.00		52.00	$ 630.00	$ 32,760.00	0.00	$ -	54.00	54.00	$ 34,020.00	(2.00)	103.85%
4.09	REMOVAL OF SUBDRAIN	LF	269.00		269.00	$ 18.00	$ 4,842.00	0.00	$ -	180.00	180.00	$ 3,240.00	89.00	66.91%
	WATER MAINS AND APPURTENANCES													
5.01	WATER MAIN, TRENCHED, PVC C900, 8-INCH DIAMETER	LF	36.00		36.00	$ 127.00	$ 4,572.00	0.00	$ -	38.00	38.00	$ 4,826.00	(2.00)	105.56%
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	238.00		238.00	$ 172.00	$ 40,936.00	0.00	$ -	239.00	239.00	$ 41,108.00	(1.00)	100.42%
5.03	FITTING, 11.25 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	$ 870.00	$ 870.00	0.00	$ -	1.00	1.00	$ 870.00	0.00	100.00%
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	1.00		1.00	$ 1,000.00	$ 1,000.00	0.00	$ -	0.00	0.00	$ -	1.00	0.00%
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	2.00		2.00	$ 2,000.00	$ 4,000.00	0.00	$ -	6.00	6.00	$ 12,000.00	(4.00)	300.00%
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00		1.00	$ 1,300.00	$ 1,300.00	0.00	$ -	2.00	2.00	$ 2,600.00	(1.00)	200.00%
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	275.00		275.00	$ 23.00	$ 6,325.00	0.00	$ -	244.00	244.00	$ 5,612.00	31.00	88.73%
5.08	VALVE, GATE, 6-INCH DIAMETER, AUXILIARY	EA	1.00		1.00	$ 1,800.00	$ 1,800.00	0.00	$ -	1.00	1.00	$ 1,800.00	0.00	100.00%
5.09	VALVE, GATE, 8-INCH DIAMETER	EA	2.00		2.00	$ 2,400.00	$ 4,800.00	0.00	$ -	2.00	2.00	$ 4,800.00	0.00	100.00%
5.10	VALVE, GATE, 12-INCH DIAMETER	EA	2.00		2.00	$ 4,000.00	$ 8,000.00	0.00	$ -	2.00	2.00	$ 8,000.00	0.00	100.00%
5.11	VALVE REMOVAL	EA	1.00		1.00	$ 660.00	$ 660.00	0.00	$ -	1.00	1.00	$ 660.00	0.00	100.00%
5.12	REMOVE, SALVAGE, AND REINSTALL FIRE HYDRANT	EA	1.00		1.00	$ 9,700.00	$ 9,700.00	0.00	$ -	1.00	1.00	$ 9,700.00	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	MANHOLE, SW-401, 48-INCH DIAMETER	EA	3.00		3.00	$ 5,300.00	$ 15,900.00	0.00	$ -	3.00	3.00	$ 15,900.00	0.00	100.00%
6.02	MANHOLE, SW-401, 60-INCH DIAMETER	EA	3.00		3.00	$ 7,400.00	$ 22,200.00	0.00	$ -	3.00	3.00	$ 22,200.00	0.00	100.00%
6.03	MANHOLE, SW-402, 4-FT X 5-FT, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	$ 14,000.00	$ 14,000.00	0.00	$ -	1.00	1.00	$ 14,000.00	0.00	100.00%
6.04	INTAKE, SW-501	EA	2.00		2.00	$ 3,400.00	$ 6,800.00	0.00	$ -	2.00	2.00	$ 6,800.00	0.00	100.00%
6.05	INTAKE, SW-504, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	$ 10,000.00	$ 10,000.00	0.00	$ -	1.00	1.00	$ 10,000.00	0.00	100.00%
6.06	INTAKE, SW-505	EA	24.00		24.00	$ 5,700.00	$ 136,800.00	0.00	$ -	24.00	24.00	$ 136,800.00	0.00	100.00%
6.07	INTAKE, SW-506	EA	3.00		3.00	$ 9,000.00	$ 27,000.00	0.00	$ -	3.00	3.00	$ 27,000.00	0.00	100.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR, SELF-LEVEL CASTING	EA	1.00		1.00	$ 3,200.00	$ 3,200.00	0.00	$ -	1.00	1.00	$ 3,200.00	0.00	100.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MAJOR, SELF-LEVEL CASTING	EA	2.00		2.00	$ 4,600.00	$ 9,200.00	0.00	$ -	2.00	2.00	$ 9,200.00	0.00	100.00%
6.10	MANHOLE ADJUSTMENT, SANITARY, MAJOR, TYPE C CASTING	EA	1.00		1.00	$ 3,000.00	$ 3,000.00	0.00	$ -	1.00	1.00	$ 3,000.00	0.00	100.00%
6.11	REMOVE MANHOLE	EA	1.00		1.00	$ 1,400.00	$ 1,400.00	0.00	$ -	1.00	1.00	$ 1,400.00	0.00	100.00%
6.12	REMOVE INTAKE	EA	22.00		22.00	$ 1,100.00	$ 24,200.00	0.00	$ -	23.00	23.00	$ 25,300.00	(1.00)	104.55%
	STREETS AND RELATED WORK													
7.01	PAVEMENT, PCC, CLASS C-SUD, 7-INCH DEPTH	SY	933.00		933.00	$ 85.00	$ 79,305.00	771.10	$ 65,543.50	161.90	933.00	$ 79,305.00	0.00	100.00%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	3647.00		3647.00	$ 90.00	$ 328,230.00	1174.20	$ 105,678.00	2687.80	3,862.00	$ 347,580.00	(215.00)	105.90%
7.03	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	14678.00		14678.00	$ 95.00	$ 1,394,410.00	6693.58	$ 635,890.10	7837.13	14,530.71	$ 1,380,417.45	147.29	99.00%
7.04	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH, FULLY-REINFORCED	SY	143.00		143.00	$ 150.00	$ 21,450.00	91.20	$ 13,680.00	0.00	91.20	$ 13,680.00	51.80	63.78%
7.05	CURB AND GUTTER, 2.5 FOOT WIDTH, 8-INCH THICKNESS	LF	9.00		9.00	$ 53.00	$ 477.00	9.00	$ 477.00	0.00	9.00	$ 477.00	0.00	100.00%
7.06	CONCRETE MEDIAN, 6-INCH DEPTH	SY	197.00		197.00	$ 83.00	$ 16,351.00	179.00	$ 14,857.00	0.00	179.00	$ 14,857.00	18.00	90.86%
7.07	CONCRETE MEDIAN, DOWELED, 6-INCH DEPTH	SY	63.00		63.00	$ 86.00	$ 5,418.00	63.00	$ 5,418.00	0.00	63.00	$ 5,418.00	0.00	100.00%
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	$ 18,000.00	$ 18,000.00	0.40	$ 7,200.00	0.50	0.90	$ 16,200.00	0.10	90.00%
7.09	REMOVAL OF SIDEWALK	SY	2557.00		2557.00	$ 6.25	$ 15,981.25	0.00	$ -	2474.00	2,474.00	$ 15,462.50	83.00	96.75%
7.10	REMOVAL OF DRIVEWAY	SY	349.00		349.00	$ 9.00	$ 3,141.00	53.00	$ 477.00	199.00	252.00	$ 2,268.00	97.00	72.21%
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	869.00		869.00	$ 59.00	$ 51,271.00	174.40	$ 10,289.60	0.00	174.40	$ 10,289.60	694.60	20.07%
7.12	SIDEWALK, PCC, 5-INCH THICK	SY	1224.00		1224.00	$ 63.00	$ 77,112.00	666.80	$ 42,008.40	0.00	666.80	$ 42,008.40	557.20	54.48%
7.13	SIDEWALK, PCC, 6-INCH THICK	SY	361.00		361.00	$ 65.00	$ 23,465.00	15.80	$ 1,027.00	0.00	15.80	$ 1,027.00	345.20	4.38%
7.14	DETECTABLE WARNING, GALVANIZED STEEL	SF	434.00		434.00	$ 53.00	$ 23,002.00	45.60	$ 2,416.80	0.00	45.60	$ 2,416.80	388.40	10.51%
7.15	DRIVEWAY, PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	45.00		45.00	$ 76.00	$ 3,420.00	0.00	$ -	0.00	0.00	$ -	45.00	0.00%
7.16	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH DEPTH	SY	244.00		244.00	$ 76.00	$ 18,544.00	53.30	$ 4,050.80	190.70	244.00	$ 18,544.00	0.00	100.00%
7.17	SUBBASE OVER-EXCAVATION	TON	1055.00	-650.00	405.00	$ 50.00	$ 20,250.00	0.00	$ -	20.99	20.99	$ 1,049.50	384.01	5.18%
7.18	PAVEMENT REMOVAL	SY	15637.00		15637.00	$ 9.00	$ 140,733.00	203.00	$ 1,827.00	15840.00	16,043.00	$ 144,387.00	(406.00)	102.60%
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	184.00		184.00	$ 64.00	$ 11,776.00	0.00	$ -	195.39	195.39	$ 12,504.96	(11.39)	106.19%
	TRAFFIC CONTROL													

8.01	TRAFFIC SIGNAL, NW 18TH STREET AND NW ASH DRIVE	LS	1.00		1.00	$ 223,000.00	$ 223,000.00	0.00	$ -	0.15	0.15	$ 33,450.00	0.85	15.00%
8.02	TRAFFIC SIGNAL, NW 18TH STREET AND NW BRIARGATE DRIVE	LS	1.00		1.00	$ 218,000.00	$ 218,000.00	0.00	$ -	0.15	0.15	$ 32,700.00	0.85	15.00%
8.03	TRAFFIC SIGNAL REMOVAL	LS	1.00		1.00	$ 15,000.00	$ 15,000.00	0.30	$ 4,500.00	0.70	1.00	$ 15,000.00	0.00	100.00%
8.04	TRAFFIC SIGNAL MODIFICATIONS, NW 18TH STREET AND N ANKENY BOULEVARD	LS	1.00		1.00	$ 6,200.00	$ 6,200.00	1.00	$ 6,200.00	0.00	1.00	$ 6,200.00	0.00	100.00%
8.05	PAINTED PAVEMENT MARKINGS, DURABLE	STA	176.54		176.54	$ 101.00	$ 17,830.54	73.87	$ 7,460.87	0.00	73.87	$ 7,460.87	102.67	41.84%
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	42.00		42.00	$ 160.00	$ 6,720.00	12.00	$ 1,920.00	0.00	12.00	$ 1,920.00	30.00	28.57%
8.07	RAISED PAVEMENT MARKERS	EA	102.00		102.00	$ 26.50	$ 2,703.00	0.00	$ -	0.00	0.00	$ -	102.00	0.00%
8.08	PAVEMENT MARKINGS REMOVED	STA	37.37		37.37	$ 101.00	$ 3,774.37	33.19	$ 3,352.19	0.00	33.19	$ 3,352.19	4.18	88.81%
8.09	SYMBOLS AND LEGENDS REMOVED	EA	4.00		4.00	$ 160.00	$ 640.00	4.00	$ 640.00	0.00	4.00	$ 640.00	0.00	100.00%
8.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	138.20		138.20	$ 69.00	$ 9,535.80	73.87	$ 5,097.03	0.00	73.87	$ 5,097.03	64.33	53.45%
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	42.00		42.00	$ 128.00	$ 5,376.00	12.00	$ 1,536.00	0.00	12.00	$ 1,536.00	30.00	28.57%
8.12	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	$ 42,000.00	$ 42,000.00	0.00	$ -	0.75	0.75	$ 31,500.00	0.25	75.00%
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70.00		70.00	$ 107.00	$ 7,490.00	0.00	$ -	40.00	40.00	$ 4,280.00	30.00	57.14%
8.14	RELOCATE EXISTING FIBER CABLE	LF	1755.00		1755.00	$ 6.50	$ 11,407.50	0.00	$ -	0.00	0.00	$ -	1,755.00	0.00%
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	1305.00		1305.00	$ 1.00	$ 1,305.00	0.00	$ -	0.00	0.00	$ -	1,305.00	0.00%
8.16	TRACER WIRE AND PULL ROPE	LF	510.00		510.00	$ 1.25	$ 637.50	0.00	$ -	0.00	0.00	$ -	510.00	0.00%
8.17	CONDUIT, FIBER OPTIC, BLUE HDPE, 2 INCH DIAMETER	LF	1765.00		1765.00	$ 13.25	$ 23,386.25	0.00	$ -	0.00	0.00	$ -	1,765.00	0.00%
8.18	FIBER OPTIC SPLICE	EA	108.00		108.00	$ 66.00	$ 7,128.00	0.00	$ -	0.00	0.00	$ -	108.00	0.00%
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	5.00		5.00	$ 1,800.00	$ 9,000.00	0.00	$ -	1.00	1.00	$ 1,800.00	4.00	20.00%
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	2.00		2.00	$ 2,800.00	$ 5,600.00	0.00	$ -	0.00	0.00	$ -	2.00	0.00%
8.21	SPLICE CASE	EA	1.00		1.00	$ 1,600.00	$ 1,600.00	0.00	$ -	0.00	0.00	$ -	1.00	0.00%
8.22	INSTALL FIBER ENCLOSURE PANEL, SPH-01P, DIN RAIL MOUNTED, CITY-FURNISHED	EA	2.00		2.00	$ 360.00	$ 720.00	0.00	$ -	0.00	0.00	$ -	2.00	0.00%
8.23	INSTALL CCH PANEL, CCH-CP-12-A9-P03RH, CITY-FURNISHED	EA	2.00		2.00	$ 360.00	$ 720.00	0.00	$ -	0.00	0.00	$ -	2.00	0.00%
8.24	REMOVE EXISTING HANDHOLES	EA	5.00		5.00	$ 850.00	$ 4,250.00	0.00	$ -	0.00	0.00	$ -	5.00	0.00%
8.25	TRAFFIC SIGNS BY AREA	SF	117.80		117.80	$ 43.00	$ 5,065.40	0.00	$ -	0.00	0.00	$ -	117.80	0.00%
8.26	WOOD POSTS	LF	122.00		122.00	$ 21.50	$ 2,623.00	0.00	$ -	0.00	0.00	$ -	122.00	0.00%
8.27	ROUND STEEL POSTS	LF	68.00		68.00	$ 32.00	$ 2,176.00	0.00	$ -	0.00	0.00	$ -	68.00	0.00%
8.28	ROUND STEEL POST ANCHORS	EA	7.00		7.00	$ 160.00	$ 1,120.00	0.00	$ -	0.00	0.00	$ -	7.00	0.00%
8.29	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2.00		2.00	$ 270.00	$ 540.00	0.00	$ -	0.00	0.00	$ -	2.00	0.00%
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	33.00		33.00	$ 270.00	$ 8,910.00	0.00	$ -	0.00	0.00	$ -	33.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	3.10		3.10	$ 480.00	$ 1,488.00	0.00	$ -	0.00	0.00	$ -	3.10	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	3.10		3.10	$ 2,300.00	$ 7,130.00	0.00	$ -	0.00	0.00	$ -	3.10	0.00%
9.03	FILTER SOCK, 9-INCH	LF	8400.00		8400.00	$ 2.00	$ 16,800.00	3309.00	$ 6,618.00	1095.00	4,404.00	$ 8,808.00	3,996.00	52.43%
9.04	FILTER SOCK, REMOVAL	LF	8400.00		8400.00	$ 0.25	$ 2,100.00	0.00	$ -	0.00	0.00	$ -	8,400.00	0.00%
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	6.20		6.20	$ 3,200.00	$ 19,840.00	0.00	$ -	0.00	0.00	$ -	6.20	0.00%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	37.00		37.00	$ 128.00	$ 4,736.00	0.00	$ -	0.00	0.00	$ -	37.00	0.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	68.00		68.00	$ 128.00	$ 8,704.00	38.00	$ 4,864.00	4.00	42.00	$ 5,376.00	26.00	61.76%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	136.00		136.00	$ 16.00	$ 2,176.00	0.00	$ -	0.00	0.00	$ -	136.00	0.00%
9.09	REMOVAL OF FENCE	LF	88.00		88.00	$ 45.00	$ 3,960.00	0.00	$ -	88.00	88.00	$ 3,960.00	0.00	100.00%
	MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	$ 89,430.64	$ 89,430.64	0.00	$ -	1.00	1.00	$ 89,430.64	0.00	100.00%
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	$ 530.00	$ 530.00	0.00	$ -	0.75	0.75	$ 397.50	0.25	75.00%
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		1.00	$ 1,600.00	$ 1,600.00	0.00	$ -	0.75	0.75	$ 1,200.00	0.25	75.00%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00		2.00	$ 2,200.00	$ 4,400.00	1.00	$ 2,200.00	1.00	2.00	$ 4,400.00	0.00	100.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00		1.00	$ 12,000.00	$ 12,000.00	0.25	$ 3,000.00	0.50	0.75	$ 9,000.00	0.25	75.00%
11.06	PARK SIGN CONCRETE FOUNDATION	LS	1.00		1.00	$ 3,200.00	$ 3,200.00	0.00	$ -	0.00	0.00	$ -	1.00	0.00%
11.07	REMOVE, SALVAGE, AND RELOCATE MAILBOX	EA	1.00		1.00	$ 480.00	$ 480.00	0.00	$ -	0.50	0.50	$ 240.00	0.50	50.00%
	CHANGE ORDER ITEMS													
12.01	TEMPORARY WAYFINDING SIGN (COACHLIGHT CLINIC)	EA	0.00	1.00	1.00	$ - 550.00	$ 550.00	0.00	$ -	1.00	1.00	$ 550.00	0.00	100.00%
12.02	ADDITIONAL TEMPORARY SIGNAGE	LS	0.00	1.00	1.00	$ 2,805.00	$ 2,805.00	0.00	$ -	1.00	1.00	$ 2,805.00	0.00	100.00%
12.03	24" RCP STORM SEWER, POTHOLING, & DELIVERY	LF	0.00	73.00	73.00	$ 231.08	$ 16,869.00	0.00	$ -	73.00	73.00	$ 16,869.00	0.00	100.00%
12.04	INTAKE, SW-406, 4.5' X 4.5', CAST-IN-PLACE	EA	0.00	1.00	1.00	$ 13,400.00	$ 13,400.00	0.00	$ -	1.00	1.00	$ 13,400.00	0.00	100.00%
12.05	PRIVATE CONDUIT LOWERING	LS	0.00	1.00	1.00	$ 787.50	$ 787.50	0.00	$ -	1.00	1.00	$ 787.50	0.00	100.00%
12.06	SUBDRAIN CLEANOUT, TYPE A-1	EA	0.00	1.00	1.00	$ 2,000.00	$ 2,000.00	1.00	$ 2,000.00	0.00	1.00	$ 2,000.00	0.00	100.00%
12.07	ADDITIONAL SUBDRAIN INSTALLATION	LS	0.00	1.00	1.00	$ 16,420.00	$ 16,420.00	1.00	$ 16,420.00	0.00	1.00	$ 16,420.00	0.00	100.00%
	STORED MATERIALS													
	TRAFFIC SIGNAL MATERIALS	LS	0.00	0.00	0.00		$ -	0.00	$ -	147849.00	147,849.00	$ 147,849.00	(147,849.00)	0.00%
			0.00	0.00	0.00		$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
			0.00	0.00	0.00		$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
			0.00	0.00	0.00		$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $ 4,353,369.00** **PAY PERIOD = $ 1,019,218.79** **COMPLETED = $ 3,797,813.19** **87.24%**

Date printed: 9/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	$ 75,546.81
2	May 15, 2023	$ 294,819.59
3	June 19, 2023	$ 278,014.09
4	July 17, 2023	$ 738,396.76
5	August 21, 2023	$ 1,252,887.43
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 2,639,664.68

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	$ 550.00
2	June 19, 2023	$ 2,805.00
3	August 21, 2023	$ (3,943.50)
4	September 18, 2023	$ (1,042.50)
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CHANGE ORDER TOTAL = $ (1,631.00)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	March 27, 2023

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	1.0
Total Working Days:	131.0
Working Days Used to Date:	117.0
Working Days Remaining:	**14.0**

Full Completion

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

Date Printed: 9/6/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $1,322,169.38 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile 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 #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek		
Contractor:	Elder Corporation		
Address:	5088 E University Ave, Pleasant Hill, IA		
Finance Budget Code:	979.3979.4451	***Finance Project #***	979.4451
Vendor Project or Invoice #:	990	***PO #***	
Original Contract Date:	January 3, 2023	***Vendor #***	5340

Date of Council Meeting: September 18, 2023 **PAYMENT REQUEST #** 6

PAYMENT PERIOD: From: July 30, 2023 Through: September 2, 2023

Contract Summary

Original Contract Amount:	$ 9,993,000.00		
Net change by Change Orders:	$ 16,696.00		
Contract Amount to Date: (line 1 ± 2)		$ 10,009,696.00	
Total completed and stored to date:	$ 3,714,904.55		
Retainage: ____ % of Completed Work:	$ 30,000.00	(Per Iowa DOT Specifications)	
Total Earned less Retainage:		$ 3,684,904.55	
Less previous applications for payment:		$ 2,362,735.17	
SUBTOTAL			$ 1,322,169.38
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 1,322,169.38
Balance to finish, including retainage:		$ 6,324,791.45	
Contract Time Remaining (If applicable)	24.50	Working Days (2023)	
Contract Time Remaining (If applicable)	120.00	Working Days (2024)	

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: Elder Corporation (Firm Name)

Wade Harris, P.E. Digitally signed by Wade Harris, P.E. DN: C=US, E=wade.harris@eldercorp.com, O=Elder Corporation, OU=Project Manager, CN=Wade Harris, P.E. Reason: I am approving this document Date: 2023.09.11 14:55:35-05'00' — Signature — 9/11/2023 Date

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

Jordan Stoermer Digitally signed by Jordan Stoermer DN: C=US, E=jstoermer@snyder-associates.com, O="Snyder & Associates, Inc.", OU=Project Engineer, CN=Jordan Stoermer Date: 2023.09.11 15:06:48-05'00' — Signature — 9/11/2023 Date

City of Ankeny Staff Approval:

Adam Lust — Signature — 09/11/23 Date

Submit to: Adam Lust

E-mail: ALust@Ankenylowa.gov *Phone:* (515) 963-3537 *Fax:* (515) 963-3535

Date Printed: 9/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

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)	ORIGINAL PROPOSED QUANTITY DIVISION 3	QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL QUANTITY THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY DIVISION 1 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY DIVISION 3 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK DIVISION 3	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	UNIT	1335						1,335.00	$ 59.00	$ 78,765.00	1.90			$ 112.10	$ -	$ -	$ 112.10	1,223.70			1,223.70	1,225.60	0.00	0.00	1,225.60	$ 72,310.40	$ -	$ -	$ 72,310.40	109.40	91.81%
2	EMBANKMENT-IN-PLACE, STOCKPILE	CY	6513		1628				8,141.00	$ 6.75	$ 54,951.75				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	8,141.00	0.00%
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9047		2262				11,309.00	$ 6.50	$ 73,508.50	735.00			$ 4,777.50	$ -	$ -	$ 4,777.50	3,140.00			3,140.00	3,875.00	0.00	0.00	3,875.00	$ 25,187.50	$ -	$ -	$ 25,187.50	7,434.00	34.26%
4	EXCAVATION, CLASS 10, WASTE	CY	8381		2095				10,476.00	$ 9.15	$ 95,855.40		780.00		$ -	$ 7,137.00	$ -	$ 7,137.00	8,381.00	269.00		8,650.00	8,381.00	1,049.00	0.00	9,430.00	$ 76,686.15	$ 9,598.35	$ -	$ 86,284.50	1,046.00	90.02%
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	400						400.00	$ 50.00	$ 20,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	400.00	0.00%
6	EXCAVATION, CLASS 10, CHANNEL	CY	1262						1,262.00	$ 12.00	$ 15,144.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1,262.00	0.00%
7	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	4646						4,646.00	$ 24.00	$ 111,504.00	530.50			$ 12,732.00	$ -	$ -	$ 12,732.00	1,187.50			1,187.50	1,718.00	0.00	0.00	1,718.00	$ 41,232.00	$ -	$ -	$ 41,232.00	2,928.00	36.98%
8	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	170						170.00	$ 28.50	$ 4,845.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	170.00	0.00%
9	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	17516		4380				21,896.00	$ 1.75	$ 38,318.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	21,896.00	0.00%
10	SPECIAL COMPACTION OF SUBGRADE	STA	43		10.7				53.70	$ 1,900.00	$ 102,030.00				$ -	$ -	$ -	$ -	28.20			28.20	28.20	0.00	0.00	28.20	$ 53,580.00	$ -	$ -	$ 53,580.00	25.50	52.51%
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	4000	(2,000.00)					2,000.00	$ 4.50	$ 9,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	2,000.00	0.00%
12	MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE)	CY	685						685.00	$ 61.00	$ 41,785.00	27.60			$ 1,683.60	$ -	$ -	$ 1,683.60	231.20			231.20	258.80	0.00	0.00	258.80	$ 15,786.80	$ -	$ -	$ 15,786.80	426.20	37.78%
13	MODIFIED SUBBASE , 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	7629		975				8,604.00	$ 61.50	$ 529,146.00				$ -	$ -	$ -	$ -	4,558.00			4,558.00	4,558.00	0.00	0.00	4,558.00	$280,316.69	$ -	$ -	$280,316.69	4,046.01	52.98%
14	GRANULAR SHOULDERS, TYPE A	TON	80						80.00	$ 64.50	$ 5,160.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	80.00	0.00%
15	SHOULDER FINISHING, EARTH	STA	164.75						164.75	$ 500.00	$ 82,375.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	164.75	0.00%
16	REMOVAL OF CURB	STA	0.5						0.50	$ 2,200.00	$ 1,100.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	0.50	0.00%
17	RELOCATION OF MAIL BOXES	EACH	9	1.00					10.00	$ 590.00	$ 5,900.00	0.50			$ 295.00	$ -	$ -	$ 295.00	2.00			2.00	2.50	0.00	0.00	2.50	$ 1,475.00	$ -	$ -	$ 1,475.00	7.50	25.00%
18	BRIDGE APPROACH, BR-201	SY	248						248.00	$ 237.00	$ 58,776.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	248.00	0.00%
19	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN.	SY	3493						3,493.00	$ 96.00	$ 335,328.00	465.60			$ 44,697.60	$ -	$ -	$ 44,697.60	768.80			768.80	1,234.40	0.00	0.00	1,234.40	$118,502.40	$ -	$ -	$ 118,502.40	2,258.60	35.34%
20	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	29307		4390				33,697.00	$ 84.00	$ 2,830,548.00	9,345.50			$ 785,022.00	$ -	$ -	$ 785,022.00	7,499.00			7,499.00	16,844.50	0.00	0.00	16,844.50	$ 1,414,938.00	$ -	$ -	$ 1,414,938.00	16,852.50	49.99%
21	MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	SY			27				27.00	$ 141.00	$ 3,807.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	27.00	0.00%
22	MEDIAN, P.C. CONCRETE, 6 IN.	SY			596				596.00	$ 136.00	$ 81,056.00		246.70		$ -	$33,551.20	$ -	$ 33,551.20				0.00	0.00	246.70	0.00	246.70	$ -	$33,551.20	$ -	$ 33,551.20	349.30	41.39%
23	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1						1.00	$ 39,000.00	$ 39,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29307		4390				33,697.00	$ 1.00	$ 33,697.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	33,697.00	0.00%
25	TEMPORARY PAVEMENT, 6 INCH	SY	925						925.00	$ 56.00	$ 51,800.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	925.00	0.00%
26	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	7						7.00	$ 49.00	$ 343.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	7.00	0.00%
27	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	EACH	29307		4390				33,697.00	$ 1.00	$ 33,697.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	33,697.00	0.00%
28	REMOVAL OF EXISTING STRUCTURES	LS	1						1.00	$ 50,000.00	$ 50,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
29	REMOVAL OF LIGHT POLES	EACH	2						2.00	$ 1,500.00	$ 3,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	2.00	0.00%
30	FLOODED BACKFILL	CY	145						145.00	$ 133.00	$ 19,285.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	145.00	0.00%
31	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	850						850.00	$ 8.75	$ 7,437.50				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	850.00	0.00%
32	EXCAVATION, CLASS 20, (RCB CULVERT)	CY	4535						4,535.00	$ 10.25	$ 46,483.75				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	4,535.00	0.00%
33	GRANULAR MATERIAL FOR BLANKET	CY	387						387.00	$ 86.00	$ 33,282.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	387.00	0.00%
34	STRUCTURAL CONCRETE (RCB CULVERT)	CY	749						749.00	$ 590.00	$ 441,910.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	749.00	0.00%
35	REINFORCING STEEL	LB	129296						129,296.00	$ 1.75	$ 226,268.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	129,296.00	0.00%
36	ORNAMENTAL METAL RAILING	LF	300						300.00	$ 212.00	$ 63,600.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	300.00	0.00%
37	APRONS, CONCRETE, 15 IN. DIA., APRON GUARD, AND FOOTING	EACH	2						2.00	$ 2,300.00	$ 4,600.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 2,300.00	$ -	$ -	$ 2,300.00	1.00	50.00%
38	APRONS, CONCRETE, 24 IN. DIA., APRON GUARD, AND FOOTING	EACH	1						1.00	$ 2,800.00	$ 2,800.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
39	TEMPORARY STREAM DIVERSION	EACH	1						1.00	$ 9,200.00	$ 9,200.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
40	MODULAR BLOCK RETAINING WALL	SF	304						304.00	$ 35.00	$ 10,640.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	304.00	0.00%
41	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	10						10.00	$ 3,900.00	$ 39,000.00				$ -	$ -	$ -	$ -	2.00			2.00	2.00	0.00	0.00	2.00	$ 7,800.00	$ -	$ -	$ 7,800.00	8.00	20.00%
42	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	1						1.00	$ 9,400.00	$ 9,400.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 9,400.00	$ -	$ -	$ 9,400.00	0.00	100.00%
43	INTAKE, SW-501	EACH	7						7.00	$ 3,300.00	$ 23,100.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 3,300.00	$ -	$ -	$ 3,300.00	6.00	14.29%
44	INTAKE, SW-502, 60 IN.	EACH	1						1.00	$ 7,700.00	$ 7,700.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 7,700.00	$ -	$ -	$ 7,700.00	0.00	100.00%
45	INTAKE, SW-505	EACH	27						27.00	$ 5,200.00	$ 140,400.00				$ -	$ -	$ -	$ -	12.00			12.00	12.00	0.00	0.00	12.00	$ 62,400.00	$ -	$ -	$ 62,400.00	15.00	44.44%
46	INTAKE, SW-506	EACH	8						8.00	$ 9,100.00	$ 72,800.00				$ -	$ -	$ -	$ -	3.00			3.00	3.00	0.00	0.00	3.00	$ 27,300.00	$ -	$ -	$ 27,300.00	5.00	37.50%
47	INTAKE, SW-506 MODIFIED 1	EACH	7						7.00	$ 18,000.00	$ 126,000.00				$ -	$ -	$ -	$ -	7.00			7.00	7.00	0.00	0.00	7.00	$126,000.00	$ -	$ -	$ 126,000.00	0.00	100.00%
48	INTAKE, SW-512, 24 IN.	EACH	2	1					3.00	$ 1,900.00	$ 5,700.00				$ -	$ -	$ -	$ -	2.00			2.00	2.00	0.00	0.00	2.00	$ 3,800.00	$ -	$ -	$ 3,800.00	1.00	66.67%
49	INTAKE, SW-513, 4'X4'	EACH	1						1.00	$ 5,500.00	$ 5,500.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 5,500.00	$ -	$ -	$ 5,500.00	0.00	100.00%
50	MANHOLE ADJUSTMENT, MINOR	EACH	3						3.00	$ 2,100.00	$ 6,300.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	3.00	0.00%
51	MANHOLE ADJUSTMENT, MAJOR	EACH	9						9.00	$ 2,200.00	$ 19,800.00				$ -	$ -	$ -	$ -	6.00			6.00	6.00	0.00	0.00	6.00	$ 13,200.00	$ -	$ -	$ 13,200.00	3.00	66.67%
52	SUBDRAIN, PVC, STANDARD, PERFORATED, 6 IN.	LF	10272						10,272.00	$ 12.50	$ 128,400.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	10,272.00	0.00%
53	SUBDRAIN OUTLET, DR-303, OUTLET TO STRUCTURE	EACH	91	(2)					89.00	$ 280.00	$ 24,920.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	89.00	0.00%
54	STORM SEWER GRAVITY MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	LF	20						20.00	$ 107.00	$ 2,140.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	20.00	0.00%
55	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 15 IN.	LF	2211	8.00					2,219.00	$ 72.00	$ 159,768.00				$ -	$ -	$ -	$ -	1,118.00			1,118.00	1,118.00	0.00	0.00	1,118.00	$ 80,496.00	$ -	$ -	$ 80,496.00	1,101.00	50.38%
56	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 18 IN.	LF	892						892.00	$ 80.00	$ 71,360.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	892.00	0.00%
57	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 24 IN.	LF	737						737.00	$ 90.00	$ 66,330.00				$ -	$ -	$ -	$ -	17.00			17.00	17.00	0.00	0.00	17.00	$ 1,530.00	$ -	$ -	$ 1,530.00	720.00	2.31%
58	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 30 IN.	LF	352						352.00	$ 120.00	$ 42,240.00				$ -	$ -	$ -	$ -	344.00			344.00	344.00	0.00	0.00	344.00	$ 41,280.00	$ -	$ -	$ 41,280.00	8.00	97.73%
59	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 36 IN.	LF	1015						1,015.00	$ 147.00	$ 149,205.00				$ -	$ -	$ -	$ -	995.00			995.00	995.00	0.00	0.00	995.00	$146,265.00	$ -	$ -	$ 146,265.00	20.00	98.03%
60	STORM SEWER GRAVITY MAIN, TRENCHED, RCP, 2000D (CLASS III), 42 IN.	LF	1001						1,001.00	$ 189.00	$ 189,189.00				$ -	$ -	$ -	$ -	947.00			947.00	947.00	0.00	0.00	947.00	$178,983.00	$ -	$ -	$ 178,983.00	54.00	94.61%
61	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	1665						1,665.00	$ 29.50	$ 49,117.50				$ -	$ -	$ -	$ -	764.00			764.00	764.00	0.00	0.00	764.00	$ 22,538.00	$ -	$ -	$ 22,538.00	901.00	45.89%
62	REMOVE STORM SEWER PIPE GREATER THAN 36 IN.	LF	56						56.00	$ 69.00	$ 3,864.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	56.00	0.00%
63	STORM SEWER ABANDONMENT, FILL AND PLUG, LESS THAN OR EQUAL TO 36 IN. DIA.	LF	161						161.00	$ 42.00	$ 6,762.00				$ -	$ -	$ -	$ -	161.00			161.00	161.00	0.00	0.00	161.00	$ 6,762.00	$ -	$ -	$ 6,762.00	0.00	100.00%
64	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	430	(215.00)					215.00	$ 28.00	$ 6,020.00				$ -	$ -	$ -	$ -	39.40			39.40	39.40	0.00	0.00	39.40	$ 1,103.20	$ -	$ -	$ 1,103.20	175.60	18.33%
65	ENGINEERING FABRIC	SY	1979						1,979.00	$ 4.25	$ 8,410.75				$ -	$ -	$ -	$ -	22.22			22.22	22.22	0.00	0.00	22.22	$ 94.44	$ -	$ -	$ 94.44	1,956.78	1.12%
66	CONCRETE GROUT FOR REVETMENT OR GABION	CY	8						8.00	$ 870.00	$ 6,960.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	8.00	0.00%
67	REVETMENT, CLASS B	TON	990						990.00	$ 68.00	$ 67,320.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	990.00	0.00%
68	REVETMENT, CLASS E	TON	925						925.00	$ 63.00	$ 58,275.00				$ -	$ -	$ -	$ -	132.08			132.08	132.08	0.00	0.00	132.08	$ 8,321.04	$ -	$ -	$ 8,321.04	792.92	14.28%
69	REMOVAL OF PAVEMENT	SY	21325						21,325.00	$ 7.00	$ 149,275.00	123.30			$ 863.10	$ -	$ -	$ 863.10	9,743.14			9,743.14	9,866.44	0.00	0.00	9,866.44	$ 69,065.08	$ -	$ -	$ 69,065.08	11,458.56	46.27%
70	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	9						9.00	$ 1,400.00	$ 12,600.00				$ -	$ -	$ -	$ -	3.00			3.00	3.00	0.00	0.00	3.00	$ 4,200.00	$ -	$ -	$ 4,200.00	6.00	33.33%
71	REMOVAL OF SIDEWALK	SY	2730						2,730.00	$ 8.25	$ 22,522.50	51.7			$ 426.53	$ -	$ -	$ 426.53	695.45			695.45	747.15	0.00	0.00	747.15	$ 6,163.99	$ -	$ -	$ 6,163.99	1,982.85	27.37%
72	SIDEWALK, P.C. CONCRETE, 4 IN.	SY	1504						1,504.00	$ 51.00	$ 76,704.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1,504.00	0.00%
73	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	2983						2,983.00	$ 48.00	$ 143,184.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	2,983.00	0.00%
74	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	628						628.00	$ 106.00	$ 66,568.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	628.00	0.00%
75	DETECTABLE WARNINGS	SF	558						558.00	$ 51.00	$ 28,458.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	558.00	0.00%
76	CURB AND GUTTER, P.C. CONCRETE, 2.5 FT.	LF	42						42.00	$ 51.00	$ 2,142.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	42.00	0.00%
77	DRIVEWAY, P.C. CONCRETE, 6 IN.	SY	625						625.00	$ 76.00	$ 47,500.00				$ -	$ -	$ -	$ -	42.80			42.80	42.80	0.00	0.00	42.80	$ 3,252.80	$ -	$ -	$ 3,252.80	582.20	6.85%

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78	DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED	SY	40							40.00	$ 270.00	$ 10,800.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	40.00	0.00%
79	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	560							560.00	$ 61.00	$ 34,160.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	560.00	0.00%
80	REMOVAL OF PAVED DRIVEWAY	SY	1446							1,446.00	$ 8.50	$ 12,291.00	743.10			$6,316.35	$ -	$ -	$6,316.35	49.00			49.00	792.10	0.00	0.00	792.10	$ 6,732.85	$ -	$ -	$ 6,732.85	653.90	54.78%
81	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	110							110.00	$ 810.00	$ 89,100.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	110.00	0.00%
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	5556							5,556.00	$ 5.25	$ 29,169.00				$ -	$ -	$ -	$ -	4,083.00			4,083.00	4,083.00	0.00	0.00	4,083.00	$ 21,435.75	$ -	$ -	$ 21,435.75	1,473.00	73.49%
83	REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE	LF	370							370.00	$ 49.00	$ 18,130.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	370.00	0.00%
84	HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN. X 30 IN.	EACH	6							6.00	$ 1,900.00	$ 11,400.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	6.00	0.00%
85	HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN.	EACH	4							4.00	$ 2,000.00	$ 8,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	4.00	0.00%
86	REMOVAL OF TYPE A SIGN	EACH	38							38.00	$ 152.00	$ 5,776.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	38.00	0.00%
87	POSTS, STEEL, AS PER PLAN	EACH	18							18.00	$ 152.00	$ 2,736.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	18.00	0.00%
88	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	906							906.00	$ 25.50	$ 23,103.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	906.00	0.00%
89	TYPE A SIGNS, SHEET ALUMINUM	SF	336.8							336.80	$ 51.00	$ 17,176.80				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	336.80	0.00%
90	INSTALL TYPE A SIGN	EACH	74							74.00	$ 202.00	$ 14,948.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	74.00	0.00%
91	TRAFFIC SIGNALIZATION, NE 18TH STREET INTERSECTION	LS			1					1.00	$ 229,000.00	$ 229,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
92	TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION	LS			1					1.00	$ 229,000.00	$ 229,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
93	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1							1.00	$ 7,600.00	$ 7,600.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
94	RAISED PAVEMENT MARKERS	EACH	336							336.00	$ 25.50	$ 8,568.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	336.00	0.00%
95	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	34.5							34.50	$ 35.00	$ 1,207.50				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	34.50	0.00%
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	206.79		51.7					258.49	$ 71.00	$ 18,352.79				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	258.49	0.00%
97	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19		17					36.00	$ 131.00	$ 4,716.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	36.00	0.00%
98	PAVEMENT MARKINGS REMOVED	STA	29.6							29.60	$ 56.00	$ 1,657.60				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	29.60	0.00%
99	SYMBOLS AND LEGENDS REMOVED	EACH	5							5.00	$ 101.00	$ 505.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	5.00	0.00%
100	GROOVES CUT FOR PAVEMENT MARKINGS	STA	167.91		42					209.91	$ 35.00	$ 7,346.85				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	209.91	0.00%
101	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	17		17					34.00	$ 111.00	$ 3,774.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	34.00	0.00%
102	SAFETY CLOSURE	EACH	27							27.00	$ 202.00	$ 5,454.00				$ -	$ -	$ -	$ -	8.00			8.00	8.00	0.00	0.00	8.00	$ 1,616.00	$ -	$ -	$ 1,616.00	19.00	29.63%
103	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023	LS	1							1.00	$ 75,000.00	$ 75,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
104	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024	LS	1							1.00	$ 75,000.00	$ 75,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
105	TRAFFIC CONTROL	LS	1	0.02						1.02	$ 99,000.00	$ 100,650.00				$ -	$ -	$ -	$ -	0.27			0.27	0.27	0.00	0.00	0.27	$ 26,400.00	$ -	$ -	$ 26,400.00	0.75	26.23%
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	80							80.00	$ 101.00	$ 8,080.00				$ -	$ -	$ -	$ -	8.00			8.00	8.00	0.00	0.00	8.00	$ 808.00	$ -	$ -	$ 808.00	72.00	10.00%
107	MOBILIZATION	LS	1							1.00	$ 526,167.21	$ 526,167.21	0.75			$ 394,625.41	$ -	$ -	$ 394,625.41	0.25			0.25	1.00	0.00	0.00	1.00	$526,167.21	$ -	$ -	$526,167.21	0.00	100.00%
108	TRENCH COMPACTION TESTING	LS	1							1.00	$ 6,500.00	$ 6,500.00				$ -	$ -	$ -	$ -	0.40			0.40	0.40	0.00	0.00	0.40	$ 2,600.00	$ -	$ -	$ 2,600.00	0.60	40.00%
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF					390			390.00	$ 97.00	$ 37,830.00				$ -	$ -	$ -	$ -			240.00	240.00	240.00	0.00	0.00	240.00	240.00	$ -	$ -	$ 23,280.00	$ 23,280.00	150.00	61.54%
110	FITTINGS BY WEIGHT, DUCTILE IRON	LB					520			520.00	$ 18.00	$ 9,360.00				$ -	$ -	$ -	$ -			204	204.00	204.00	0.00	0.00	204.00	204.00	$ -	$ -	$ 3,672.00	$ 3,672.00	316.00	39.23%
111	WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN.	EACH					4		(1.00)	3.00	$ 3,700.00	$ 11,100.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	3.00	0.00%
112	TAPPING VALVE ASSEMBLY, 8 IN.	EACH					1			1.00	$ 6,900.00	$ 6,900.00				$ -	$ -	$ -	$ -			1.00	1.00	1.00	0.00	0.00	1.00	1.00	$ -	$ -	$ 6,900.00	$ 6,900.00	0.00	100.00%
113	FIRE HYDRANT ASSEMBLY, WM-201	EACH					1			1.00	$ 6,600.00	$ 6,600.00				$ -	$ -	$ -	$ -			1.00	1.00	1.00	0.00	0.00	1.00	1.00	$ -	$ -	$ 6,600.00	$ 6,600.00	0.00	100.00%
114	FIRE HYDRANT ASSEMBLY, WM-201, ALTERNATE	EACH					1			1.00	$ 7,200.00	$ 7,200.00				$ -	$ -	$ -	$ -			1.00	1.00	1.00	0.00	0.00	1.00	1.00	$ -	$ -	$ 7,200.00	$ 7,200.00	0.00	100.00%
115	VALVE BOX EXTENSION	EACH					6		1.00	7.00	$ 660.00	$ 4,620.00				$ -	$ -	$ -	$ -			1.00	1.00	1.00	0.00	0.00	1.00	1.00	$ -	$ -	$ 660.00	$ 660.00	6.00	14.29%
116	VALVE BOX REPLACEMENT	EACH					8			8.00	$ 660.00	$ 5,280.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	8.00	0.00%
117	BIO-RETENTION CELL INSTALLATION	EACH	4							4.00	$ 32,000.00	$ 128,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	4.00	0.00%
118	EXTERNAL DROP CONNECTION, SW-307, REMOVAL	EACH	1							1.00	$ 5,900.00	$ 5,900.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 5,900.00	$ -	$ -	$ 5,900.00	0.00	100.00%
119	HYDRANT (IN LINE), GATE VALVE, 6 IN.	EACH					1			1.00	$ 6,600.00	$ 6,600.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1.00	0.00%
120	HYDRANT REMOVAL	EACH					2			2.00	$ 970.00	$ 1,940.00				$ -	$ -	$ -	$ -			2.00	2.00	0.00	0.00	2.00	2.00	$ -	$ -	$ 1,940.00	$ 1,940.00	0.00	100.00%
121	SUBDRAIN CLEANOUT, TYPE B	EACH	6	2.00						8.00	$ 2,000.00	$ 16,000.00	4.00			$8,000.00	$ -	$ -	$8,000.00				0.00	4.00	0.00	0.00	4.00	$ 8,000.00	$ -	$ -	$ 8,000.00	4.00	50.00%
122	CONDUIT, BLUE HDPE, 2 IN.	LF	6570							6,570.00	$ 15.00	$ 98,550.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	6,570.00	0.00%
123	REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN	LF	4400	(2,400.00)						2,000.00	$ 1.25	$ 2,500.00				$ -	$ -	$ -	$ -	93.20			93.20	93.20	0.00	0.00	93.20	$ 116.50	$ -	$ -	$ 116.50	1,906.80	4.66%
124	CONCRETE WASHOUT	LS	1							1.00	$ 23,000.00	$ 23,000.00	0.35			$8,050.00	$ -	$ -	$8,050.00				0.00	0.35	0.00	0.00	0.35	$ 8,050.00	$ -	$ -	$ 8,050.00	0.65	35.00%
125	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1							1.00	$ 21,000.00	$ 21,000.00	0.30			$6,300.00	$ -	$ -	$6,300.00	0.05			0.05	0.35	0.00	0.00	0.35	$ 7,350.00	$ -	$ -	$ 7,350.00	0.65	35.00%
126	MONUMENT SIGN REMOVAL	LS	1							1.00	$ 11,000.00	$ 11,000.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 11,000.00	$ -	$ -	$ 11,000.00	0.00	100.00%
127	CONCRETE RETAINING WALL FORMLINER	SF	1188							1,188.00	$ 12.00	$ 14,256.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1,188.00	0.00%
128	TEMPORARY ACCESS DRIVE, INSTALLATION, MAINTENANCE, AND REMOVAL	TON	600							600.00	$ 51.00	$ 30,600.00				$ -	$ -	$ -	$ -	254.00			254.00	254.00	0.00	0.00	254.00	$ 12,954.00	$ -	$ -	$ 12,954.00	346.00	42.33%
129	MULCHING, BONDED FIBER MATRIX	ACRE	24							24.00	$ 3,500.00	$ 84,000.00				$ -	$ -	$ -	$ -	0.51			0.51	0.51	0.00	0.00	0.51	$ 1,768.20	$ -	$ -	$ 1,768.20	23.49	2.11%
130	SEEDING AND FERTILIZING (URBAN)	ACRE	8							8.00	$ 2,300.00	$ 18,400.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	8.00	0.00%
131	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	16							16.00	$ 300.00	$ 4,800.00				$ -	$ -	$ -	$ -	0.28			0.28	0.28	0.00	0.00	0.28	$ 84.00	$ -	$ -	$ 84.00	15.72	1.75%
132	SILT FENCE	LF	1000							1,000.00	$ 2.50	$ 2,500.00				$ -	$ -	$ -	$ -	584.00			584.00	584.00	0.00	0.00	584.00	$ 1,460.00	$ -	$ -	$ 1,460.00	416.00	58.40%
133	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1000							1,000.00	$ 0.05	$ 50.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	1,000.00	0.00%
134	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	400							400.00	$ 29.00	$ 11,600.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	400.00	0.00%
135	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	9660							9,660.00	$ 2.00	$ 19,320.00				$ -	$ -	$ -	$ -	378.50			378.50	378.50	0.00	0.00	378.50	$ 757.00	$ -	$ -	$ 757.00	9,281.50	3.92%
136	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	9660							9,660.00	$ 0.01	$ 96.60				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	9,660.00	0.00%
137	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	50							50.00	$ 610.00	$ 30,500.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	50.00	0.00%
138	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	100							100.00	$ 5.00	$ 500.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	100.00	0.00%
139	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	50							50.00	$ 5.00	$ 250.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	50.00	0.00%
140	GRATE INTAKE SEDIMENT FILTER BAG	EACH	97							97.00	$ 177.00	$ 17,169.00	40.00			$7,080.00	$ -	$ -	$7,080.00	2.00			2.00	42.00	0.00	0.00	42.00	$ 7,434.00	$ -	$ -	$ 7,434.00	55.00	43.30%
141	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	194							194.00	$ 10.00	$ 1,940.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	194.00	0.00%
142	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	97							97.00	$ 5.00	$ 485.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	97.00	0.00%
143	MOBILIZATIONS, EROSION CONTROL	EACH	40							40.00	$ 500.00	$ 20,000.00	1.00			$ 500.00	$ -	$ -	$ 500.00	4.00			4.00	5.00	0.00	0.00	5.00	$ 2,500.00	$ -	$ -	$ 2,500.00	35.00	12.50%
144	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EACH	10							10.00	$ 1,000.00	$ 10,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	10.00	0.00%
145	CONCRETE BARRIER, TAPERED END, BA-108	EACH	2							2.00	$ 12,000.00	$ 24,000.00				$ -	$ -	$ -	$ -				0.00	0.00	0.00	0.00	0.00	$ -	$ -	$ -	$ -	2.00	0.00%
146	WATER SERVICE CURB STOP AND BOX, Polyethylene, 2.0 IN.	EACH					0.00	1.00		1.00	$ 5,200.00	$ 5,200.00				$ -	$ -	$ -	$ -			1.00	1.00	0.00	0.00	1.00	1.00	$ -	$ -	$ 5,200.00	$ 5,200.00	0.00	100.00%
147	10 IN. TILE LINE CONNECTION TO INTAKE	EACH	0.00	7.00						7.00	$ 3,200.00	$ 22,400.00				$ -	$ -	$ -	$ -	7.00			7.00	7.00	0.00	0.00	7.00	$ 22,400.00	$ -	$ -	$ 22,400.00	0.00	100.00%
148	MOBILIZATION, REMOVAL AND HAUL OFF	LS	0.00	1.00						1.00	$ 2,000.00	$ 2,000.00				$ -	$ -	$ -	$ -	1.00			1.00	1.00	0.00	0.00	1.00	$ 2,000.00	$ -	$ -	$ 2,000.00	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $10,009,696.00 PAY PERIOD = $1,281,491.18 $40,688.20 $ - $1,322,169.38 COMPLETED = $3,616,303.00 $43,149.55 $ 55,452.00 $3,714,904.55 37.11%

Date printed: 9/11/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 17, 2023	$ 193,428.65
2	May 15, 2023	$ 347,978.24
3	June 19, 2023	$ 597,513.62
4	July 19, 2023	$ 453,219.51
5	August 21, 2023	$ 770,595.15
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 2,362,735.17

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	$ 4,400.00
2	July 17, 2023	$ 8,856.00
3	August 21, 2023	$ 3,440.00
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CHANGE ORDER TOTAL = $ 16,696.00

Contract Time Remaining (2023)

Contract Period (2023):	Working Days
Construction Start Date (2023):	March 27, 2023
Contract Working Days (2023):	120.0
Added by Change Order (2023):	0.0
Total Working Days (2023):	120.0
Working Days Used to Date (2023):	95.5
Working Days Remaining (2023):	**24.5**

Contract Time Remaining (2024)

Contract Period (2024):	Working Days
Construction Start Date (2024):	TBD
Contract Working Days (2024):	120.0
Added by Change Order (2024):	0.0
Total Working Days (2024):	120.0
Working Days Used to Date (2024):	
Working Days Remaining (2024):	**120.0**

Date Printed: 9/11/2023

September 11, 2023

Adam Lust, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NE DELAWARE AVENUE RECON. – NE 5TH STREET TO FOURMILE CREEK
PARTIAL PAYMENT APPLICATION NO. 06
FINANCE PROJECT NO. 979.4451
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

Partial Payment Application No. 6 includes work completed between July 30 2023, and September 2, 2023. The Contractor's work through this period includes earthwork, subbase, erosion control, mainline pavement, sideroad pavement, and driveway pavement. Mainline paving is completed for this year. We recommend payment of $1,322,169.38 to the Contractor, Elder Corporation, for work completed through September 2, 2023. 37% of the total contract work has been completed and 95.5 of the 120 working days (80%) have been charged through the pay application.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the September 18, 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan Stoermer

Jordan M. Stoermer, P.E.
Project Manager

cc: Mark Land, P.E., Snyder & Associates, Inc.
Sarah Ritchie, E.I., Snyder & Associates, Inc.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $255,304.85 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	S. Ankeny Blvd Transmission Main		
Contractor:	Granite Excavating		
Address:	PO Box 230, 111 S Second St, Polk City, IA 50226		
Finance Budget Code:	633.3633.4450	***Finance Project #***	633.4450
Vendor Project or Invoice #:	ANKMU 165980	***PO #***	
Original Contract Date:	February 6, 2023	***Vendor #***	011835

Date of Council Meeting: September 18, 2023 **PAYMENT REQUEST #** 4

PAYMENT PERIOD: From: July 23, 2023 Through: August 30, 2023

Contract Summary

Original Contract Amount:	$ 2,649,525.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 2,649,525.00		
Total completed and stored to date:	$ 1,875,533.90			
Retainage: 5 % of Completed Work:	$ 93,776.70			
Total Earned less Retainage:		$ 1,781,757.20		
Less previous applications for payment:		$ 1,526,452.35		
SUBTOTAL			$	255,304.85
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	255,304.85
Balance to finish, including retainage:		$ 867,767.80		
Contract Time Remaining (If applicable)	73 Working Days			

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

Construction Contractor Approval: Granite Excavating (Firm Name)

Signature — 8/31/23 (Date)

Engineer / Consultant Approval: Short Elliott Hendrickson Inc. (Firm Name)

Katrina L Kinsey — August 31, 2023

Signature — Date

City of Ankeny Staff Approval:

Donald Clark — 9-1-23

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: 8/31/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 19, 2023	$ 521,305.50
2	July 3, 2023	$ 939,424.71
3	August 21, 2023	$ 65,722.14
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 1,526,452.35

Record of Change Orders

No.	Date	Amount
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TOTAL $ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 6, 2023
Original Contract Time:	164
Added by Change Order:	-
Contract Time to Date:	164
Time Used to Date:	91
Contract Time Remaining:	**73**

Date Printed: 8/31/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Removal of Known Pipe Culvert, CMP, 18"	LF	30		30.00	$ 32.00	$ 960.00	30.00	$ 960.00	-	100.00%
2	Removal and Reinstall of Culvert, RCP, 24"	LF	10		10.00	$ 78.00	$ 780.00		$ -	10.00	0.00%
3	Removal and Reinstall of Culvert, RCP, 42"	LF	20		20.00	$ 80.00	$ 1,600.00	24.00	$ 1,920.00	(4.00)	120.00%
4	Trench Foundation	TON	900		900.00	$ 43.00	$ 38,700.00		$ -	900.00	0.00%
5	Water Main, Trenched, PVC, 12"	LF	30		30.00	$ 122.00	$ 3,660.00		$ -	30.00	0.00%
6	Water Main, Trenched, PVC, 24"	LF	4,475		4,475.00	$ 348.00	$ 1,557,300.00	2,436.00	$ 847,728.00	2,039.00	54.44%
7	Water Main, Trenched, DI, 24"	LF	70		70.00	$ 322.00	$ 22,540.00	70.00	$ 22,540.00	-	100.00%
8	Water Main, Trenchless, PVC, 24"	LF	522		522.00	$ 609.00	$ 317,898.00	210.00	$ 127,890.00	312.00	40.23%
9	Water Main with Existing Casing Pipe, Trenchless, PVC, 24"	LF	273		273.00	$ 587.00	$ 160,251.00	273.00	$ 160,251.00	-	100.00%
10	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	80		80.00	$ 1,445.00	$ 115,600.00	60.00	$ 86,700.00	20.00	75.00%
11	Valve, Gate, 24"	EA	1		1.00	$ 39,850.00	$ 39,850.00	1.00	$ 39,850.00	-	100.00%
12	Tapping Valve Assembly, 24" x 24"	EA	1		1.00	$ 63,890.00	$ 63,890.00		$ -	1.00	0.00%
13	Tapping Valve Assembly, 12" x 12"	EA	1		1.00	$ 10,260.00	$ 10,260.00		$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	6		6.00	$ 11,500.00	$ 69,000.00	4.00	$ 46,000.00	2.00	66.67%
15	Fire Hydrant Assembly at STA. 304+78.00	EA	1		1.00	$ 10,980.00	$ 10,980.00		$ -	1.00	0.00%
16	Removal of Recreational Trail	SY	1,380		1,380.00	$ 20.00	$ 27,600.00	1,306.70	$ 26,134.00	73.30	94.69%
17	Recreational Trail, PCC	SY	1,350		1,350.00	$ 65.00	$ 87,750.00		$ -	1,350.00	0.00%
18	Recreational Trail, HMA	SY	30		30.00	$ 65.00	$ 1,950.00		$ -	30.00	0.00%
19	Granular Surfacing, Class A Roadstone	TON	325		325.00	$ 35.00	$ 11,375.00		$ -	325.00	0.00%
20	Temporary Traffic Control	LS	1		1.00	$ 20,370.00	$ 20,370.00	0.52	$ 10,592.40	0.48	52.00%
21	Conventional Seeding and Fertilizing, Type 6	AC	5.3		5.30	$ 2,885.00	$ 15,290.50		$ -	5.30	0.00%
22	Conventional Seeding, Type 4	AC	5.3		5.30	$ 1,575.00	$ 8,347.50		$ -	5.30	0.00%
23	Wattle, 9"	LF	1,000		1,000.00	$ 2.00	$ 2,000.00	634.00	$ 1,268.00	366.00	63.40%
24	Wattle, Removal	LF	1,000		1,000.00	$ 0.30	$ 300.00		$ -	1,000.00	0.00%
25	Site Fence	LF	2,600		2,600.00	$ 2.00	$ 5,200.00	1,790.00	$ 3,580.00	810.00	68.85%
26	Site Fence, Removal	LF	2,600		2,600.00	$ 0.30	$ 780.00		$ -	2,600.00	0.00%
27	Erosion Control Mulching, Hydromulching	AC	10.5		10.50	$ 2,885.00	$ 30,292.50		$ -	10.50	0.00%
28	Mobilization	LS	1.0		1.00	$ 25,000.50	$ 25,000.50	1.00	$ 25,000.50	-	100.00%
29					-		$ -		$ -	-	0.00%
30					-		$ -		$ -	-	0.00%
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72					-		$ -		$ -	-	0.00%
73					-		$ -		$ -	-	0.00%
74					-		$ -		$ -	-	0.00%
75					-		$ -		$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE $ 2,649,525.00 $ 1,400,413.90 52.86%

Date printed: 8/31/2023

MATERIAL STORED ONSITE PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	QUANTITY ONSITE	UNIT PRICE	EXTENDED PRICE
1	Water Main, PVC, 24", Stab Joint	LF	1060	$ 167.00	$ 177,020.00
2	Water Main, PVC, 24", Restrained Joint	LF	1100	$ 271.00	$ 298,100.00
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47					$ -

MATERIAL STORED ONSITE TO DATE $ 475,120.00

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of $13,860.00 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:

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Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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: September 18, 2023 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: June 4, 2023 Through: August 26, 2023

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:	$ 452,760.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 452,760.00	
Less previous applications for payment:		$ 438,900.00	
SUBTOTAL			$ 13,860.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 13,860.00
Balance to finish, including retainage:		$ 9,240.00	
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

Rob Baker, P.E. (IA), Project Manager 9/8/2023

Signature Date

City of Ankeny Staff Approval:

Donald Clark 9/8/23

Signature Date

Submit to: *Don Clark, P.E.*

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

Date Printed: 9/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2022	$ 23,100.00
2	August 4, 2022	$ 23,100.00
3	September 1, 2022	$ 55,440.00
4	September 28, 2022	$ 73,920.00
5	October 25, 2022	$ 46,200.00
6	November 30, 2022	$ 101,640.00
7	January 11, 2023	$ 62,370.00
8	February 7, 2023	$ 18,480.00
9	March 6, 2023	$ 16,170.00
10	May 16, 2023	$ 13,860.00
11	June 12, 2023	$ 4,620.00
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Previous Applications for Payment

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TOTAL $ 438,900.00

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 9/8/2023

Monthly Progress Report

Date: Friday, September 08, 2023

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for August 2023

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 – Completed
Overall Task 1 – 99% 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

Overall Task 4.1 – 100% Completed

Task 6 – Base Water Distribution System Modeling for EST Design

Overall Task 6 – 100% Completed

Task 4.2 – Final Design

1 – EST 100% design drawings – 100% Completed
2 – Civil/Site 100% design drawings – 100% Completed
3 – EST 100% specifications – 100% Completed
4 – Civil/Site 100% specifications – 100% Completed
The final deliverables have been submitted to the City and Iowa DNR. Iowa DNR did not provide any comments when asked verbally on phone.
Overall Task 4.2 – 100% Completed

Task 5 – Bidding

1- Advertise Project/Bid Documents to QuestCDN - completed
2- Correspondence with Bidders - completed
3- Prepare and Issue Addenda - completed

4- Attend Bid Opening - not started
5- Prepare Bid Tab - not started
6- Review Bids for conformance and provide recommendation of award - not started
7- Issue Notice of Award and send Contract Documents to Contractor - not started
8- Review contract documents from Contractor and submit final contract documents to City – not started

Overall Task 5 – 70% Completed

Task 7 – Additional Distribution Modeling for Updated CIP

1 – CIP Update – Completed
2 – Report and Figures – In progress
3 – Meeting – meeting held, but another is necessary given feedback on service area boundaries, CIP updates, and demand correction. A TM that combines the results from Tasks 7 and 8 has been drafted.

Overall Task 7 – 86% Completed

Task 8 – Additional Distribution Modeling for Updated Master Plan

1 – Development of Buildout Condition – 100% Completed
2 – Areas of Concern – 100% Completed
3 – Report and Figures – In progress
4 – Meeting – meeting held, but another is necessary given feedback on service area boundaries, CIP updates, and demand correction. A TM that combines the results from Tasks 7 and 8 has been drafted.

Overall Task 8 – 90% Completed

Overall Project – 98% 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 5 – Bidding

We will attend bid opening and assist the City with awarding the contract preparation of contract documents for execution by City and Contractor.

Task 7 – Additional Water Distribution System Modeling and Updated CIP

We will schedule a follow-up meeting with the City to verify assumptions prior to finalizing model updates and updating the draft technical memorandum.

Meetings

Meetings Upcoming

- September 12, 2023 — Bid Opening
- September 2023 — Tasks 7 and 8 Follow-up Meeting

Critical/Outstanding Issues None

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

Invoice

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

Reference Invoice Number with Payment

HDR Invoice No.	1200555012
Invoice Date	8-Sep-2023
Invoice Amount Due	$13,860.00
Payment Terms	Net 30
Remit to	PO Box 74008202 Chicago, IL 60674-8202
Wire transfer to	Bank of America ML US ABA #081000032 Account# 355004076604

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

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services
From: 4-Jun-2023 To: 26-Aug-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	$462,000.00	98.00%	$452,760.00	$438,900.00	$13,860.00
	$462,000.00		**$452,760.00**	**$438,900.00**	**$13,860.00**

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

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #1 in the amount of $83,620.60 to Howrey Construction, Inc. for construction services on the Creekside Park Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment Application #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: 2023 Creekside Park Improvements
Contractor: Howrey Construction, Inc
Address: 316 Austin Street, Rockwell City, IA 50579
Finance Budget Code: 973.2973.4408 **Finance Project #:** 973.2973
Vendor Project #: **Purchase Order #:** N/A
Original Contract Date: May 5, 2023 **Vendor Account #:** 7544

Date of Council Meeting: September 18, 2023 **Payment Application #:** 1

Payment Period: From: May 5, 2023 Through: September 1, 2023

Contract Summary:

Original Contract Amount:	$ 275,050.50		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 275,050.50	
Total Completed and Stored to Date:	$ 88,021.68		
Retainage: 5 % of Completed Work:	$ 4,401.08		
Total Earned Less Retainage:		$ 83,620.60	
Less Previous Applications for Payment:		$ -	
SUBTOTAL:			$ 83,620.60
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 83,620.60**
Balance to Finish, Including Retainage:		$ 191,429.91	
Contract Time Remaining:	- Working Days		

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

Construction Contractor Approval: Howrey Construction, Inc (Firm Name)
Signature — Date: 9/7/23

Engineer / Consultant Approval: Nilles Associates, Inc. (Firm Name)
Signature — Date: 9/08/2023

City of Ankeny Staff Approval:
Signature — Date: 9/11/23

Submit to: Nick Lenox, Director of Parks & Recreation
E-mail: NLenox@Ankenyiowa.gov Phone Number: 515-963-3576

Date Printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	Topsoil, On-Site, 4" Depth	CY	277.00		277.00	$ 30.00	$ 8,310.00	138.50	$ 4,155.00		138.50	$ 4,155.00	138.50	50.00%
2.02	Excavation, Class 10	CY	97.00		97.00	$ 77.50	$ 7,517.50	97.00	$ 7,517.50		97.00	$ 7,517.50	0.00	100.00%
	WATER MAINS AND APPURTENANCES													
5.01	Drinking Fountain Connection, Installation & Sump Pit	LS	1.00		1.00	$ 7,000.00	$ 7,000.00	0.50	$ 3,500.00		0.50	$ 3,500.00	0.50	50.00%
	CONCRETE AND RELATED WORK													
7.01	Removal of Sidewalk	SY	12.00		12.00	$ 41.75	$ 501.00	7.10	$ 296.43		7.10	$ 296.43	4.90	59.17%
7.02	Sidewalk, PCC, 4-Inch, Non-Reinforced	SY	150.00		150.00	$ 151.00	$ 22,650.00	150.00	$ 22,650.00		150.00	$ 22,650.00	0.00	100.00%
7.03	Playground Pad, PCC, 4-Inch, Reinforced	SY	380.00		380.00	$ 78.00	$ 29,640.00	380.00	$ 29,640.00		380.00	$ 29,640.00	0.00	100.00%
7.04	Sidewalk Assurance Testing	LS	1.00		1.00	$ 650.00	$ 650.00	1.00	$ 650.00		1.00	$ 650.00	0.00	100.00%
7.05	Poured-In-Place Rubber Surfacing	SF	3,185.00		3,185.00	$ 19.00	$ 60,515.00		$ -		0.00	$ -	3,185.00	0.00%
7.06	Playground Equipment and Footing	LS	1.00		1.00	$ 45,000.00	$ 45,000.00		$ -		0.00	$ -	1.00	0.00%
	TRAFFIC CONTROL													
8.01	Traffic Control	LS	1.00		1.00	$ 1,500.00	$ 1,500.00	0.50	$ 750.00		0.50	$ 750.00	0.50	50.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding, Type 1 (Pernanent Lawn Mixture)	AC	0.50		0.50	$ 8,500.00	$ 4,250.00		$ -		0.00	$ -	0.50	0.00%
9.02	Trees, Deciduous, 2" Caliper	EA	5.00		5.00	$ 800.00	$ 4,000.00		$ -		0.00	$ -	5.00	0.00%
9.03	Temporary RECP, Type 2 D (Short-term	SY	125.00		125.00	$ 7.50	$ 937.50		$ -		0.00	$ -	125.00	0.00%
9.04	Wattles, 9-Inch Dia.	LF	260.00		260.00	$ 4.25	$ 1,105.00		$ -		0.00	$ -	260.00	0.00%
9.05	Wattles, 9-Inch Dia., Removal	LF	260.00		260.00	$ 2.25	$ 585.00		$ -		0.00	$ -	260.00	0.00%
9.06	Silt Fence	LF	383.00		383.00	$ 4.25	$ 1,627.75	383.00	$ 1,627.75		383.00	$ 1,627.75	0.00	100.00%
9.07	Silt Fence, Removal	LF	383.00		383.00	$ 2.25	$ 861.75		$ -		0.00	$ -	383.00	0.00%
9.08	Stabilized Construction Entrance	SY	85.00		85.00	$ 35.00	$ 2,975.00		$ -		0.00	$ -	85.00	0.00%
9.09	Erosion Control Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	1.00		1.00	$ 3,000.00	$ 3,000.00		$ -		0.00	$ -	1.00	0.00%
9.10	Inlet Protection Device, Drop-In	EA	2.00		2.00	$ 200.00	$ 400.00		$ -		0.00	$ -	2.00	0.00%
9.11	Inlet Protection Device, Maintenance	EA	3.00		3.00	$ 55.00	$ 165.00		$ -		0.00	$ -	3.00	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 14,250.00	$ 14,250.00	0.50	$ 7,125.00		0.50	$ 7,125.00	0.50	50.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 750.00	$ 750.00	1.00	$ 750.00		1.00	$ 750.00	0.00	100.00%
	ADD-ALTERNATE & CHANGE ORDER ITEMS													
12.01	Shelter Pad, PCC, 5-Inch, Reinforced	SY	72.00		72.00	$ 130.00	$ 9,360.00	72.00	$ 9,360.00		72.00	$ 9,360.00	0.00	100.00%
12.02	Shelter and Footings	LS	1.00		1.00	$ 47,500.00	$ 47,500.00		$ -		0.00	$ -	1.00	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 = $ 275,050.50 PAY PERIOD = $ 88,021.68 COMPLETED = $ 88,021.68 32.00%

Date printed 9/7/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #20 in the amount of $20,060.96 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.

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 #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NE 36th Street Reconstruction I-35 to NE Four Mile Drive		
Contractor:	HR Green, Inc.		
Address:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131		
Finance Budget Code:	896.3896.4210	***Finance Project #***	896.4210
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	April 5, 2021	***Vendor #***	5531

Date of Council Meeting: September 18, 2023 **PAYMENT REQUEST #** 20

PAYMENT PERIOD: From: May 27, 2023 Through: July 28, 2023

Contract Summary

Original Contract Amount:	$ 206,500.00		
Net change by Change Orders:	$ 817,900.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,024,400.00	
Total completed and stored to date:	$ 1,024,099.24		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 1,024,099.24	
Less previous applications for payment:		$ 1,004,038.28	
SUBTOTAL			$ 20,060.96
OTHER CHARGES (Attach an itemized list)			
CURRENT PAYMENT DUE			$ 20,060.96
Balance to finish, including retainage:		$ 300.76	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.

Firm Name

Signature August 25, 2023

Date

City of Ankeny Staff Approval:

Signature 8/25/2023

Date

Submit to: *Amy Quartell, PE, City Engineer*

E-mail: aquartell@ankenyiowa.gov *Phone:* *(515) 965-6448* *Fax:* *(515) 965-6448*

Date Printed: 8/25/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 17, 2021	$ 17,924.10
2	July 19, 2021	$ 50,683.86
3	August 16, 2021	$ 16,218.75
4	September 20, 2021	$ 32,991.50
5	November 1, 2021	$ 69,694.72
6	December 20, 2021	$ 176,402.47
7	February 7, 2022	$ 71,838.02
8	March 7, 2022	$ 41,650.56
9	May 2, 2022	$ 153,782.31
10	June 6, 2022	$ 24,295.65
11	August 15, 2022	$ 18.06
12	August 1, 2022	$ 90,425.37
13	October 3, 2022	$ 68,305.36
14	November 7, 2022	$ 44,786.13
15	January 3, 2023	$ 81,050.64
16	March 20, 2023	$ 26,469.25
17	May 15, 2023	$ 4,721.35
18	June 5, 2023	$ 7,776.23
19	June 19, 2023	$ 25,003.95
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 1,004,038.28

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Please update Payment Application Sheet

Contract Time Remaining

	Working Days
Contract Period:	
Construction Start Date:	
Contract Working Days:	
Added by Change Order:	
Total Working Days:	0.0
Working Days Used to Date:	
Working Days Remaining:	**0.0**

Date Printed: 8/25/2023

HRGreen

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

HRGREEN.COM

August 25, 2023

Amy Quartell, PE
City Engineer
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA – (CE&I) NE 36th Street Reconstruction
HRG Project No. 210361
Original Contract date: April 5, 2021
Amendment Contract date: June 6, 2022

Dear Amy:

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 #	166228
Period covered by invoice	5/27/23 - 7/28/23
Amount this invoice	$20,060.96
Total billings to date, including this invoice	$368,599.24
Contract maximum fee	$368,900
% of Contract billed to date	99.92%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Project visits and reviews by Engineer
- Project management

Comments:

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.

HRGreen®

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

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

August 24, 2023
Project No: 210361
Invoice No: 166228
Invoice Total: $20,060.96

Project 210361 Ankeny, IA - (CE&I) NE 36th Street Reconstruction

Professional Services Through July 28, 2023

Professional Personnel

	Hours	Amount	
Senior Professional	13.00	2,860.00	
Professional	7.00	1,225.00	
Field Personnel	74.00	8,510.00	
Corporate Admin	1.50	190.50	
Totals	95.50	12,785.50	
Total Labor			**12,785.50**

Consultants

Nilles Associates				
7/10/2023	Nilles Associates	Construction Survey	4,693.15	
Terracon Consultants, Inc.				
6/16/2023	Terracon Consultants, Inc.	Material Testing	2,172.93	
	Total Consultants		**6,866.08**	**6,866.08**

Unit Charges

Mileage 0.625		409.38	
Total Unit Charges		**409.38**	**409.38**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	20,060.96	348,538.28	368,599.24	
Limit			368,900.00	
Remaining			300.76	
		Total this Invoice		**$20,060.96**

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

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of $14,444.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NW Irvinedale Drive & NW 18th Street Intersection Improvements		
Contractor:	HR Green, Inc.		
Address:	5525 Merle Hay Road, Suite,200, Johnston, IA 50131		
Finance Budget Code:	922.3922.4210	**Finance Project #:**	922.4210
Vendor Project #:	220196	**Purchase Order #:**	NA
Original Contract Date:	March 20, 2023	**Vendor Account #:**	5531

Date of Council Meeting: September 18, 2023 **Payment Application #:** 5

Payment Period: From: July 1, 2023 Through: July 28, 2023

Contract Summary:

Original Contract Amount:	$ 107,920.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 107,920.00	
Total Completed and Stored to Date:	$ 54,693.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 54,693.50	
Less Previous Applications for Payment:		$ 40,249.00	
SUBTOTAL:			$ 14,444.50
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 14,444.50**
Balance to Finish, Including Retainage:		$ 53,226.50	
Contract Time Remaining:	- Working Days		

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

Construction Contractor Approval: NA
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.
Firm Name

Signature August 30, 2023
Date

City of Ankeny Staff Approval:

Leslie Hart 8/30/23
Signature Date

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: lhart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 8/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT & ADMINISTRATION													
	Engineering	EA	1.00		1.00	$ 832.00	$ 832.00	1.00	$ 832.00		1.00	$ 832.00	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 479.50	$ 479.50	1.00	$ 479.50		1.00	$ 479.50	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 821.75	$ 821.75	1.00	$ 821.75		1.00	$ 821.75	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 1,165.75	$ 1,165.75	1.00	$ 1,165.75		1.00	$ 1,165.75	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 1,419.50	$ 1,419.50	1.00	$ 1,419.50		1.00	$ 1,419.50	0.00	100.00%
2.00	TRAFFIC ANAYLSIS													
	Engineering	EA	1.00		1.00	$ 980.00	$ 980.00	1.00	$ 980.00		1.00	$ 980.00	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 4,247.50	$ 4,247.50	1.00	$ 4,247.50		1.00	$ 4,247.50	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 8,855.00	$ 8,855.00	1.00	$ 8,855.00		1.00	$ 8,855.00	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 6,055.00	$ 6,055.00	1.00	$ 6,055.00		1.00	$ 6,055.00	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 1,410.00	$ 1,410.00	1.00	$ 1,410.00		1.00	$ 1,410.00	0.00	100.00%
3.00	CONCEPT DESIGN													
	Engineering	EA	1.00		1.00	$ 5,313.75	$ 5,313.75	1.00	$ 5,313.75		1.00	$ 5,313.75	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 11,615.00	$ 11,615.00	1.00	$ 11,615.00		1.00	$ 11,615.00	0.00	100.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
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					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
4.00	SURVEY & MAPPING													
	Engineering	EA	1.00		1.00	$ 57.50	$ 57.50	1.00	$ 57.50		1.00	$ 57.50	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 8,968.75	$ 8,968.75	1.00	$ 8,968.75		1.00	$ 8,968.75	0.00	100.00%
	Engineering	EA	1.00		1.00	$ 2,472.50	$ 2,472.50	1.00	$ 2,472.50		1.00	$ 2,472.50	0.00	100.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
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					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 = $ 54,693.50** **PAY PERIOD = $ 54,693.50** **COMPLETED = $ 54,693.50** **100.00%**

Date printed: 8/30/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	$ 1,812.00
2	June 5, 2023	$ 4,784.50
3	July 17, 2023	$ 18,645.50
4	August 7, 2023	$ 15,007.00
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 40,249.00

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**

Date Printed: 8/30/2023

HRGreen

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

HRGREEN.COM

August 30, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
HRG Project No. 220196
Contract date: March 20, 2023

Dear Leslie:

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 #	165604
Period covered by invoice	7/1/23 – 7/28/23
Amount this invoice	$14,444.50
Total billings to date, including this invoice	$54,693.50
Contract maximum fee	$107,920.00
% of Contract billed to date	50.68%

Summary of services during this billing period:

- Project Management & Admin
- Traffic Report
- Concept Design
- Submittal of Draft Traffic Report and Exhibits

Comments:

Feel free to contact me if you have any questions about the attached invoice, or about the progress of the project.

Best regards,

HR GREEN, INC.

Brian Willham, P.E.

HRGreen

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

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

August 10, 2023
Project No: 220196
Invoice No: 165604
Invoice Total: $14,444.50

Project 220196 Ankeny, IA - NW Irvinedale Drive and NW 18th Street Intersection
NW Irvinedale Drive and NW 18th Street Intersection Improvements

Professional Services Through July 28, 2023

Phase 1.0 Project Management and Administration
Professional Personnel

	Hours	Amount	
Senior Professional	5.50	1,292.50	
Corporate Admin	1.00	127.00	
Totals	6.50	1,419.50	
Total Labor			**1,419.50**
		Total this Phase	**$1,419.50**

Phase 2.0 Traffic Analysis
Professional Personnel

	Hours	Amount	
Senior Professional	6.00	1,410.00	
Totals	6.00	1,410.00	
Total Labor			**1,410.00**
		Total this Phase	**$1,410.00**

Phase 3.0 Concept Design
Professional Personnel

	Hours	Amount	
Professional	34.00	5,895.00	
Junior Professional	44.00	5,720.00	
Totals	78.00	11,615.00	
Total Labor			**11,615.00**
		Total this Phase	**$11,615.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	14,444.50	40,249.00	54,693.50	
Limit			107,920.00	
Remaining			53,226.50	
			Total this Invoice	**$14,444.50**

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

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #9 in the amount of $40,890.60 to HR Green, Inc., for construction engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.

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 #9

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements		
Contractor:	HR Green, Inc.		
Address:	5525 Merle Hay Road, Suite 200 Johnston, IA 50131		
Finance Budget Code:	998.3998.4210	**Finance Project #:**	998.421
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	February 7, 2022	**Vendor Account #:**	5513

Date of Council Meeting: September 18, 2023 **Payment Application #:** 9

Payment Period: From: May 27, 2023 Through: July 28, 2023

Contract Summary:

Original Contract Amount:	$ 355,700.00			
Net Change by Change Orders:	$ 473,813.00			
Contract Amount to Date: (line 1 ± 2)		$ 829,513.00		
Total Completed and Stored to Date:	$ 415,144.24			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 415,144.24		
Less Previous Applications for Payment:		$ 374,253.64		
SUBTOTAL:			$	40,890.60
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**40,890.60**
Balance to Finish, Including Retainage:		$ 414,368.76		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.
Firm Name

Signature August 25, 2023
Date

City of Ankeny Staff Approval:

Signature 8/29/2023
Date

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

Date Printed: 8/25/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	4/1822	$ 45,993.75
2	June 6, 2022	$ 69,475.00
3	August 15, 2022	$ 59,151.51
4	October 3, 2022	$ 36,117.50
5	October 17, 2022	$ 65,290.75
6	November 7, 2022	$ 66,482.50
7	January 3, 2023	$ 29,525.63
8	August 7, 2023	$ 2,217.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 374,253.64

Record of Change Orders:

No.	Date	Amount
1	July 5, 2022	$ 16,500.00
2	May 15, 2023	$ 457,313.00
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CHANGE ORDER TOTAL = $ 473,813.00

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**

Date Printed: 8/25/2023

HRGreen

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

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

August 24, 2023
Project No: 210345.02
Invoice No: 166227
Invoice Total: $40,890.60

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street
Professional Services Through July 28, 2023

Phase 11.0 Construction Phase Services

Professional Personnel

	Hours	Amount	
Senior Professional	32.50	7,152.50	
Professional	14.25	2,887.50	
Field Personnel	240.00	27,440.00	
Corporate Admin	5.50	698.50	
Totals	292.25	38,178.50	
Total Labor			**38,178.50**

Consultants

Terracon Consultants, Inc.

7/27/2023	Terracon Consultants, Inc.	Materials Testing	1,569.04	
	Total Consultants		**1,569.04**	**1,569.04**

Unit Charges

Mileage 0.625	1,021.88	
Mileage 0.655	121.18	
Total Unit Charges	**1,143.06**	**1,143.06**
Total this Phase		**$40,890.60**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	40,890.60	2,217.00	43,107.60
Limit			443,313.00
Remaining			400,205.40

Total this Invoice **$40,890.60**

Billings to Date

	Current	Prior	Total
Labor	38,178.50	2,217.00	40,395.50
Subconsultants	1,569.04	0.00	1,569.04
Other Charges	1,143.06	0.00	1,143.06
Totals	**40,890.60**	**2,217.00**	**43,107.60**

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

HRGreen

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

HRGREEN.COM

August 25, 2023

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 - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
HRG Project No. 210345.02
Contract date: March 6, 2023

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 #	166227
Period covered by invoice	5/27/23 – 7/28/23
Amount this invoice	$40,890.60
Total billings to date, including this invoice	$415,144.24
Contract maximum fee	$829,513.00
% of Contract billed to date	50%

Summary of services during this billing period:

- On-Site Representative
- Reviewed and approved submittals
- Provided coordination and design support for inquiries and modifications
- Project visits and reviews by Engineer
- Project management

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.

Tony Babcock, P.E.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $148,592.38 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: September 18, 2023 **Payment Application #:** 2

Payment Period: From: August 12, 2023 Through: August 31, 2023

Contract Summary:

Original Contract Amount:	$ 2,000,000.00		
Net Change by Change Orders:	$ 7,500.00		
Contract Amount to Date: (line 1 ± 2)		$ 2,007,500.00	
Total Completed to Date:	$ 333,667.00		
Retainage: 5 % of Completed Work:	$ 16,683.35		
Total Earned Less Retainage:		$ 316,983.65	
Less Previous Applications for Payment:		$ 635,203.02	
SUBTOTAL:			(318,219.37)
OTHER CHARGES: STORED MATERIALS			466,811.75
CURRENT PAYMENT DUE:			**$ 148,592.38**
Balance to Finish, Including Retainage:		$ 1,223,704.60	
Contract Time Remaining:	14	96.00 Working Days	

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

Construction Contractor Approval: J&K Contracting
Firm Name

Signature — Date: 9/6/23

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

Blair A. Spotts
Digitally signed by Blair A. Spotts
DN: CN=Blair A. Spotts, OU=Active User Accounts, OU=Members, DC=foth, DC=dom
Date: 2023.09.07 14:29:07-05'00'
Signature — Date: 9/7/2023

City of Ankeny Staff Approval:

Donald Clark
Signature — Date: 9/8/23

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

Date Printed: 9/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	August 11, 2023	$ 635,203.02
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 635,203.02

Record of Change Orders:

No.	Date	Amount
1	August 31, 2023	$ 7,500.00
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CHANGE ORDER TOTAL = $ 7,500.00

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	110.0
Added by Change Order:	
Total Working Days:	110.0
Working Days Used to Date:	14.0
Working Days Remaining:	96.0

Full Completion:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.1	CLEARING AND GRUBBING	ACRE	3.70	0.00	3.70	$ 9,000.00	$ 33,300.00		$ -		3.70	$ 33,300.00	0.00	100.00%
	SEWERS AND DRAINS													
4.1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260.00	0.00	1,260.00	$ 250.00	$ 315,000.00		$ -		776.00	$ 194,000.00	484.00	61.59%
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172.00	0.00	1,172.00	$ 950.00	$ 1,113,400.00		$ -		0.00	$ -	1,172.00	0.00%
4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN	LF	110.00	0.00	110.00	$ 2,000.00	$ 220,000.00		$ -		0.00	$ -	110.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.1	MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9.00	0.00	9.00	$ 14,500.00	$ 130,500.00	0.00	$ -		2.40	$ 34,800.00	6.60	26.67%
6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00	0.00	1.00	$ 8,000.00	$ 8,000.00		$ -		1.00	$ 8,000.00	0.00	100.00%
	TRAFFIC CONTROL													
8.1	TRAFFIC CONTROL	LS	1.00	0.00	1.00	$ 5,000.00	$ 5,000.00		$ -		0.00	$ -	1.00	0.00%
	SITE WORK AND LANDSCAPING													
9.1	CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.90	0.00	2.90	$ 1,500.00	$ 4,350.00		$ -		0.00	$ -	2.90	0.00%
9.2	WETLAND SEEDING	ACRE	0.80	0.00	0.80	$ 4,000.00	$ 3,200.00		$ -		0.00	$ -	0.80	0.00%
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.70	0.00	3.70	$ 700.00	$ 2,590.00		$ -		0.00	$ -	3.70	0.00%
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	7.40	0.00	7.40	$ 5,000.00	$ 37,000.00		$ -		0.00	$ -	7.40	0.00%
9.5	FILTER SOCK, INSTALLATION	LF	2,000.00	0.00	2,000.00	$ 2.00	$ 4,000.00		$ -		125.00	$ 250.00	1,875.00	6.25%
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000.00	0.00	2,000.00	$ 0.25	$ 500.00		$ -		0.00	$ -	2,000.00	0.00%
9.7	SILT FENCE, INSTALLATION	LF	3,000.00	0.00	3,000.00	$ 2.00	$ 6,000.00		$ -		1,056.00	$ 2,112.00	1,944.00	35.20%
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3,000.00	0.00	3,000.00	$ 0.25	$ 750.00		$ -		0.00	$ -	3,000.00	0.00%
9.9	SURFACE RESTORATION HAUL ROUTES	LS	1.00	0.00	1.00	$ 9,000.00	$ 9,000.00		$ -		0.00	$ -	1.00	0.00%
	8/11/2023 635203.02													
11.1	MOBILIZATION	LS	1.00	0.00	1.00	$ 107,410.00	$ 107,410.00		$ -		0.50	$ 53,705.00	0.50	50.00%
	CHANGE ORDER ITEMS													
12.1	CLEARING AND GRUBBING FOR BORE PIT	LS	0.00	1.00	1.00	$ 7,500.00	$ 7,500.00	1.00	$ 7,500.00		1.00	$ 7,500.00	0.00	100.00%
12.0					0.00		$ -		$ -			$ -	0.00	0.00%
12.0					0.00		$ -		$ -			$ -	0.00	0.00%
12.0					0.00		$ -		$ -			$ -	0.00	0.00%
12.1					0.00		$ -		$ -	14.00		$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $2,007,500.00 PAY PERIOD = $ 7,500.00 COMPLETED = $ 333,667.00 16.62%

Date printed: 9/6/2023

MATERIALS STORED SUMMARY

Description	Unit	Total Units	Unit Price	Ext. Cost
MANHOLE, SANITARY SEWER, SW-301, 60 IN.	LS	0.733	$ 35,744.00	$ 26,200.35
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	0	$ 129.25	$ -
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1172	$ 375.95	$ 440,611.40
		SUBTOTAL		**$ 466,811.75**

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of $17,664.05 to JEO Consulting Group, Inc. for construction engineering 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 #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SE 3rd Street Improvements - Phase 1		
Contractor:	JEO Consulting Group, Inc.		
Address:	1615 SW Main Street, Suite 205, Ankeny, IA		
Finance Budget Code:	42% - 658.3658.4210 58% - 695.3695.4210	**Finance Project #**	42% - 658.4210 58% - 695.4210
Vendor Project or Invoice #:	200170.01	**PO #**	
Original Contract Date:	December 7, 2020	**Vendor #**	7827

Date of Council Meeting: September 18, 2023 **PAYMENT REQUEST #** 24

PAYMENT PERIOD: From: July 8, 2023 Through: August 18, 2023

Contract Summary

Original Contract Amount:	$ 129,560.00			
Net change by Change Orders:	$ 211,460.00			
Contract Amount to Date: (line 1 ± 2)		$ 341,020.00		
Total completed and stored to date:	$ 339,258.75			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 339,258.75		
Less previous applications for payment:		$ ~~321,595.00~~	321,594.70	
SUBTOTAL			$ ~~17,663.75~~	17,664.05
OTHER CHARGES (Attach an itemized list)			$ -	
CURRENT PAYMENT DUE			$ ~~17,663.75~~	17,664.05
Balance to finish, including retainage:		$ 1,761.25		
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: JEO Consulting Group, Inc.

Firm Name

M. Mitchell 8/29/2023

Signature Date

City of Ankeny Staff Approval:

Becky Ford 09/11/2023

Signature Date

Submit to: *Becky Ford, PE, CFM - Stormwater and Environmetal Manager*

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

Date Printed: 8/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	$ 8,827.50
2	March 1, 2021	$ 27,042.50
3	April 5, 2021	$ 13,045.00
4	May 3, 2021	$ 18,691.25
5	June 7, 2021	$ 6,117.50
6	August 2, 2021	$ 31,245.00
7	September 7, 2021	$ 16,212.50
8	October 4, 2021	$ 12,552.50
9	November 1, 2021	$ 4,171.25
10	March 7, 2022	$ 3,540.00
11	May 2, 2022	$ 19,070.00
12	June 6, 2022	$ 2,417.50
13	July 5, 2022	$ 12,187.50
14	August 1, 2022	$ 19,825.00
15	September 6, 2022	$ 23,732.50
16	October 3, 2022	$ 30,227.50
17	November 7, 2022	$ 24,341.25
18	December 19, 2022	$ 18,380.00
19	January 3, 2023	$ 6,223.75
20	April 3, 2023	$ 16,465.00
21	June 5, 2023	$ 3,133.75
22	July 3, 2023	$ 2,348.75
23	August 7, 2023	$ 1,797.50
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ ~~321,595.00~~

321,594.70

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	$ 11,885.00
2	March 7, 2022	$ 166,120.00
3	February 20, 2023	$ 16,465.00
4	August 7, 2023	$ 16,990.00
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CHANGE ORDER TOTAL = $ 211,460.00

Contract Time Remaining

	Working Days
Contract Period:	
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	**0.0**

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

August 29, 2023

Becky Ford
Stormwater and Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 24
JEO Project No. 200170.01

Becky,

This is the twenty-fourth progress report for the above referenced project and covers work through August 18, 2023. Work during the specified timeframe includes Contractor coordination, Resident Project Representative, and construction staking.

In addition to the invoiced amount, we have incurred $24,907.50 in additional inspection expenses through August 18th. We will continue to track this separately as the project continues.

We are 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,

Michael Mitchell, PE
Transportation Senior Engineer

Enclosures

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of $3,525.00 to JEO Consulting Group, Inc., for construction engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SE Delaware Avenue HMA Widening		
Contractor:	JEO Consulting Group, Inc.		
Address:	1615 SW Main Street, Suite 205, Ankeny, IA		
Finance Budget Code:	993.3993.4210	***Finance Project #***	993.4210
Vendor Project or Invoice #:	201512.00	***PO #***	N/A
Original Contract Date:	April 19, 2021	***Vendor #***	7827

Date of Council Meeting: September 18, 2023 **PAYMENT REQUEST #** 21

PAYMENT PERIOD: From: July 8, 2023 Through: August 18, 2023

Contract Summary

Original Contract Amount:	$ 97,750.00			
Net change by Change Orders:	$ 128,510.00			
Contract Amount to Date: (line 1 ± 2)		$ 226,260.00		
Total completed and stored to date:	$ 224,694.13			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 224,694.13		
Less previous applications for payment:		$ 221,169.13		
SUBTOTAL			$	3,525.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,525.00
Balance to finish, including retainage:		$ 1565.87 -		
Contract Time Remaining (If applicable)	-	Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature 8/29/2023

Date

City of Ankeny Staff Approval:

Signature 9/8/2023

Date

Submit to: *Jim Haberichter - Civil Engineer II*

E-mail: jhaberichter@Ankenylowa.gov *Phone:* *(515) 963-3537* *Fax:* *(515) 963-3535*

Date Printed: 8/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	$ 4,361.25
2	July 6, 2021	$ 5,788.75
3	August 2, 2021	$ 28,591.25
4	September 7, 2021	$ 28,883.75
5	October 4, 2021	$ 15,606.25
6	November 1, 2021	$ 11,733.75
7	March 7, 2022	$ 24,167.88
8	April 4, 2022	$ 2,690.00
9	May 2, 2022	$ 2,466.25
10	June 6, 2022	$ 5,796.25
11	July 5, 2022	$ 4,646.25
12	August 1, 2022	$ 1,880.00
13	September 6, 2022	$ 1,813.75
14	October 3, 2022	$ 8,886.25
15	November 7, 2022	$ 13,566.25
16	November 21, 2022	$ 30,205.00
17	January 3, 2023	$ 15,372.50
18	February 6, 2023	$ 2,828.75
19	May 1, 2023	$ 1,987.50
20	August 7, 2023	$ 9,897.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 221,169.13

Record of Change Orders

No.	Date	Amount
1	January 3, 2022	$ 24,595.00
2	March 21, 2022	$ 95,200.00
3	August 7, 2023	$ 8,715.00
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CHANGE ORDER TOTAL = $ 128,510.00

Contract Time Remaining

	Working Days
Contract Period:	
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	**0.0**

Date Printed: 8/29/2023

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

August 28, 2023
Project No: R201512.00
Invoice No: 143866
Invoice Amount: 3,525.00

Jim Haberichter
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Daniel Sturm

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through August 18, 2023

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$17,050.00		$17,050.00	$17,050.00	0.00
Environmental Services	$2,000.00		$1,930.00	$1,930.00	0.00
Preliminary Design	$43,610.00		$43,591.25	$43,591.25	0.00
Final Design	$28,950.00		$28,950.00	$28,950.00	0.00
Public Information Meeting	$3,450.00		$3,443.75	$3,443.75	0.00
Bidding Phase Services	$2,690.00		$2,690.00	$2,690.00	0.00
Construction Administration	$14,250.00		$14,250.00	$14,250.00	0.00
Construction Staking	$12,700.00		$12,700.00	$12,700.00	0.00
Resident Project Represntation	$62,500.00		$62,498.75	$62,498.75	0.00
Additional RPR	$8,715.00		$8,715.00	$8,715.00	0.00
Monument Preservation	$1,000.00		0.00	0.00	0.00
Post-Construction Services	$4,750.00		$4,707.50	$1,182.50	$3,525.00
Amendment No. 1-Acquisition Plats	$3,500.00		$3,500.00	$3,500.00	0.00
Amendment No. 1 - City Letting Design	$15,095.00		$15,095.00	$15,095.00	0.00
Reimbursables-Amendment No. 1-Utility Potholing	$6,000.00		$5,572.88	$5,572.88	0.00
Total	**$226,260.00**		**$224,694.13**	**$221,169.13**	**$3,525.00**

Total Amount Due Upon Receipt : $3,525.00

Email invoice to: jhaberichter@ankenyiowa.gov

Billing Backup

Monday, August 28, 2023

JEO Consulting Group, Inc. Invoice 143866 Dated 8/28/2023 4:03:24 PM

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Phase 735PC Post-Construction Services (survey)

Hours this Invoice

		Hours		Amount	
Field Construction Inspector	7/11/2023	2.75	110.00	302.50	
Field Construction Inspector	7/13/2023	5.00	110.00	550.00	
Field Construction Inspector	7/17/2023	4.00	110.00	440.00	
Field Construction Inspector	7/18/2023	2.50	110.00	275.00	
Field Construction Inspector	7/19/2023	2.00	110.00	220.00	
Field Construction Inspector	7/20/2023	5.00	110.00	550.00	
Field Construction Inspector	7/24/2023	4.00	110.00	440.00	
Survey CADD Technician	7/19/2023	1.50	110.00	165.00	
Survey Senior Project Manager	8/10/2023	.50	175.00	87.50	
Senior Bridge Engineer	7/11/2023	.50	165.00	82.50	
Senior Bridge Engineer	7/12/2023	1.00	165.00	165.00	
Totals		28.75		3,277.50	
Total Labor					**3,277.50**

Total this Phase **$3,277.50**

Phase 736PC Post-Construction Services (Transportation)

Hours this Invoice

		Hours		Amount	
Field Construction Inspector	7/25/2023	2.25	110.00	247.50	
Totals		2.25		247.50	
Total Labor					**247.50**

Total this Phase **$247.50**

Total this Project **$3,525.00**

Total this Report **$3,525.00**

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

August 29, 2023

Jim Haberichter
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE Delaware Avenue HMA Widening
Progress Report No. 21
JEO Project No. 201512.00

Jim,

This is the twenty-first and final progress report for the above referenced project and covers work through August 18, 2023. Work during the specified timeframe includes coordination and project close-out tasks. The total billed amount on this project will end up being $1,565.87 less than the contract amount. This is due to Monument Preservation not being necessary and miscellaneous cost underruns on other tasks.

JEO enjoyed working with the City of Ankeny on this project and looks forward to the next opportunity to do so. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Michael Mitchell, PE
Transportation Senior Engineer

Enclosures

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of $68,843.39 to McClure Engineering Company, for construction engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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: 09/18/2023 **PAYMENT REQUEST #** 17

PAYMENT PERIOD: From: July 29, 2023 Through: August 26, 2023

Contract Summary

Original Contract Amount:	$ 385,000.00			
Net change by Change Orders:	$ 395,300.00			
Contract Amount to Date: (line 1 ± 2)		$ 780,300.00		
Total completed and stored to date:	$ 746,418.09			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 746,418.09		
Less previous applications for payment:		$ 677,574.70		
SUBTOTAL			$	68,843.39
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	68,843.39
Balance to finish, including retainage:		$ 33,881.91		
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

Scott Porn

Signature September 1, 2023

Date

City of Ankeny Staff Approval:

Jim Haberichter

Signature 9/7/2023

Date

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

E-mail: JHaberichter@Ankenylowa.gov *Phone:* *(515) 963-3536* *Fax:* *(515) 963-3537*

Date Printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	$ 75,028.75
2	May 16, 2022	$ 70,068.80
3	June 20, 2022	$ 12,000.00
4	June 18, 2022	$ 25,675.21
5	August 15, 2022	$ 28,367.75
6	September 19, 2022	$ 38,946.51
7	October 17, 2022	$ 38,657.50
8	November 21, 2022	$ 91,841.25
9	December 19, 2022	$ 2,900.00
10	January 17, 2023	$ 1,514.23
11	March 20, 2023	$ 55,396.27
12	May 1, 2023	$ 33,864.41
13	May 15, 2023	$ 32,390.44
14	June 19, 2023	$ 39,874.11
15	July 17, 2023	$ 67,406.96
16	August 21, 2023	$ 63,642.51
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 677,574.70

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	$ 395,300.00
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CHANGE ORDER TOTAL = $ 395,300.00

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**

Date Printed: 9/1/2023

McCLURE™

1360 NW 121st Street
Clive, IA 50325

Jim Haberichter
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

August 31, 2023
Project No: 0000211008-010
Invoice No: 147548
Due Date: September 30, 2023

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

Professional Services from July 30, 2023 to August 26, 2023

Phase 600 Construction Administration

Task 601 Construction Administration

	Hours	Rate	Amount	
Project Manager I	1.00	185.00	185.00	
Project Manager III	18.00	230.00	4,140.00	
Project Coordinator	.50	135.00	67.50	
Engineer III	81.50	185.00	15,077.50	
Totals	101.00		19,470.00	
Total Labor				**19,470.00**

Mileage (.655/.50 p/mile) **11.80**

Total this Task **$19,481.80**

Total this Phase **$19,481.80**

Phase 650 Onsite Project Representative

	Hours	Rate	Amount	
Engineer I	186.75	125.00	23,343.75	
Intern	38.50	75.00	2,887.50	
On-Site Representative II	45.00	155.00	6,975.00	
Totals	270.25		33,206.25	
Total Labor				**33,206.25**
Reimbursable Expenses				
Mileage			121.89	
Total Reimbursables			**121.89**	**121.89**

Mileage (.655/.50 p/mile) **203.05**

Total this Phase **$33,531.19**

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	147548

Phase 700 Survey Services

Task 760 Construction Staking

	Hours	Rate	Amount	
Project Manager I	10.50	185.00	1,942.50	
Crew Chief	89.00	135.00	12,015.00	
Intern	21.00	75.00	1,575.00	
Totals	120.50		15,532.50	
Total Labor				**15,532.50**

Mileage (.90 p/mile) **297.90**

Total this Task **$15,830.40**

Total this Phase **$15,830.40**

Phase 950 Subconsultants and Fees

Total this Phase **0.00**

	Current	Prior	To-Date	
Total Billings	68,843.39	677,574.70	746,418.09	
Contract Limit (not-to-exceed)			780,300.00	
Contract Limit Remaining			33,881.91	
Total Due this Invoice				**$68,843.39**

September 6, 2023

McCLURE™

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. 17
MEC Project No. 211008-010

Dear Mr. Haberichter:

This is the seventeenth progress report for the above referenced project and covers work through August 26, 2023. Work related to this project through this period includes construction staking, shop drawing review, sewer video reviews, revisions to plans per adjustments necessary for site opening, utility coordination, construction observation, construction meetings, walk through and punch list developments, and construction administration.

Elder Corporation has completed approximately 87.2% of the project contract while using 106 of 131 working days (80.9%). Elder has opened Sites A and C to vehicle traffic. Elder is expected to finish Site B roadway and sidewalk paving over the next few weeks. It is expected to have the project corridor open to all pedestrian and vehicle traffic on or before September 23, 2023 with minor grading and erosion control left to be completed.

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 Port

Scott E. Port, P.E.
Project Manager

Enclosures

335 SE Oralabor Road, Ankeny, Iowa 50021
P 515.512.1361 | mcclurevision.com

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of $3,724.00 to McClure Engineering Company, for construction 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 #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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: September 18, 2023 **PAYMENT REQUEST #** 13

PAYMENT PERIOD: From: July 30, 2023 Through: August 26, 2023

Contract Summary

Original Contract Amount:	$ 102,600.00			
Net change by Change Orders:	$ 47,450.00			
Contract Amount to Date: (line 1 ± 2)		$ 150,050.00		
Total completed and stored to date:	$ 143,376.09			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 143,376.09		
Less previous applications for payment:		$ 139,652.09		
SUBTOTAL			$	3,724.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,724.00
Balance to finish, including retainage:		$ 6,673.91		
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 1, 2023

Date

City of Ankeny Staff Approval:

Signature 9/1/2023

Date

Submit to: *Matt Grgurich, - Civil Engineer I*

E-mail: MGrgurich@Ankenylowa.gov *Phone:* *(515) 963-3549* *Fax:* *(515) 963-3537*

Date Printed: 9/1/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	$ 7,553.00
2	September 19, 2022	$ 13,860.00
3	October 17, 2022	$ 23,008.75
4	November 21, 2022	$ 21,080.25
5	December 19, 2022	$ 26,760.50
6	January 17, 2023	$ 9,948.05
7	February 20, 2023	$ 389.45
8	April 17, 2023	$ 25,060.50
9	May 15, 2023	$ 835.00
10	June 19, 2023	$ 4,132.50
11	July 17, 2023	$ 5,941.09
12	August 21, 2023	$ 1,083.00
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 139,652.09

Record of Change Orders

No.	Date	Amount
1	March 6, 2023	$ 47,450.00
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CHANGE ORDER TOTAL = $ 47,450.00

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

Date Printed: 9/1/2023

September 1, 2023

McCLURE™

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. 13
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the thirteenth progress report for the above referenced project and covers work through August 26, 2023. Work related to this project through this period includes project administration, responding to design questions, and construction staking.

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,

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures

335 SE Oralabor Road, Ankeny, Iowa 50021
P 515.512.1361 | mcclurevision.com

McCLURE™

1360 NW 121st Street
Clive, IA 50325

Matt Grgurich
City of Ankeny, IA
410 West 1st Street
Ankeny, IA 50023

August 31, 2023
Project No: 2022000919-000
Invoice No: 147563
Due Date: September 30, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes

Professional Services from July 30, 2023 to August 26, 2023

Phase 600 Construction Administration

		Hours	Rate	Amount	
Engineer III		1.00	185.00	185.00	
	Totals	1.00		185.00	
	Total Labor				**185.00**
			Total this Phase		**$185.00**

Phase 700 Survey Services

		Hours	Rate	Amount	
Project Manager I		4.50	185.00	832.50	
Crew Chief		11.50	135.00	1,552.50	
Intern		7.00	75.00	525.00	
	Totals	23.00		2,910.00	
	Total Labor				**2,910.00**

Mileage (.90 p/mile) **99.00**

Total this Phase **$3,009.00**

Phase 850 Project Management and Coordination

		Hours	Rate	Amount	
Project Coordinator		.50	135.00	67.50	
Engineer III		2.50	185.00	462.50	
	Totals	3.00		530.00	
	Total Labor				**530.00**
			Total this Phase		**$530.00**

	Current	Prior	To-Date
Total Billings	3,724.00	139,652.09	143,376.09
Contract Limit (not-to-exceed)			150,050.00

Project	2022000919-000	Ankeny SW State Street Reconstruction -	Invoice	147563
	Contract Limit Remaining		6,673.91	
		Total Due this Invoice		**$3,724.00**

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of $31,955.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Arranging it all together

Project Title: NE Crestmoor Sanitary Sewer Replacement
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA 50023
Finance Budget Code: 656.3656.4210 **Finance Project Code:** 656.4210
Vendor Project or Invoice #: 22017.05 **PO #**
Original Contract Date: March 21, 2022 **Vendor #** 3164

Date of Council Meeting September 18, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 07/01/23 through: 08/31/23

Contract Summary

Original Contract Amount:	$ 37,700.00		
Net change by Change Orders:	$ 85,440.00		
Contract Amount to Date: (line 1 ± 2)		$ 123,140.00	
Total completed and stored to date:	$ 117,417.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 117,417.50	
Less previous applications for payment:		$ 85,462.50	
SUBTOTAL			$ 31,955.00
OTHER CHARGES (Please attach an itemized list)			
CURRENT PAYMENT DUE			$ 31,955.00
Balance to finish, including retainage:		$ 5,722.50	
Contract Time Remaining (If applicable)	-		

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

Engineer/Consultant Approval: Nilles Associates, Inc.
Firm Name

Signature _____ Date 9/8/2023

City of Ankeny Staff Approval

Signature Donald Clark Date 9/8/23

Submit to: Don Clark, 220 West 1st Street, Ankeny, Iowa 50023
Email: DClark@Ankenyiowa.gov *Phone:* 515-963-3529 *Fax:*

Date Printed: 9/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date		Amount
1	9/6/2022	$	16,997.50
2	12/19/2022	$	17,240.00
3	6/5/2023	$	10,840.00
4	8/7/2023	$	40,385.00
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TOTAL $ 85,462.50

Record of Change Orders

#	Date		Amount
1	2/6/2023	$	85,440.00
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	TOTAL	$	85,440.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	March 21, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 9/8/2023

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
NILLES ASSOCIATES

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Ankeny
Attn: Don Clark
220 W. 1st Street
Ankeny, Iowa 50023

Invoice Date: 9/8/2023
Billing Period 07/01/23-08/31/23

Invoice No: 22017.05
Project No: 22017

Project: NE Crestmoor Sanitary Sewer Replacement

Basic Services:	**Hours**	**Rate**	**Amount**	**Current**
Engineer VII	33.5	$140.00	$4,690.00	
Engineer IV	38.0	$105.00	$3,990.00	
Engineer I	32.5	$75.00	$2,437.50	
Land Surveyor VI	5.5	$125.00	$687.50	
Technician VI	17.5	$95.00	$1,662.50	
Technician V	217.5	$85.00	$18,487.50	
		Subtotal:	$31,955.00	**$31,955.00**
		Previous Invoices:	$85,462.50	
		Total to Date:	$117,417.50	

Contract Amount: $ 123,140.00
Amount Remaining: $ 5,722.50

Total Due this Invoice: $31,955.00

Thank You for Your Business

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $37,777.25 to Nilles Associates, Inc., for engineering services on the Vintage Business Park North Lake and Saylor Creek Repairs project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: Vintage Business Park North Lake and Saylor Creek Repairs
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny IA 50023
Finance Budget Code: 680.3600.4210 **Finance Project #:** 680.4210
Vendor Project #: 23035 **Purchase Order #:**
Original Contract Date: August 7, 2023 **Vendor Account #:** 3164

Date of Council Meeting: September 18, 2023 **Payment Application #:** 1

Payment Period: From: August 7, 2023 Through: August 31, 2023

Contract Summary:

Original Contract Amount:	$ 94,900.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 94,900.00	
Total Completed and Stored to Date:	$ 37,777.25		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 37,777.25	
Less Previous Applications for Payment:		$ -	
SUBTOTAL:			$ 37,777.25
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 37,777.25**
Balance to Finish, Including Retainage:		$ 57,122.75	
Contract Time Remaining:	- Working Days		

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

Construction Contractor Approval: Nilles Associates, Inc.
Firm Name

Signature _____ Date 9/8/2023

Engineer / Consultant Approval:
Firm Name

Signature _____ Date _____

City of Ankeny Staff Approval:

Signature Becky Ford Date 09/11/2023

Submit to: Becky Ford
E-mail: BFord@Ankenylowa.gov Phone Number: 515-963-3526

Date Printed: 9/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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Previous Applications for Payment:

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PREVIOUS PAY APPS 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

Date Printed: 9/8/2023

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

City of Ankeny
Attn: Becky Ford
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 9/8/2023
Billing Period 08/07/23-08/31/23

Invoice No: 23035.01
Project No: 23035

Project: Vintage Business Park North Lake and Saylor Creek Repairs

Basic Services:	**Hours**	**Rate**	**Amount**	**Current**
Engineer VI	12.0	$171.00	$2,052.00	
Engineer V	17.5	$154.00	$2,695.00	
Technician VI	62.0	$131.00	$8,122.00	
Technician IV	144.0	$105.50	$15,192.00	
Technician III	76.5	$92.50	$7,076.25	
Technician II	33.0	$80.00	$2,640.00	
		Subtotal:	$37,777.25	**$37,777.25**
		Previous Invoices:	$0.00	
		Total to Date:	$37,777.25	

Contract Amount: $ 94,900.00
Amount Remaining: $ 57,122.75

Total Due this Invoice: $37,777.25

Thank You for Your Business

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of $213,542.42 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 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
Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	NW Northlawn Area Utility Improvements - Phase 2		
Contractor:	On Track Construction, LLC		
Address:	1435 W F Ave, Nevada, IA 50201		
Finance Budget Code:	610.3610.4450	**Finance Project #:**	610.445
650.3650.4452	963.3963.4451	650.4452	963.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	December 5, 2022	**Vendor Account #:**	9363

Date of Council Meeting: September 18, 2023 **Payment Application #:** 5

Payment Period: From: August 6, 2023 Through: September 2, 2023

Contract Summary:

Original Contract Amount:	$ 2,027,500.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 2,027,500.00		
Total Completed and Stored to Date:	$ 888,422.50			
Retainage 5 % of Completed Work:	$ 44,421.13			
Total Earned Less Retainage:		$ 844,001.37		
Less Previous Applications for Payment:		$ 630,458.95		
SUBTOTAL:			$	213,542.42
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			$	213,542.42
Balance to Finish, Including Retainage:		$ 1,183,498.63		
Contract Time Remaining:	61.00 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
Firm Name

Signature 9-6-23 Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature 9/6/2023 Date

Submit to: Matthew Grgurich - Civil Engineer II
E-mail: MGrgurich@Ankenyiowa.gov Phone Number: (515) 963-3549

Date Printed: 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	Clearing and Grubbing	LS	1.00		1.00	$ 15,000.00	$ 15,000.00		$ -	0.50	0.50	$ 7,500.00	0.50	50.00%
2.02	Topsoil, Off-site	CY	290.00		290.00	$ 30.00	$ 8,700.00		$ -		0.00	$ -	290.00	0.00%
2.03	Excavation, Class 10	CY	1,045.00		1,045.00	$ 25.00	$ 26,125.00	51.00	$ 1,275.00	418.00	469.00	$ 11,725.00	576.00	44.88%
2.04	Subdrade Preparation, 6" Depth	SY	4,620.00		4,620.00	$ 2.50	$ 11,550.00		$ -	2063.00	2,063.00	$ 5,157.50	2,557.00	44.65%
2.05	Subgrade Treatment, Geogrid, Triangular	SY	460.00		460.00	$ 6.00	$ 2,760.00	308.00	$ 1,848.00		308.00	$ 1,848.00	152.00	66.96%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	4,480.00		4,480.00	$ 14.00	$ 62,720.00	2,410.00	$ 33,740.00		2,410.00	$ 33,740.00	2,070.00	53.79%
2.07	Removal of Structure, Wood Shed, 10' X 6'	LS	1.00		1.00	$ 2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
2.08	Compaction Testing	LS	1.00		1.00	$ 3,500.00	$ 3,500.00		$ -	0.50	0.50	$ 1,750.00	0.50	50.00%
	TRENCH EXCAVATION AND BACKFILL													
3.01	Trench Compaction Testing	LS	1.00		1.00	$ 3,500.00	$ 3,500.00		$ -	0.50	0.50	$ 1,750.00	0.50	50.00%
	SEWERS AND DRAINS													
4.01	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter	LF	1,100.00		1,100.00	$ 155.00	$ 170,500.00		$ -	484.00	484.00	$ 71,920.00	636.00	42.18%
4.02	Sanitary Sewer, Service Stub, PVC, 4" Dameter	LF	430.00		430.00	$ 115.00	$ 49,450.00		$ -	200.00	200.00	$ 23,000.00	230.00	46.51%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	775.00		775.00	$ 27.00	$ 20,925.00		$ -	475.00	475.00	$ 12,825.00	300.00	61.29%
4.04	Sanitary Sewer Cleanout, Temporary (Type 1)	EA	2.00		2.00	$ 2,550.00	$ 5,100.00		$ -	1.00	1.00	$ 2,550.00	1.00	50.00%
4.05	Sanitary Sewer Cleanout, Temporary (Type 2)	EA	1.00		1.00	$ 2,150.00	$ 2,150.00		$ -	1.00	1.00	$ 2,150.00	0.00	100.00%
4.06	Sanitary Sewer Abandonment, Fill and Plug	LF	300.00		300.00	$ 30.00	$ 9,000.00		$ -		0.00	$ -	300.00	0.00%
4.07	Storm Sewer, Trenched, Class III RCP, 15" Diameter (Cl R-2 Bed)	LF	462.00		462.00	$ 130.00	$ 60,060.00		$ -	82.00	82.00	$ 10,660.00	380.00	17.75%
4.08	Storm Sewer, Trenched, Class III RCP, 18" Diameter (Cl R-2 Bed)	LF	66.00		66.00	$ 132.00	$ 8,712.00		$ -	34.00	34.00	$ 4,488.00	32.00	51.52%
4.09	Storm Sewer, Trenched, Class III RCP, 24" Diameter (Cl R-2 Bed)	LF	36.00		36.00	$ 165.00	$ 5,940.00		$ -		0.00	$ -	36.00	0.00%
4.10	Storm Sewer, Trenched, Class III RCP, 30" Diameter (Cl R-2 Bed)	LF	280.00		280.00	$ 180.00	$ 50,400.00		$ -	280.00	280.00	$ 50,400.00	0.00	100.00%
4.11	Storm Sewer, Trenched, Class III RCP, 36" Diameter (Cl R-2 Bed)	LF	478.00		478.00	$ 220.00	$ 105,160.00		$ -	152.00	152.00	$ 33,440.00	326.00	31.80%
4.12	Storm Sewer, Trenched, Class III RCP, 42" Diameter (Cl R-2 Bed)	LF	8.00		8.00	$ 430.00	$ 3,440.00		$ -	8.00	8.00	$ 3,440.00	0.00	100.00%
4.13	Storm Sewer, Trenched, A-2000 PVC, 36" Diameter	LF	168.00		168.00	$ 460.00	$ 77,280.00		$ -	168.00	168.00	$ 77,280.00	0.00	100.00%
4.14	Removal of Storm Sewer, Less than or equal to 36" Diameter	LF	281.00		281.00	$ 28.00	$ 7,868.00		$ -	225.00	225.00	$ 6,300.00	56.00	80.07%
4.15	Storm Sewer Abandonment, Fill and Plug	LF	217.00		217.00	$ 60.00	$ 13,020.00		$ -		0.00	$ -	217.00	0.00%
4.16	Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	$ 2,450.00	$ 2,450.00		$ -	1.00	1.00	$ 2,450.00	0.00	100.00%
4.17	Footing for Concrete Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	$ 850.00	$ 850.00		$ -	1.00	1.00	$ 850.00	0.00	100.00%
4.18	Pipe Apron Guard, RCP, 42" Diameter	EA	1.00		1.00	$ 2,100.00	$ 2,100.00		$ -	1.00	1.00	$ 2,100.00	0.00	100.00%
4.19	Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter	LF	2,000.00		2,000.00	$ 50.00	$ 100,000.00	285.00	$ 14,250.00	627.00	912.00	$ 45,600.00	1,088.00	45.60%
4.20	Footing Drain Cleanout, Type B, 24" Diameter	EA	2.00		2.00	$ 765.00	$ 1,530.00		$ -		0.00	$ -	2.00	0.00%
4.21	Footing Drain Outlet into Structure, 8" Diameter	EA	19.00		19.00	$ 575.00	$ 10,925.00	2.00	$ 1,150.00	6.00	8.00	$ 4,600.00	11.00	42.11%
4.22	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	210.00		210.00	$ 200.00	$ 42,000.00	18.00	$ 3,600.00	42.00	60.00	$ 12,000.00	150.00	28.57%
	WATER MAINS AND APPURTENANCES													
5.01	Water Main, Temporary, PEX, 2" Diameter	LF	1,100.00		1,100.00	$ 41.00	$ 45,100.00		$ -	494.00	494.00	$ 20,254.00	606.00	44.91%
5.02	Water Main, Trenched, PVC, 4" Diameter	LF	30.00		30.00	$ 94.00	$ 2,820.00		$ -		0.00	$ -	30.00	0.00%
5.03	Water Main, Trenched, PVC, 6" Diameter	LF	20.00		20.00	$ 98.00	$ 1,960.00		$ -		0.00	$ -	20.00	0.00%
5.04	Water Main, Trenched, PVC, 8" Diameter	LF	1,150.00		1,150.00	$ 84.00	$ 96,600.00		$ -	512.00	512.00	$ 43,008.00	638.00	44.52%
5.05	Fitting, 22.50 Degree Bend, 4"	EA	4.00		4.00	$ 1,215.00	$ 4,860.00		$ -		0.00	$ -	4.00	0.00%
5.06	Fitting, 22.50 Degree Bend, 6"	EA	2.00		2.00	$ 1,315.00	$ 2,630.00		$ -		0.00	$ -	2.00	0.00%
5.07	Fitting, 22.50 Degree Bend, 8"	EA	2.00		2.00	$ 1,455.00	$ 2,910.00		$ -	1.00	1.00	$ 1,455.00	1.00	50.00%
5.08	Fitting, 8" X 8" Tee	EA	2.00		2.00	$ 1,705.00	$ 3,410.00		$ -	1.00	1.00	$ 1,705.00	1.00	50.00%
5.09	Fitting, 8" X 4" Reducer	EA	2.00		2.00	$ 1,020.00	$ 2,040.00		$ -	1.00	1.00	$ 1,020.00	1.00	50.00%
5.10	Fitting, 8" X 6" Reducer	EA	1.00		1.00	$ 1,035.00	$ 1,035.00		$ -		0.00	$ -	1.00	0.00%
5.11	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	12.00		12.00	$ 2,445.00	$ 29,340.00		$ -	5.00	5.00	$ 12,225.00	7.00	41.67%
5.12	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	2.00		2.00	$ 3,020.00	$ 6,040.00		$ -	1.00	1.00	$ 3,020.00	1.00	50.00%
5.13	Gate Valve, 8"	EA	4.00		4.00	$ 2,765.00	$ 11,060.00		$ -	2.00	2.00	$ 5,530.00	2.00	50.00%
5.14	Fire Hydrant Assembly, Alternate	EA	3.00		3.00	$ 7,000.00	$ 21,000.00		$ -	1.00	1.00	$ 7,000.00	2.00	33.33%
5.15	Fire Hydrant Assembly, Removal	EA	3.00		3.00	$ 1,800.00	$ 5,400.00		$ -	1.00	1.00	$ 1,800.00	2.00	33.33%
5.16	Removal of Water Main	LF	1,190.00		1,190.00	$ 22.00	$ 26,180.00		$ -	512.00	512.00	$ 11,264.00	678.00	43.03%
	STRUCTURES FOR SANITARY AND STORM SEWERS													

Date printed 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

6.01	Manhole, Type SW-301, 48" Diameter	EA	5.00		5.00	$ 5,640.00	$ 28,200.00		$ -	1.00	1.00	$ 5,640.00	4.00	20.00%
6.02	Manhole, Type SW-401, 60" Diameter	EA	1.00		1.00	$ 8,950.00	$ 8,950.00		$ -	1.00	1.00	$ 8,950.00	0.00	100.00%
6.03	Manhole, Type SW-401, 72" Diameter	EA	1.00		1.00	$ 9,600.00	$ 9,600.00		$ -		0.00	$ -	1.00	0.00%
6.04	Intake Type SW-505	EA	7.00		7.00	$ 6,290.00	$ 44,030.00		$ -	4.00	4.00	$ 25,160.00	3.00	57.14%
6.05	Intake Type SW-506	EA	6.00		6.00	$ 12,145.00	$ 72,870.00		$ -	1.00	1.00	$ 12,145.00	5.00	16.67%
6.06	Intake Type SW-513, 6' X 6'	EA	1.00		1.00	$ 10,350.00	$ 10,350.00		$ -	1.00	1.00	$ 10,350.00	0.00	100.00%
6.07	Manhole Adjustment, Major	EA	1.00		1.00	$ 3,150.00	$ 3,150.00		$ -		0.00	$ -	1.00	0.00%
6.08	Remove Manhole, Sanitary	EA	4.00		4.00	$ 600.00	$ 2,400.00		$ -	1.00	1.00	$ 600.00	3.00	25.00%
6.09	Remove Cleanout, Storm	EA	2.00		2.00	$ 600.00	$ 1,200.00		$ -		0.00	$ -	2.00	0.00%
6.10	Remove Intake, Storm	EA	3.00		3.00	$ 600.00	$ 1,800.00		$ -	1.00	1.00	$ 600.00	2.00	33.33%
6.11	Remove Cleanout, Sanitary	EA	2.00		2.00	$ 500.00	$ 1,000.00		$ -	1.00	1.00	$ 500.00	1.00	50.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, C-SUD, 8"	SY	3,517.00		3,517.00	$ 88.00	$ 309,496.00	1,505.00	$ 132,440.00		1,505.00	$ 132,440.00	2,012.00	42.79%
7.02	Pavement, PCC, C-SUD, 7"	ST	264.00		264.00	$ 56.50	$ 14,916.00	135.00	$ 7,627.50		135.00	$ 7,627.50	129.00	51.14%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	$ 4,850.00	$ 4,850.00	0.50	$ 2,425.00		0.50	$ 2,425.00	0.50	50.00%
7.04	Removal of Sidewalk	SY	680.00		680.00	$ 15.00	$ 10,200.00		$ -	359.00	359.00	$ 5,385.00	321.00	52.79%
7.05	Removal of Driveway	SY	692.00		692.00	$ 15.00	$ 10,380.00		$ -	364.00	364.00	$ 5,460.00	328.00	52.60%
7.06	Sidewalk, PCC, 4"	SY	601.00		601.00	$ 48.00	$ 28,846.00		$ -		0.00	$ -	601.00	0.00%
7.07	Sidewalk, PCC, 6"	SY	35.00		35.00	$ 182.00	$ 6,370.00		$ -		0.00	$ -	35.00	0.00%
7.08	Detectable Warnings, Galvanized Steel	SF	68.00		68.00	$ 52.50	$ 3,570.00		$ -		0.00	$ -	68.00	0.00%
7.09	Driveway, Paved, PCC, 6"	SY	719.00		719.00	$ 58.00	$ 41,702.00	132.00	$ 7,656.00	69.00	201.00	$ 11,658.00	518.00	27.96%
7.10	Pavement Removal	SY	3,297.00		3,297.00	$ 15.00	$ 49,455.00		$ -	1615.00	1,615.00	$ 24,225.00	1,682.00	48.98%
	TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1.00		1.00	$ 8,000.00	$ 8,000.00		$ -	0.50	0.50	$ 4,000.00	0.50	50.00%
8.02	Portable Dynamic Message Signs	CDAY	10.00		10.00	$ 200.00	$ 2,000.00		$ -	10.00	10.00	$ 2,000.00	0.00	100.00%
8.03	Remove and Reinstall Type A Sign	EA	5.00		5.00	$ 300.00	$ 1,500.00		$ -	1.00	1.00	$ 300.00	4.00	20.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.00		1.00	$ 3,000.00	$ 3,000.00		$ -	0.30	0.30	$ 900.00	0.70	30.00%
9.02	Rip Rap, Erosion Stone, Remove and Reinstall	TON	50.00		50.00	$ 93.50	$ 4,675.00		$ -	50.00	50.00	$ 4,675.00	0.00	100.00%
9.03	Silt Fence Ditch Check	LF	50.00		50.00	$ 10.00	$ 500.00		$ -		0.00	$ -	50.00	0.00%
9.04	Silt Fence Ditch Check, Removal	LF	50.00		50.00	$ 5.00	$ 250.00		$ -		0.00	$ -	50.00	0.00%
9.05	Erosion Control Mulching, Hydromuching, BFM	AC	1.00		1.00	$ 3,000.00	$ 3,000.00		$ -	0.30	0.30	$ 900.00	0.70	30.00%
9.06	Inlet Protection Device, Rock	EA	13.00		13.00	$ 850.00	$ 11,050.00	4.00	$ 3,400.00		4.00	$ 3,400.00	9.00	30.77%
9.07	Inlet Protection Device, Drop In & Removal	EA	28.00		28.00	$ 125.00	$ 3,500.00		$ -		0.00	$ -	28.00	0.00%
9.08	Inlet Protection Device, Maintenance	EA	56.00		56.00	$ 25.00	$ 1,400.00		$ -		0.00	$ -	56.00	0.00%
9.09	Removal of Fence, Wood Privacy Fence	LF	100.00		100.00	$ 20.00	$ 2,000.00		$ -	100.00	100.00	$ 2,000.00	0.00	100.00%
9.10	Temporary Fence, Orange Mesh, Safety Fence	LS	1.00		1.00	$ 8,500.00	$ 8,500.00	0.10	$ 850.00	0.50	0.60	$ 5,100.00	0.40	60.00%
	DEMOLITION													
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 125,000.00	$ 125,000.00	0.10	$ 12,500.00	0.40	0.50	$ 62,500.00	0.50	50.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	$ 5,050.00	$ 5,050.00	0.10	$ 505.00	0.30	0.40	$ 2,020.00	0.60	40.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	$ 5,050.00	$ 5,050.00	0.10	$ 505.00	0.30	0.40	$ 2,020.00	0.60	40.00%
11.04	Temporary Pedestrian Ramp	EA	5.00		5.00	$ 505.00	$ 2,525.00		$ -	1.00	1.00	$ 505.00	4.00	20.00%
11.05	Temporary Granular Sidewalk	SY	568.00		568.00	$ 30.00	$ 17,040.00		$ -	79.00	79.00	$ 2,370.00	489.00	13.91%
11.06	Concrete Washout	LS	1.00		1.00	$ 2,020.00	$ 2,020.00	0.50	$ 1,010.00		0.50	$ 1,010.00	0.50	50.00%
11.07	Pre & Post Foundation Inspection	LS	1.00		1.00	$ 2,505.00	$ 2,505.00		$ -	0.50	0.50	$ 1,252.50	0.50	50.00%
	CHANGE ORDER ITEMS													
12.01					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $ 2,027,500.00** **PAY PERIOD = $ 224,781.50** **COMPLETED = $ 888,422.50** **43.82%**

Date printed 9/5/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	$ 145,789.37
2	June 19, 2023	$ 129,995.15
3	July 17, 2023	$ 147,288.00
4	August 21, 2023	$ 207,386.43
5		
6		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 630,458.95

Record of Change Orders:

No.	Date	Amount
1		
2		
3		
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14		
15		

CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

Substantial Completion:

Contract Working Days:	140.0
Added by Change Order:	
Total Working Days:	140.0
Working Days Used to Date:	89.0
Working Days Remaining:	**51.0**

Full Completion:

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

Date Printed: 9/5/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #3 in the amount of $43,222.22 to Romtech Companies for construction services on the restroom facility at Midway Park.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment Application #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title:	MIDWAY PARK RESTROOM CONSTRUCTION		
Contractor:	ROMTEC COMPANIES		
Address:	18240 N. BANK RD, ROSEBURG, OR, 97470		
Finance Budget Code:	897.2897.4408	**Finance Project #:**	897.2897
Vendor Project #:	NA	**Purchase Order #:**	NA
Original Contract Date:	May 18, 2023	**Vendor Account #:**	6802

Date of Council Meeting: September 18, 2023 **Payment Application #:** 3

Payment Period: From: July 28, 2023 Through: August 28, 2023

Contract Summary:

Original Contract Amount:	$ 279,370.78			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 279,370.78		
Total Completed and Stored to Date:	$ 113,222.22			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 113,222.22		
Less Previous Applications for Payment:		$ 70,000.00		
SUBTOTAL:			$	43,222.22
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**43,222.22**
Balance to Finish, Including Retainage:		$ 166,148.56		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval: ROMTEC COMPANIES
Firm Name

Linda Pusch
Signature

9/11/2023
Date

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

9/11/23
Date

Submit to: NICK LENOX
E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576

Date Printed: 9/11/2023

ROMTEC

Invoice

#INV1187

8/29/2023

Romtec Companies (541) 496-3541
18240 N. Bank Rd
Roseburg OR 97470
United States

Bill To

City of Ankeny
410 W 1st St
Ankeny IA 50023-1557
United States

Ship To

City of Ankeny
1500 Sw Des Moines St
Ankeny IA 50023
United States

TOTAL

$43,222.22

Due Date: 9/30/2023

Terms	Due Date	MFG Project	Customer PO #	Contract #
30 - Net 30	9/30/2023	City of Ankeny : 20178		

Quantity	Item	Rate	Amount
	/C : Midway Park (IA) project.		
1	**Supply** : Invoicing remaining balance on the Manufacturing at Romtec facilities.	$30,000.00	$30,000.00
1	**Supply** : Invoicing 100% of Ready to Ship (manufacturing & packaging complete)	$13,222.22	$13,222.22

Subtotal	**$43,222.22**
Discount	
Tax Total (0%)	**$0.00**
Total	**$43,222.22**

Questions call @ 541-496-4752 or email AccountsReceivable@Romtec.com
SERVICE CHARGES: 1.25% PER MONTH ON PAST DUE ACCOUNTS. 15% per Annum.
Goods returned without authorization will not be accepted for credit.
Return goods subject to restocking charge.

Retention:

Romtec - Midway Park (Formerly Des Moines St. Park)(IA) - Schedule of Values - Monthly Billing

City of Ankeny
Attn: Nick Lenox
410 W. First Street
Ankeny IA, 50023

Job# 20178 Tax-Exempt

Application No: 1187
Application Date: 8/29/2023
Period To: 8/31/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETED	G % (G/C)	H BALANCE TO
	Restroom						
001	Delivery of Design Submittal (SSDS)	$ 40,000.00	$ 40,000.00		$ 40,000.00	100%	$ -
002	Manufacturing at Romtec facilities (monthly progress)	$ 60,000.00	$ 30,000.00	$ 30,000.00	$ 60,000.00	100%	$ -
003	Ready to Ship (manufacturing and packaging complete)	$ 13,222.22		$ 13,222.22	$ 13,222.22	100%	$ 0.00
005	Freight	$ 9,612.00			$ -	0%	$ 9,612.00
006	Installation - Site Work & Rough-in Plumbing & Electrical	$ 20,000.00			$ -	0%	$ 20,000.00
007	Installation - Foundation & Slab	$ 30,000.00			$ -	0%	$ 30,000.00
008	Installation - Erection of Walls	$ 50,000.00			$ -	0%	$ 50,000.00
009	Installation - Roof System	$ 30,000.00			$ -	0%	$ 30,000.00
010	Installation - Top Out Plumbing & Electrical	$ 15,000.00			$ -	0%	$ 15,000.00
011	Installation - Finishes & Accessoreis.	$ 11,536.56			$ -	0%	$ 11,536.56
					$ -		$ -
	GRAND TOTALS	**$ 279,370.78**	**$ 70,000.00**	**$ 43,222.22**	**$ 113,222.22**	**300%**	**$ 166,148.56**

Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of $30,988.98 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: Fire Station No. 4
Contractor: Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.
Address: 1466 28th Street, Suite 200, West Des Moines, IA 50266
Finance Budget Code: 901.1901.4210 **Finance Project Code:** 901.4210
Vendor Project or Invoice #: 23019.00 / 0038822 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 1859

Date of Council Meeting September 18, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 07/24/23 through: 08/27/23

Contract Summary

Original Contract Amount:	$ 348,400.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 348,400.00	
Total completed and stored to date:	$ 108,004.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 108,004.00	
Less previous applications for payment:		$ 77,344.80	
SUBTOTAL			$ 30,659.20 ✓
OTHER CHARGES (Please attach an itemized list)			$ 329.78 ✓
CURRENT PAYMENT DUE			$ 30,988.98 ✓
Balance to finish, including retainage:		$ 240,396.00	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name

Signature Date

Engineer/Consultant Approval: SVPA Architects
Firm Name

Robert T. Ott
Signature 8/31/2023
Date

City of Ankeny Staff Approval

Mike Schrock
Signature 08/31/2023
Date

Submit to: Mike Schrock, Assistant City Manager
Email: mschrock@ankenyiowa.gov *Phone:* 515-965-6420 *Fax:*

Date Printed: 8/31/2023

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Mike Schrock
City of Ankeny
410 West First Street
Ankeny, IA 50023-0944

August 31, 2023
Project No: 23019.00
Invoice No: 0038822

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

Professional Services from July 24, 2023 to August 27, 2023

Phase 03 Schematic Design

Fee

Billing Phase	Fee	Percent Complete	Earned		
Schematic Design	52,260.00	100.00	52,260.00		
Design Development	69,680.00	80.00	55,744.00		
Construction Documents	132,392.00	0.00	0.00		
Bidding/Negotiation	6,968.00	0.00	0.00		
Construction Administration	87,100.00	0.00	0.00		
Total Fee	348,400.00		108,004.00		
		Previous Fee Billing	77,344.80		
		Current Fee Billing	30,659.20		
		Total Fee			**30,659.20**
				Total this Phase	**$30,659.20**

Phase 04 Design Development

Reimbursable Expenses

Printing		278.69	
Total Reimbursables		**278.69**	**278.69**

Unit Billing

Mileage		**51.09**
Total this Phase		**$329.78**
Total this Invoice		**$30,988.98**

Project	23019.00	Ankeny Fire Station #4	Invoice	0038822

Billings to Date

	Current	Prior	Total
Fee	30,659.20	77,344.80	108,004.00
Consultant	0.00	4,600.00	4,600.00
Expense	278.69	123.48	402.17
Unit	51.09	158.52	209.61
Totals	**30,988.98**	**82,226.80**	**113,215.78**

Authorized By: Robert F. Ormsby

Robert Ormsby

Action Reprographics

5037 NE 14th Street
Des Moines, IA 50313
www.actionrepro.com

(515) 288-2146
(515) 288-0053 (fax)
info@actionrepro.com

Page	1	INVOICE
Invoice Number	0000135140	
Invoice Date	8/7/2023	12:25:11PM
Order Number		
Customer	0000001635	

Bill To: SVPA ARCHITECTS INC.
1466 28TH STREET
SUITE 200
WEST DES MOINES IA 50266

Ship To: SVPA ARCHITECTS INC.
1466 28TH STREET
SUITE 200
WEST DES MOINES IA 50266

(515) 327-5990
(515) 327-5991 (fax)

PO Number: 23019 Sales Rep: 000050 Ordered By: CASEY WHITE

Project: ANKENY FIRE STAT Terms: Net 30 Days

Ordered	Shipped	B/O	UOM	Item Code	Description	Price	Amount
0	4	0	EA	907-001	WF COLOR PRINTS - FB DIGITECH		244.28

4 - 24"x36" Foamcore - Ankeny Fire Station #4
Delivered to Mike Schrock at Ankeny Fire Station #4

#15366

Sub-Total	Shipping & Handling	Energy Surcharge	Sales Tax	Deposit Rec'd	Balance Due
244.28	12.50	4.50	17.41		278.69

RECEIVED BY: _____

Payments by credit card over $1,000.00 will be subject to a 3% processing fee.
Late Charges of 1.5% per month, equal to 18% annually, on unpaid balances after 30 days.

Action Legal

Original

VitalSigns DISPLAY GRAPHICS

DATE	DRIVER	PROJ. #	BEGIN READING	END READING	TOTAL MILES
7/28	Ron / Anne	22012 T	47888	47991	103 ✓
8/1	Anne ISU 11350	22015 T	47991	48074	83 ✓
8/1	Damion	21051 T	48074	48117	43 ✓
8/2	Jon	22023-24 T	48117	48351	234 ✓
8/3	Danielle/Casey	23019 H	48715 48351	48390	39 ✓
8/7	Bob	Promo	48390	48395	5 ✓
8/9	Bill	23003.00 H	48,395	48,479	84 ✓
8/10	Danielle	21084.00 T	48,479	48,743	270 ✓
—	—	23019 H	48,743	48,782	39 ✓
8/17	Anne ISU 11350	22015 T	48,782	48,865	83 ✓
8/18	Bob 23049 S	RER CRESCENT	48865	48,878	13 ✓
8/21	Bob	23033 T	48,878	48,918	40 ✓
8/23	CCW	21073 T	48 918	48 927	9 ✓
8/23	Jon 23053.00 W	PELLA BLDG 8/20	48 927	49,028	101 ✓
8/24	Sara / Anne	23041 H	49,028	49, 307	279 ✓
8/25	Sara ISU 11350	22051 T	49,307	49 388	81 ✓
8/28	Meagha	OH	49388	49,395	7 ✓

78 miles @ .655 = $51.09

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to approve the September 18, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
AP Recap
AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
SEPTEMBER 18, 2023

Fund		PAYMENTS
100	General Fund	$ 273,545.33
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	35,000.00
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	264,942.46
270	Seizure Fund	11,206.00
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	717.25
300	Debt Service Fund	-
430	Library Foundation Fund	450.00
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	819,455.18
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	592,816.85
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	14,181.56
590	Golf Course Fund	27,813.96
600-699	Enterprise Project Funds	887,527.40
710	Revolving Fund	40,165.79
720	Risk Management Fund	6,609.36
730	Health Insurance Fund	-
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	67,530.68
900	BAN/Bond Activity Fund	-
895-998	Capital Projects Funds	3,895,215.52
	Sub Total	$ 6,937,177.34
	Payroll Totals	1,419,925.42
	Service Transfers/ACH Drafts	(202,923.13)
	Agenda Payments Approved Separately	(4,518,824.79)
	Grand Total	$ 3,635,354.84

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 9/14/23

City Manager Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR I.D.	NAME	STATUS		CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
003568	MATTHEW OVERLAND								
M-CHECK	MATTHEW OVERLAND	UNPOST	V	9/11/2023			243989		50.00CR
C-CHECK	VOID CHECK		V	9/18/2023			245176		

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0		0.00	0.00	0.00
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS	0.00		
		VOID CREDITS	50.00CR	50.00CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	50.00CR	0.00	0.00
BANK: TOTALS:	2	50.00CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002736		3M COMPANY							
	I-9424375848	3M - SIGN MATERIALS - TRFC	R	9/18/2023	526.98		245066		526.98
					*** VENDOR TOTALS ***		1 CHECKS		526.98
008711		BRIAN A STEINFELDT							
	I-230849	8/5-8/11/23 SOUTH ZONE MOW	R	9/18/2023	4,093.74		245067		
	I-230850	8/5-8/11/23 NORTH ZONE MOW	R	9/18/2023	2,675.87		245067		
	I-230851	8/5-8/11/23 HIGH PROFILE MOW	R	9/18/2023	3,240.24		245067		
	I-230852	08/12-08/18/23 SOUTH ZONE A	R	9/18/2023	3,565.62		245067		
	I-230853	8/12-8/18/23 NORTH ZONE	R	9/18/2023	3,483.29		245067		
	I-230854	8/5-8/11/23 HIGH PROFILE MOW	R	9/18/2023	3,268.82		245067		
	I-230855	8/19/8/25/23 SOUTH ZONE MOW	R	9/18/2023	3,242.16		245067		
	I-230856	08/19-08/25/23 NORTH ZONE MOW	R	9/18/2023	3,301.11		245067		
	I-230857	8/19-8/25/23 HIGH PROFILE MOW	R	9/18/2023	3,447.50		245067		
	I-230858	8/29-8/31/23 HIGH PROFILE MOW	R	9/18/2023	540.30		245067		30,858.65
					*** VENDOR TOTALS ***		1 CHECKS		30,858.65
004997		ABSOLUTE CONCRETE							
	I-PAY 14-3RD UTLTY	PAY 14-SE 3RD ST UTLTY IMP P1	R	9/18/2023	220,198.75		245068		220,198.75
004997		ABSOLUTE CONCRETE							
	I-PAY 15-36TH WDNG	PAY 15-36TH ST WDNG ASH/ANK BV	R	9/18/2023	169,407.33		245069		169,407.33
					*** VENDOR TOTALS ***		2 CHECKS		389,606.08
008578		ACCESS TECHNOLOGIES INC							
	I-INV1429710	7/31/23-8/30/23 STATEMENT	R	9/18/2023	1,882.79		245070		1,882.79
					*** VENDOR TOTALS ***		1 CHECKS		1,882.79
000003		ACCO UNLIMITED CORP							
	I-0235746-IN	CHEMICALS - CFAC	R	9/18/2023	3,020.40		245071		3,020.40
					*** VENDOR TOTALS ***		1 CHECKS		3,020.40
000164		G & S HARDWARE INC							
	I-209180/2	POOL SUPPLIES - AC	R	9/18/2023	13.99		245072		
	I-209181/2	CHAIN OIL - PKS	R	9/18/2023	70.97		245072		
	I-209192/2	KEY -PD	R	9/18/2023	5.29		245072		90.25
					*** VENDOR TOTALS ***		1 CHECKS		90.25
005541		ACUSHNET COMPANY							
	I-916440081	MERCHANDISE FOR RESALE-OC	R	9/18/2023	130.78		245073		130.78
					*** VENDOR TOTALS ***		1 CHECKS		130.78
011899		ADVEXURE LLC							
	I-SP-315565	AUTEL EVO MAX 4T BUNDLE	E	9/20/2023	8,758.92		007964		8,758.92
					*** VENDOR TOTALS ***		1 CHECKS		8,758.92

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000026		AHLERS & COONEY PC							
	I-848784	SVC 7/15/23 W WNDS P9 STRM SWR	E	9/20/2023	1,900.00		007892		
	I-850581	NW 18TH SPECIAL ASSESS	E	9/20/2023	14,125.00		007892		16,025.00
					*** VENDOR TOTALS ***		1 CHECKS		16,025.00
011840		ALL AMERICAN FIRE EQUIPMENT IN							
	I-402507	SAW BLADES - FD	R	9/18/2023	746.47		245074		746.47
					*** VENDOR TOTALS ***		1 CHECKS		746.47
009981		ALL CITY MANAGEMENT SERVICES,							
	I-87245	8/13-8/26/23 CROSSING GUARDS	E	9/20/2023	1,922.13		007954		1,922.13
					*** VENDOR TOTALS ***		1 CHECKS		1,922.13
009679		ALL STAR CONCRETE LLC							
	I-PAY 3-23PCC RECON	PAY 3-2023 PCC RECON-SE 8TH ST	R	9/18/2023	60,164.69		245075		
	I-PAY 3-ANKBVD/18TH	PAY 3-ANK BVD/18TH ST INTSCN	R	9/18/2023	66,196.61		245075		
	I-PAY1-ORLB/CNV/CRK	PAY 1-ORLBR/CNVNCE/CRKVW TRFC	R	9/18/2023	147,174.82		245075		273,536.12
					*** VENDOR TOTALS ***		1 CHECKS		273,536.12
006994		ALLIANCE CONSTRUCTION GROUP LL							
	I-PAY 3-STATE REC SB	PAY 3-STATE RECON-SB LANES	R	9/18/2023	279,580.87		245076		
	I-PAY4-23PCCRCON	PAY 4-2023 PCC RECON-CRKVW	R	9/18/2023	132,212.93		245076		411,793.80
					*** VENDOR TOTALS ***		1 CHECKS		411,793.80
011228		MERRY E AMANN							
	I-08/17/23-09/21/23	8/17-9/21 TAI CHI	E	9/20/2023	150.00		007970		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
009262		AMAZON CAPITAL SERVICES INC							
	C-16CK-6MRW-HQ4X	CR: DRY ERASE BOARD - PD	E	9/20/2023	34.44CR		007950		
	C-1CHW-97XP-HWM1	CR: DRY ERASE BOARD - PD	E	9/20/2023	34.44CR		007950		
	I-11RK-T3CR-1YHC	UNIT #743 PARTS	E	9/20/2023	11.20		007950		
	I-139M-4DKM-9WND	TAPE/CABLE - MU	E	9/20/2023	48.24		007950		
	I-143D-K94G-T7J3	MULTIMEDIA - KL	E	9/20/2023	11.99		007950		
	I-144Q-1XN3-FGF4	DRAWING TABLETS - KL	E	9/20/2023	77.92		007950		
	I-14HR-LXP9-LD63	SCOOPS/TRAIN TOYS/SNACKS-KL	E	9/20/2023	125.24		007950		
	I-16CK-6MRW-RC6M	MULTIMEDIA - KL	E	9/20/2023	243.13		007950		
	I-17R3-D6TN-3KKP	MULTIMEDIA - KL	E	9/20/2023	99.84		007950		
	I-19LJ-VT36-MMNH	WASP KILLER - AC	E	9/20/2023	55.74		007950		
	I-19W6-116T-1K1F	MISC BOOKS - KL	E	9/20/2023	149.26		007950		
	I-19W6-116T-YQL3	PLASTIC BAGS -KL	E	9/20/2023	5.99		007950		
	I-1F9D-N6LX-4VGR	LABEL MAKER - MU	E	9/20/2023	39.99		007950		
	I-1GJY-4PKM-YC6V	PATROL KITS CAMERA CASE-PD	E	9/20/2023	125.86		007950		
	I-1GT9-QGD6-PTX9	GRAPHICS CARDS - IT	E	9/20/2023	470.00		007950		
	I-1GW6-1VTF-D636	SANITIZER - ACC	E	9/20/2023	201.64		007950		
	I-1GWF-D3CY-CHKJ	OFFICE SUPPLIES/ASPIRIN - MU	E	9/20/2023	12.11		007950		
	I-1J37-FKFQ-3N13	MULTIMEDIA - KL	E	9/20/2023	32.17		007950		
	I-1J37-FKFQ-CQWR	BASKETBALLS - ACC	E	9/20/2023	97.12		007950		

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1J3C-R96J-WXGD	MIRROR/DESK RISER - PD	E	9/20/2023	83.79		007950		
	I-1KLN-HGKG-DTWY	SNACKS FOR PROGRAMS -KL	E	9/20/2023	17.44		007950		
	I-1L7T-CN6C-LYLK	CORDS/BALLS REFILL-KL	E	9/20/2023	30.94		007950		
	I-1PNK-GGCM-VC49	MULTIMEDIA -KL	E	9/20/2023	59.71		007950		
	I-1PQ1-9T3T-L4VW	MIC COVERS/STICKERS/MISC-ACC	E	9/20/2023	348.82		007950		
	I-1PXT-44KG-LHN7	PATROL KIT PHONE/CAMERAS-PD	E	9/20/2023	372.76		007950		
	I-1QW9-4X7M-PM47	CORDS -ENG PCS -IT	E	9/20/2023	681.00		007950		
	I-1V7V-YRTR-YTGH	FIREMAN PATCHES - FD	E	9/20/2023	29.85		007950		
	I-1W4R-CGM7-FCDJ	MULTIMEDIA - KL	E	9/20/2023	17.49		007950		
	I-1WC4-THPC-1PYC	MULTIMEDIA -KL	E	9/20/2023	11.19		007950		
	I-1WF6-Q7CH-GJKL	MULTIMEDIA - KL	E	9/20/2023	82.84		007950		
	I-1WND-GRL4-CVJM	FILE HOLDER - PW	E	9/20/2023	114.99		007950		
	I-1XWV-3DK4-6RDG	MULTIMEDIA - KL	E	9/20/2023	29.96		007950		
	I-1YKK-H4VY-9HY6	MULTIMEDIA - KL	E	9/20/2023	129.76		007950		
	I-1YVP-HYXH-RDXW	WATER HOSE - PRSC	E	9/20/2023	99.32		007950		3,848.42
					*** VENDOR TOTALS ***		1 CHECKS		3,848.42
001439		AMERICAN MARKING INC							
	I-0032882	VINYL LETTERING - FD	R	9/18/2023	240.00		245077		240.00
					*** VENDOR TOTALS ***		1 CHECKS		240.00
000733		AMERICAN TEST CENTER							
	I-2231641	ANNUAL INSPECTION UNIT #132	R	9/18/2023	1,794.00		245078		1,794.00
					*** VENDOR TOTALS ***		1 CHECKS		1,794.00
011805		AMUSEMENT RESTORATION COMPANIE							
	I-1281	PRAC SLIDE GEL COAT	R	9/18/2023	30,475.00		245079		30,475.00
					*** VENDOR TOTALS ***		1 CHECKS		30,475.00
000989		ANKENY AREA CHAMBER OF COMMERC							
	I-59230	FY24 PREMIER MEMBERSHIP	R	9/18/2023	5,000.00		245080		
	I-59231	FY24 ANNUAL CONTRIBUTION	R	9/18/2023	30,000.00		245080		35,000.00
					*** VENDOR TOTALS ***		1 CHECKS		35,000.00
000043		ANKENY COMMUNITY SCHOOLS							
	I-FY24 #3 SEPT GYM	SEPT 2023 GYM USE PMT	R	9/18/2023	5,700.00		245081		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00
004201		TSJM TOWING SERVICE LLC							
	I-23-55820	TOW/HOOK FEE - PD	R	9/18/2023	104.00		245082		
	I-23-55846	TOW/HOOK FEE - PD	R	9/18/2023	75.00		245082		
	I-23-55866	UNIT #94 TOWING	R	9/18/2023	82.00		245082		261.00
					*** VENDOR TOTALS ***		1 CHECKS		261.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002625		PHILIP L ASCHEMAN PHD							
	I-08/29/2023	PRE-EMP PSYCH EVAL - FD	R	9/18/2023	225.00		245083		
	I-9/07/2023	PRE-EMP PSYCH EVALS - FD	R	9/18/2023	450.00		245083		675.00
					*** VENDOR TOTALS ***		1 CHECKS		675.00
008024		AUREON COMMUNICATIONS LLC							
	I-09/2023	09/01/23-09/30/23 STATEMENT	E	9/20/2023	945.48		007946		945.48
					*** VENDOR TOTALS ***		1 CHECKS		945.48
007234		AUTOMATED LOGIC CONTRACTING SE							
	I-442986	QUARTERLY BILLING-APR-JUN 2023	R	9/18/2023	795.00		245084		
	I-460453	QUARTERLY BILLING-JUL-SEP 2023	R	9/18/2023	795.00		245084		1,590.00
					*** VENDOR TOTALS ***		1 CHECKS		1,590.00
000067		BAKER & TAYLOR INC							
	I-2037746876	MISC BOOKS -KL	E	9/20/2023	405.57		007894		
	I-2037749786	MISC BOOKS - KL	E	9/20/2023	318.90		007894		
	I-2037752711	MISC BOOKS - KL	E	9/20/2023	274.76		007894		
	I-2037755247	MISC BOOKS - KL	E	9/20/2023	1,919.31		007894		
	I-2037760100	MISC BOOKS - KL	E	9/20/2023	372.29		007894		
	I-2037765932	MISC BOOKS -KL	E	9/20/2023	524.04		007894		3,814.87
					*** VENDOR TOTALS ***		1 CHECKS		3,814.87
006127		BATTERIES PLUS BULBS #203							
	I-P64960315	BATTERIES - MU	R	9/18/2023	96.75		245085		
	I-P64984479	BATTERIES - MU	R	9/18/2023	197.40		245085		
	I-P64998438	BATTERIES - MU	R	9/18/2023	32.25		245085		326.40
					*** VENDOR TOTALS ***		1 CHECKS		326.40
006349		HY-VEE INC-BDI							
	I-60748	ALCOHOL FOR RESALE-OC	R	9/18/2023	1,299.48		245086		1,299.48
					*** VENDOR TOTALS ***		1 CHECKS		1,299.48
005950		BLACKSTONE AUDIO INC							
	I-2115099	MULTIMEDIA/SHELF SVCS - KL	R	9/18/2023	35.54		245087		
	I-2116476	MULTIMEDIA/SHELF SVCS-KL	R	9/18/2023	121.85		245087		157.39
					*** VENDOR TOTALS ***		1 CHECKS		157.39
002874		BLANK PARK ZOO & FOUNDATION							
	I-23060	LIBRARY MEMBERSHIPES -KL	R	9/18/2023	450.00		245088		450.00
					*** VENDOR TOTALS ***		1 CHECKS		450.00
007515		EFFLUENT INC							
	I-I8302	08/01/23-08/31/23 SVCS-PRSC	R	9/18/2023	374.00		245089		374.00
					*** VENDOR TOTALS ***		1 CHECKS		374.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009283		BOLTON & MENK, INC							
	I-0318834 PAY 2	PAY 2-SE CORP WDS/CRSWND SGNL	R	9/18/2023	4,247.50		245090		
	I-0318835 #6	PAY 6-PR RDG DR/ASH/9TH STDY	R	9/18/2023	7,552.50		245090		11,800.00
					*** VENDOR TOTALS ***		1 CHECKS		11,800.00
000127		BRICK GENTRY PC							
	I-402850	7/25/2023 STATEMENT 224.011	R	9/18/2023	3,165.00		245091		
	I-405973	08/25/2023 STATEMENT 4.005	R	9/18/2023	136.50		245091		3,301.50
					*** VENDOR TOTALS ***		1 CHECKS		3,301.50
011918		JILL BURT							
	I-09/03/2023 LGI	9/3/23 LGI REVIEW	R	9/18/2023	500.00		245092		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
009868		MACKENZIE CAMPFIELD							
	I-08/19/2023 YOGA	8/19/23 YOGA	R	9/18/2023	25.00		245093		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
000385		CAPITAL CITY EQUIPMENT CO							
	I-39206D	KIT FRONT /FREIGHT - PRSC	E	9/20/2023	69.38		007902		69.38
					*** VENDOR TOTALS ***		1 CHECKS		69.38
000453		CARQUEST AUTO PARTS							
	I-2330-801706	UNIT #312 PARTS	R	9/18/2023	5.24		245094		
	I-2330-801991	UNIT #123 PARTS	R	9/18/2023	41.95		245094		
	I-2330-802073	AIR FILTER - CG	R	9/18/2023	8.67		245094		
	I-2330-802117	UNIT #743 ENDURACUBE	R	9/18/2023	101.49		245094		
	I-2330-802122	UNIT #743 FUEL SPIN ON	R	9/18/2023	46.19		245094		203.54
					*** VENDOR TOTALS ***		1 CHECKS		203.54
005278		CDW GOVERNMENT							
	I-LH26453	ADOBE ACROBAT PRO FOR PD	E	9/20/2023	195.00		007932		195.00
					*** VENDOR TOTALS ***		1 CHECKS		195.00
011409		CENTRAL MCGOWAN INC							
	I-0000747723	BEVERAGES FOR RESALE - OC	E	9/20/2023	83.95		007955		83.95
					*** VENDOR TOTALS ***		1 CHECKS		83.95
009016		CENTRAL SALT LLC							
	I-PSI19-76287	8/31/23 DEICING SALT	R	9/18/2023	1,788.57		245095		
	I-PSI19-76290	8/31/23 DEICING SALT	R	9/18/2023	60,124.95		245095		
	I-PSI19-76292	8/31/23 DEICING SALT	R	9/18/2023	28,853.45		245095		
	I-PSI19-76293	8/31/23 DEICING SALT	R	9/18/2023	17,959.58		245095		
	I-PSI19-76294	8/31/23 DEICING SALT	R	9/18/2023	14,260.15		245095		
	I-PSI19-76295	8/31/23 DEICING SALT	R	9/18/2023	16,098.45		245095		
	I-PSI19-76296	8/31/23 DEICING SALT	R	9/18/2023	7,248.95		245095		146,334.10
					*** VENDOR TOTALS ***		1 CHECKS		146,334.10

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011576		CINTAS CORPORATION							
	I-4166294322	BANQUET SUPPLY RENTALS-OC	R	9/18/2023	128.55		245096		
	I-4166930101	BANQUET SUPPLY RENTALS-OC	R	9/18/2023	191.21		245096		319.76
					*** VENDOR TOTALS ***		1 CHECKS		319.76
002726		CITY OF DES MOINES TREASURY							
	I-132256	FY24 #4 WRA MONTHLY ALLOCATION	R	9/18/2023	563,129.90		245097		563,129.90
					*** VENDOR TOTALS ***		1 CHECKS		563,129.90
006965		CITY OF URBANDALE							
	I-202400000019	AUG 10 DAY TRIP	R	9/18/2023	5,419.46		245098		5,419.46
					*** VENDOR TOTALS ***		1 CHECKS		5,419.46
002407		CIVIL DESIGN ADVANTAGE LLC							
	I-42152 #4	PAY 4-OC TRUNK SWR EXT -PH4	E	9/20/2023	14,921.00		007918		14,921.00
					*** VENDOR TOTALS ***		1 CHECKS		14,921.00
009613		COMPASS GROUP USA INC							
	I-CD00023334	DISPOSABLE TEE TOWELS-OCM	R	9/18/2023	315.00		245099		315.00
					*** VENDOR TOTALS ***		1 CHECKS		315.00
002992		CONSTRUCTION MATERIALS TESTING							
	I-47600	CYLINDER BREAKS - ENG	E	9/20/2023	7.00		007920		
	I-47601	CYLINDER BREAKS - ENG	E	9/20/2023	352.00		007920		
	I-47683	CYLINDER BREAKS - ENG	E	9/20/2023	66.00		007920		425.00
					*** VENDOR TOTALS ***		1 CHECKS		425.00
009277		CONVERGE ONE INC							
	I-IE9111756	PALO ALTO FIREWALL RENEWA	E	9/20/2023	12,587.71		007951		
	I-IE9112138	CABLE- IT	E	9/20/2023	207.00		007951		12,794.71
					*** VENDOR TOTALS ***		1 CHECKS		12,794.71
000595		CORE & MAIN LP							
	I-INV0002802	CHLORINE - MU	R	9/18/2023	165.59		245100		165.59
					*** VENDOR TOTALS ***		1 CHECKS		165.59
009123		COSTUME SPECIALISTS, INC							
	I-SH12914	PETE THE CAT - KL	R	9/18/2023	160.00		245101		160.00
					*** VENDOR TOTALS ***		1 CHECKS		160.00
008706		COURAGE LEAGUE SPORTS							
	I-2023SUMR BB/SB CMP	SUMMER SB/BB CAMPS	R	9/18/2023	80.00		245102		80.00
					*** VENDOR TOTALS ***		1 CHECKS		80.00

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011618		CLAUDIA COWIE							
	I-WINTER 23 REISSUE	WINTER 2023 LITTLE ARTISTS	R	9/18/2023	106.75		245103		106.75
					*** VENDOR TOTALS ***		1 CHECKS		106.75
003533		5 TRAILS INC							
	I-18629	12IN TROPHY - KL	R	9/18/2023	12.75		245104		12.75
					*** VENDOR TOTALS ***		1 CHECKS		12.75
001654		CUMMINS, INC							
	I-H9-69625	UNIT #743 PARTS	E	9/20/2023	99.15		007910		
	I-J4-39371	UNIT 743 PARTS/STOCK PARTS-CG	E	9/20/2023	282.34		007910		381.49
					*** VENDOR TOTALS ***		1 CHECKS		381.49
007254		CUTTER & BUCK							
	I-0097064246	TIN CUP STAFF SHIRTS-OC	R	9/18/2023	396.67		245105		396.67
					*** VENDOR TOTALS ***		1 CHECKS		396.67
000146		CENTURY HOMES CO							
	I-70790IN	HERBICIDE - PRSC	R	9/18/2023	730.75		245106		730.75
					*** VENDOR TOTALS ***		1 CHECKS		730.75
009427		AMY DAWSON							
	I-08/2023 MILEAGE	08/2023 MILEAGE REIMBURSEMENT	E	9/20/2023	21.42		007969		
	I-09/01/23 MILEAGE	09/01/23 MILEAGE REIMBURSEMENT	E	9/20/2023	1.44		007969		22.86
					*** VENDOR TOTALS ***		1 CHECKS		22.86
003359		KEVIN DEAVER							
	I-07/23-08/23 MA	FY24 MARTIAL ARTS JUL-AUG	E	9/20/2023	2,400.00		007923		2,400.00
					*** VENDOR TOTALS ***		1 CHECKS		2,400.00
008545		DEMARANVILLE INSTALLATIONS INC							
	I-023-491A	SPRINKLER SVC CALL - FD	R	9/18/2023	420.00		245107		
	I-I23-625A	ANNUAL BACKFLOW PRVNTN-MU	R	9/18/2023	80.00		245107		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
000605		DEMCO INC							
	I-7351732	DOUBLE STACKED BAR CODES-KL	E	9/20/2023	789.66		007905		
	I-7356333	BOOK JKTS/DVD ALBUMS -KL	E	9/20/2023	278.86		007905		1,068.52
					*** VENDOR TOTALS ***		1 CHECKS		1,068.52
002731		TREASURER OF THE STATE OF IOWA							
	I-339966	S12/S13 RANGE RENTAL - PD	R	9/18/2023	375.00		245108		375.00
					*** VENDOR TOTALS ***		1 CHECKS		375.00

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000625		DES MOINES AREA COMMUNITY COLL							
	I-G-55614	4/4-4/6/23 STROKE TRAINING-FD	R	9/18/2023	15.00		245109		15.00
					*** VENDOR TOTALS ***		1 CHECKS		15.00
011530		DES MOINES AREA COMMUNITY COLL							
	I-S1554352	CDL COURSE-D. SIGNS	R	9/18/2023	140.00		245110		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
000593		OMG MIDWEST INC dba DES MOINES							
	I-PAY 3 FINAL-ASPHLT	PAY 3 FINAL-23 ASPHALT ST RSRF	R	9/18/2023	2,034.90		245111		2,034.90
000593		OMG MIDWEST INC dba DES MOINES							
	I-RTNG-ASPHLT PRGM	RTNG-23 ASPHLT ST RSRFCNG PGM	R	9/18/2023	13,988.41		245112		13,988.41
					*** VENDOR TOTALS ***		2 CHECKS		16,023.31
000843		THE DES MOINES REGISTER							
	I-0005797321	07/2023 LEGAL PUBLICATIONS	E	9/20/2023	2,364.93		007908		2,364.93
					*** VENDOR TOTALS ***		1 CHECKS		2,364.93
000160		DES MOINES WATER WORKS							
	I-000186 8/30/23	8/30/23 STATEMENT	R	9/18/2023	1,806.00		245113		
	I-005039 8/29/23	8/29/23 STATEMENT	R	9/18/2023	132,928.77		245113		
	I-005040 8/29/23	8/29/23 STATEMENT	R	9/18/2023	131,904.20		245113		
	I-084542 8/29/23	8/29/23 STATEMENT	R	9/18/2023	75.00		245113		
	I-084793 8/29/23	8/29/23 STATEMENT	R	9/18/2023	121,069.80		245113		
	I-099890 8/29/23	8/29/2023 STATEMENT	R	9/18/2023	137,417.34		245113		
	I-101656 8/29/23	8/29/23 STATEMENT	R	9/18/2023	117,744.01		245113		642,945.12
					*** VENDOR TOTALS ***		1 CHECKS		642,945.12
001327		GL ANKENY LLC							
	I-DOCS285058	#921 TRANSMISSION	R	9/18/2023	8,048.10		245114		8,048.10
					*** VENDOR TOTALS ***		1 CHECKS		8,048.10
000161		DEWEY FORD INC							
	I-610373 FOW	UNIT #69 PARTS	R	9/18/2023	25.27		245115		
	I-610447 FOW	VEHICLE PARTS - SQUAD CARS	R	9/18/2023	108.40		245115		133.67
					*** VENDOR TOTALS ***		1 CHECKS		133.67
004568		DOLL DISTRIBUTING LLC							
	I-1326490	ALCOHOL FOR RESALE - HAWKEYE	E	9/20/2023	299.40		007927		
	I-1328638	ALCOHOL FOR RESALE-OC	E	9/20/2023	1,567.35		007927		
	I-1333425	ALCOHOL FOR RESALE - HAWKEYE	E	9/20/2023	146.75		007927		
	I-1333433	ALCOHOL FOR RESALE-OC	E	9/20/2023	1,128.65		007927		3,142.15
					*** VENDOR TOTALS ***		1 CHECKS		3,142.15

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002143		DOORS INC							
	I-337833	EXIT DEVICES/PUSH PLATES-PD	E	9/20/2023	936.00		007916		
	I-337863	KEYS - PD	E	9/20/2023	48.00		007916		984.00
					*** VENDOR TOTALS ***		1 CHECKS		984.00
006716		TELVENT DTN LLC							
	I-6353883	10/01/23-12/31/23 COMMANER	E	9/20/2023	1,500.00		007939		1,500.00
					*** VENDOR TOTALS ***		1 CHECKS		1,500.00
000841		EBSCO PUBLISHING							
	I-1000212371-1	08/01/23-07/31/24 RENEWAL-KL	E	9/20/2023	10,603.66		007907		10,603.66
					*** VENDOR TOTALS ***		1 CHECKS		10,603.66
004995		ECHO GROUP INC							
	I-S010178584.001	50W MED BASE - PW	E	9/20/2023	45.46		007930		45.46
					*** VENDOR TOTALS ***		1 CHECKS		45.46
006319		EDWARD DON AND COMPANY							
	C-80392309	CR: CLEANER -OC	R	9/18/2023	25.78CR		245116		
	I-30742046	FOOD /SUPPLES FOR RESALE-OC	R	9/18/2023	939.50		245116		913.72
					*** VENDOR TOTALS ***		1 CHECKS		913.72
009084		ILLINOIS TOOL WORKS							
	I-INV219021	VALVE TURNER - MU	R	9/18/2023	10,660.00		245117		10,660.00
					*** VENDOR TOTALS ***		1 CHECKS		10,660.00
000628		EIDE BAILLY LLP							
	I-EI01154518	INTERIM AUDIT FY23	E	9/20/2023	6,500.00		007906		6,500.00
					*** VENDOR TOTALS ***		1 CHECKS		6,500.00
005340		ELDER CORPORATION							
	I-PAY 6-18TH RECON	PAY 6-18TH ST RECON ASH/ANKB	R	9/18/2023	968,257.85		245118		968,257.85
005340		ELDER CORPORATION							
	I-PAY 6-DEL RECON	PAY 6-DEL AVE RECON/5TH/4MCRK	R	9/18/2023	1,322,169.38		245119		1,322,169.38
					*** VENDOR TOTALS ***		2 CHECKS		2,290,427.23
000185		ELECTRICAL ENGINEERING							
	I-8221205-00	DISTRICT STREETLIGHT	R	9/18/2023	2,272.00		245120		2,272.00
					*** VENDOR TOTALS ***		1 CHECKS		2,272.00
000186		ELECTRONIC ENGINEERING							
	I-80067932, 80068054	09/2023 STATEMENT - MU	E	9/20/2023	440.50		007895		
	I-80068052, 80067930	09/2023 STATEMENT - PARK MAINT	E	9/20/2023	296.50		007895		
	I-80068053, 80067931	09/2023 STATEMENT - PW	E	9/20/2023	930.00		007895		
	I-80068055	09/2023 STATEMENT-ENGINEERING	E	9/20/2023	26.50		007895		1,693.50
					*** VENDOR TOTALS ***		1 CHECKS		1,693.50

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011825		EVOLVING EDGE GRAPHICS, LLC							
	I-E0004042	COROPLAST WHITE A FRAMES-ACC	E	9/20/2023	45.00		007962		45.00
					*** VENDOR TOTALS ***		1 CHECKS		45.00
005478		EXCEL MECHANICAL COMPANY INC							
	I-165514	SERVER ROOM SERVICE -PD	E	9/20/2023	612.00		007933		
	I-165515	BREAK ROOM AC SVC- PRSC	E	9/20/2023	288.52		007933		
	I-165571	ROOFTOP LEVELING-ACC	E	9/20/2023	339.20		007933		
	I-165626	AC SERVICE - MU	E	9/20/2023	977.00		007933		2,216.72
					*** VENDOR TOTALS ***		1 CHECKS		2,216.72
011600		FINE PROPERTIES LLC							
	I-1011	CITY CAR WASHES - PD	E	9/20/2023	882.00		007960		882.00
					*** VENDOR TOTALS ***		1 CHECKS		882.00
011234		FIRE SERVICE TRAINING BUREAU							
	I-240254	DOP -BL	R	9/18/2023	50.00		245121		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00
007648		DAIOHS USA INC							
	I-007453	COFFEE SERVICES - CH	E	9/20/2023	56.58		007943		56.58
					*** VENDOR TOTALS ***		1 CHECKS		56.58
010286		AT&T MOBILITY II LLC							
	I-08272023 FD	07/20/23-08/19/23 STATEMENT-FD	R	9/18/2023	843.15		245122		843.15
010286		AT&T MOBILITY II LLC							
	I-08272023 PD	07/20/23-08/19/23 STATEMENT-PD	R	9/18/2023	2,309.00		245123		2,309.00
					*** VENDOR TOTALS ***		2 CHECKS		3,152.15
011553		BRANT AUSENHUS							
	I-1553	GARAGE PAINTING - PD	E	9/20/2023	993.00		007958		993.00
					*** VENDOR TOTALS ***		1 CHECKS		993.00
011904		FULLER STANDARD SERVICE INC							
	I-136130	93 OCTANE FOR FUELING	E	9/20/2023	10,284.00		007965		10,284.00
					*** VENDOR TOTALS ***		1 CHECKS		10,284.00
000211		GALE							
	I-82018274	AUGUST LARGE PRINT DIST 5 PLN	E	9/20/2023	73.50		007896		73.50
					*** VENDOR TOTALS ***		1 CHECKS		73.50
003712		GALLS, LLC							
	C-024959983	CR: BALLISTIC VEST - PD	R	9/18/2023	814.99CR		245124		
	I-025306908	UNIFORMS - PD	R	9/18/2023	22.88		245124		
	I-025306914	UNIFORMS - PD	R	9/18/2023	28.00		245124		
	I-025306915	UNIFORM - PD	R	9/18/2023	28.00		245124		
	I-025362757	UNIFORMS - PD	R	9/18/2023	17.58		245124		

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	I-025389368	UNIFORMS/POLICE GEAR - PD	R	9/18/2023	592.48		245124		
	I-025401624	UNIFORMS -J.LANGLEY	R	9/18/2023	669.02		245124		542.97
					*** VENDOR TOTALS ***		1 CHECKS		542.97
002365		GAMETIME							
	I-PJI-0216049	PLAYGROUND PARTS - PKS	R	9/18/2023	85.20		245125		85.20
					*** VENDOR TOTALS ***		1 CHECKS		85.20
009366		GEMPLER'S INC							
	I-INV0004560234	MECHANICS GLOVES - PKS	E	9/20/2023	48.99		007952		
	I-INV0004560426	MECHANIC GLOVES -PKS	E	9/20/2023	70.00		007952		118.99
					*** VENDOR TOTALS ***		1 CHECKS		118.99
000227		GRAINGER							
	I-9816645320	AIR FILTERS - MU	E	9/20/2023	216.78		007897		
	I-9821328359	COMPOUND GAUGE - PRAC	E	9/20/2023	58.12		007897		
	I-9822176716	LENS CLEANER - CG	E	9/20/2023	75.04		007897		
	I-9825024665	DEGREASER -PW	E	9/20/2023	275.96		007897		625.90
					*** VENDOR TOTALS ***		1 CHECKS		625.90
011835		GRANITE EXCAVATING LLC							
	I-ANKMU165980 #4	PAY 4-S ANK BVD TRNSMSN MN	R	9/18/2023	255,304.85		245126		255,304.85
					*** VENDOR TOTALS ***		1 CHECKS		255,304.85
000229		GRAYBAR ELECTRIC CO INC							
	I-9333570194	FIBER CABLE - TRAFFIC	R	9/18/2023	93.00		245127		93.00
					*** VENDOR TOTALS ***		1 CHECKS		93.00
011922		TYLER HACKMAN							
	I-09/11/23	STORMWATER BMP REIMBURSEMENT	R	9/18/2023	1,628.84		245128		1,628.84
					*** VENDOR TOTALS ***		1 CHECKS		1,628.84
010205		BRIAN MATHIS							
	I-194	POLYGRAPH SERVICES - PD	R	9/18/2023	350.00		245129		350.00
					*** VENDOR TOTALS ***		1 CHECKS		350.00
001978		HAWKINS INC							
	I-6555016	AZONE/SODIUM HYDROXIDE-MU	R	9/18/2023	5,947.12		245130		
	I-6569725	AZONE/SODIUM HYDROXIDE-MU	R	9/18/2023	4,178.69		245130		10,125.81
					*** VENDOR TOTALS ***		1 CHECKS		10,125.81
003452		HDR ENGINEERING INC							
	I-10345779 #12	PAY 12-IRVNDLE ELEVTD STRG TNK	R	9/18/2023	13,860.00		245131		13,860.00
					*** VENDOR TOTALS ***		1 CHECKS		13,860.00

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009444		KATELYN HOBIN							
	I-08/05/2023 YOGA	8/5/23 YOGA	R	9/18/2023	25.00		245132		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
008805		RYAN HOWE							
	I-08/22/23-08/24/23	8/22-8/24/23 MEALS	R	9/18/2023	21.18		245133		21.18
					*** VENDOR TOTALS ***		1 CHECKS		21.18
007544		HOWREY CONSTRUCTION INC							
	I-PAY 1-23 CRKSD PK	PAY 1-23 CREEKSIDE PARK IMP	R	9/18/2023	83,620.60		245134		83,620.60
					*** VENDOR TOTALS ***		1 CHECKS		83,620.60
005531		HR GREEN INC							
	I-165604 #5	PAY 5-IRVNDLE/18TH ST INTSCN	E	9/20/2023	14,444.50		007934		
	I-166227 #9	PAY 9-ORLBR TRL/STATEUNDERPASS	E	9/20/2023	40,890.60		007934		
	I-166228 PAY 20	PAY 20 36TH ST RECON/I35/4MDR	E	9/20/2023	20,060.96		007934		75,396.06
					*** VENDOR TOTALS ***		1 CHECKS		75,396.06
000959		PAUL HUBBARD							
	I-07/23-08/23PARKOUR	FY24 JULY-AUG PARKOUR	E	9/20/2023	1,467.20		007967		1,467.20
					*** VENDOR TOTALS ***		1 CHECKS		1,467.20
009120		INNOVATIVE INTERFACES, INC							
	I-INV-INC35225	10/23-09/24 POLARIS RENEWAL	R	9/18/2023	14,324.47		245135		14,324.47
					*** VENDOR TOTALS ***		1 CHECKS		14,324.47
000407		INTERSTATE ALL BATTERY CENTER							
	I-1925901007733	BATTERIES - FD	R	9/18/2023	248.15		245136		
	I-1925901007739	BATTERIES - FD	R	9/18/2023	13.90		245136		
	I-1925901007743	BATTERIES - CG	R	9/18/2023	29.99		245136		292.04
					*** VENDOR TOTALS ***		1 CHECKS		292.04
000266		INTERSTATE BATTERY SYSTEM							
	I-40215884	BATTERIES - CG	E	9/20/2023	277.90		007898		277.90
					*** VENDOR TOTALS ***		1 CHECKS		277.90
002156		IOWA BEVERAGE SYSTEMS INC							
	I-W-4863592	ALCOHOL FOR RESALE-OC	R	9/18/2023	936.55		245137		
	I-W-4866924	ALCOHOL FOR RESALE -HAWKEYE	R	9/18/2023	219.00		245137		
	I-W-4869207	ALCOHOL FOR RESALE - OC	R	9/18/2023	941.75		245137		2,097.30
					*** VENDOR TOTALS ***		1 CHECKS		2,097.30
005989		MCCONVILLE CONSTRUCTION LLC							
	I-14207	LEVELING WORK - MU	R	9/18/2023	550.00		245138		550.00
					*** VENDOR TOTALS ***		1 CHECKS		550.00

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000269		IOWA DEPT OF TRANSPORTATION							
	I-BR-3606/NE FRISK	RES: BR-3606/NE FRISK BRDG	R	9/18/2023	90,000.00		245139		90,000.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0017329	PROPERTY DAMAGE RMBSMNT	R	9/18/2023	262.12		245140		262.12
					*** VENDOR TOTALS ***		2 CHECKS		90,262.12
003226		IOWA ONE CALL							
	I-253747	7/31/23 FTP - MU	E	9/20/2023	1,262.70		007922		
	I-253927	7/31/23 EMAIL - TRAFFIC	E	9/20/2023	180.90		007922		1,443.60
					*** VENDOR TOTALS ***		1 CHECKS		1,443.60
001625		IOWA PARKS & RECREATION							
	I-4239	MEMBERSHIPS-NL/TS/RH/CV/KM/WG	R	9/18/2023	900.00		245141		900.00
					*** VENDOR TOTALS ***		1 CHECKS		900.00
000272		IOWA PRISON INDUSTRIES							
	I-374212	UNIFORMS - LANGLEY	R	9/18/2023	230.00		245142		230.00
					*** VENDOR TOTALS ***		1 CHECKS		230.00
008611		J & K CONTRACTING LLC							
	I-PAY 2-N 4MCRK TRNK	PAY 2-N 4 MILE CREEK TRUNK SWR	R	9/18/2023	148,592.38		245143		148,592.38
					*** VENDOR TOTALS ***		1 CHECKS		148,592.38
009276		J & M GOLF INC							
	I-0684135-IN	STOCK MERCH FOR RESALE - OC	R	9/18/2023	223.86		245144		
	I-0684826-IN	STOCK MERCH FOR RESALE - OC	R	9/18/2023	267.90		245144		491.76
					*** VENDOR TOTALS ***		1 CHECKS		491.76
007827		JEO CONSULTING GROUP INC							
	I-143866 #21	PAY 21-DELAWARE AVE HMA WDNG	E	9/20/2023	3,525.00		007944		
	I-200170.01 #24	PAY 24-SE 3RD ST IMP - PHASE 1	E	9/20/2023	17,664.05		007944		21,189.05
					*** VENDOR TOTALS ***		1 CHECKS		21,189.05
005535		JETCO INC							
	I-17854	PUMP STATION SERVICES - MU	R	9/18/2023	909.65		245145		909.65
					*** VENDOR TOTALS ***		1 CHECKS		909.65
006326		JOHNSON BROTHERS OF IOWA							
	I-1899803	ALCOHOL FOR RESALE-OC	R	9/18/2023	254.40		245146		
	I-1899804	BEVERAGES FOR RESALE - OC	R	9/18/2023	40.39		245146		294.79
					*** VENDOR TOTALS ***		1 CHECKS		294.79

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008092		JASON KAISER							
	I-8/30/2023	BACKFLOW RECERT REIMBURSEMENT	R	9/18/2023	99.00		245147		99.00
					*** VENDOR TOTALS ***		1 CHECKS		99.00
000065		RENEWABLE ENERGY GROUP INC							
	I-573881	08/29/23 DIESEL DYED	E	9/20/2023	14,030.49		007893		
	I-573893	8/30/23 DIESEL DYED/UNLEADED87	E	9/20/2023	2,911.14		007893		16,941.63
					*** VENDOR TOTALS ***		1 CHECKS		16,941.63
009201		KIESLER POLICE SUPPLY INC							
	I-IN221298	SPEER 9MM TMJ - SHIPPING	E	9/20/2023	1,070.00		007949		
	I-IN222115	FEDERAL 12GA BUCKSHOT	E	9/20/2023	1,539.27		007949		2,609.27
					*** VENDOR TOTALS ***		1 CHECKS		2,609.27
011906		MELISSA KILGORE							
	I-8/15-8/16/23 RI	8/15-8/16/23 MILEAGE REISSUE	E	9/20/2023	50.57		007973		50.57
					*** VENDOR TOTALS ***		1 CHECKS		50.57
011839		KIMCO USA, INC							
	I-9920	CONVEYOR BELT-PW	R	9/18/2023	2,898.63		245148		
	I-9921	SLIDER PADS/NUT/HEX BOLT-PW	R	9/18/2023	936.04		245148		3,834.67
					*** VENDOR TOTALS ***		1 CHECKS		3,834.67
011775		JAMIE AARON KELLEY							
	I-09/07/2023 DON	9/7/23 CHARACTER VISIT DON	R	9/18/2023	53.80		245149		53.80
					*** VENDOR TOTALS ***		1 CHECKS		53.80
008587		KINZLER CONSTRUCTION SERVICES							
	I-2315253.0001	DOOR MAINT - FS#2	R	9/18/2023	101.50		245150		
	I-2316132.0002	REPAIR BAY DOOR - FS#3	R	9/18/2023	2,175.00		245150		
	I-2316187.0001	DOOR MAINT - FS#3	R	9/18/2023	109.00		245150		
	I-2316217.0001	OIL/LUBE SERVICE- PRSC	R	9/18/2023	104.50		245150		
	I-2316349.0001	DOOR REPAIRS - FS#3	R	9/18/2023	142.00		245150		2,632.00
					*** VENDOR TOTALS ***		1 CHECKS		2,632.00
011406		LATITUDE 41 LAWN AND LANDSCAPE							
	I-9439	NUISANCE MOWING SVCS	E	9/20/2023	180.00		007972		180.00
					*** VENDOR TOTALS ***		1 CHECKS		180.00
011920		JAMES LAUER							
	I-09102023-LAUER	9/1/23 ROOM RENTAL REFUND-KL	R	9/18/2023	50.00		245151		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00

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011568		LEXISNEXIS RISK SOLUTIONS FL I							
	I-6967963-20230831	AVCC ANNUAL SUBSCRIPTION-PD	E	9/20/2023	515.00		007959		515.00
					*** VENDOR TOTALS ***		1 CHECKS		515.00
009618		LIBRARY IDEAS, LLC							
	I-101595	MISC BOOKS - KL	R	9/18/2023	277.20		245152		
	I-101888	MISC BOOKS - KL	R	9/18/2023	52.13		245152		329.33
					*** VENDOR TOTALS ***		1 CHECKS		329.33
004810		LOGAN CONTRACTORS SUPPLY							
	I-D11424	HAND EDGER -PW	E	9/20/2023	114.80		007929		114.80
					*** VENDOR TOTALS ***		1 CHECKS		114.80
000285		LUBE-TECH & PARTNERS LLC							
	I-3289530	EXHAUST FLUID - FD	E	9/20/2023	264.00		007900		264.00
					*** VENDOR TOTALS ***		1 CHECKS		264.00
002207		MANATTS INC							
	I-5108947	8/11/23 C4WR C20 CL3	E	9/20/2023	1,628.00		007917		
	I-5108968	8/11/23 C4WR C20 CL3	E	9/20/2023	1,776.00		007917		
	I-5109801	8/16/23 C4WR C20 CL3	E	9/20/2023	1,110.00		007917		
	I-5110067	8/18 C4WR C20	E	9/20/2023	942.50		007917		
	I-5110370	8/22/23 C4WR C20	E	9/20/2023	1,087.50		007917		
	I-5110758	8/23 C4WR C20 CL3	E	9/20/2023	610.00		007917		
	I-5110834	8/24 C4WR C20 CL3	E	9/20/2023	1,160.00		007917		
	I-5111215	8/29 C4 WR C20	E	9/20/2023	495.00		007917		8,809.00
					*** VENDOR TOTALS ***		1 CHECKS		8,809.00
008131		MARTIN BROTHERS DISTRIBUTING C							
	I-1132294	FOOD FOR RESALE-CFAC	E	9/20/2023	1,137.21		007947		1,137.21
					*** VENDOR TOTALS ***		1 CHECKS		1,137.21
001799		MARTIN MARIETTA AGGREGATE							
	I-40235738	8/31/23 1" CLEAN	R	9/18/2023	1,162.98		245153		1,162.98
					*** VENDOR TOTALS ***		1 CHECKS		1,162.98
011921		AIMEE MARTIN							
	I-09/2023 STRMWTR	09/2023 STORMWATER BMP RMBSMNT	R	9/18/2023	1,397.50		245154		1,397.50
					*** VENDOR TOTALS ***		1 CHECKS		1,397.50
009346		MARY'S CLEANING CARE INC							
	I-32882	AUGUST CLEANINGS - FD	R	9/18/2023	383.00		245155		
	I-32884	AUGUST CLEANING - PSB	R	9/18/2023	1,190.00		245155		
	I-32885	AUGUST CLEANINGS - PD	R	9/18/2023	2,889.00		245155		
	I-32891	JANITORIAL SUPPLIES - FD	R	9/18/2023	187.00		245155		
	I-32892	JANITORIAL SUPPLIES - PW	R	9/18/2023	187.00		245155		
	I-32893	JANITORIAL SUPPLIES-KL	R	9/18/2023	1,127.00		245155		
	I-32894	JANITORIAL SUPPLIES - PSB	R	9/18/2023	315.00		245155		6,278.00
					*** VENDOR TOTALS ***		1 CHECKS		6,278.00

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002183		MCCLURE ENGINEERING CO							
	I-2022000919-000 #13	PAY 13-STATE ST RECON-SB LANES	R	9/18/2023	3,724.00		245156		
	I-211008-010 #17	PAY 17-18TH ST RECON/ASH/ANKB	R	9/18/2023	68,843.39		245156		72,567.39
					*** VENDOR TOTALS ***		1 CHECKS		72,567.39
000280		MDE INC							
	I-9554	11/1/23-10/31/24 ADORE SFTWARE	R	9/18/2023	866.00		245157		866.00
					*** VENDOR TOTALS ***		1 CHECKS		866.00
001864		MEDIX OCCUPATIONAL HEALTH SERV							
	I-26939	AUG 2023 SERVICES	E	9/20/2023	4,895.74		007912		4,895.74
					*** VENDOR TOTALS ***		1 CHECKS		4,895.74
011543		GARRETT MEINECKE							
	I-08/30/2023	8/30/23 SAFETY BOOTS	E	9/20/2023	140.00		007956		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
004747		MENARDS							
	I-90764	FURRING STRIPS - PD	R	9/18/2023	26.64		245158		
	I-90825	KITCHEN SUPPLIES - FD	R	9/18/2023	4.48		245158		
	I-90951	BUILDING SUPPLIES - FD	R	9/18/2023	333.14		245158		
	I-91011	EXHAUST FLUID/TAPE/WRENCH-MU	R	9/18/2023	85.84		245158		
	I-91017	NOZZLES/MENDER/HOSE HANGER-MU	R	9/18/2023	40.93		245158		
	I-91027	RAGS/TAPE/FLAG- PRSC	R	9/18/2023	207.54		245158		
	I-91050	THROHOLBARKNB/HAMMER-PRSC	R	9/18/2023	27.97		245158		
	I-91051	CAULK GUN - PW	R	9/18/2023	13.28		245158		
	I-91056	FOAM/SHIMS - MU	R	9/18/2023	28.35		245158		
	I-91058	GALVANIZED FITTINGS - MU	R	9/18/2023	5.58		245158		
	I-91175	MORTAR MIX - PW	R	9/18/2023	29.04		245158		
	I-91357 8/29/23	GRASS SEED - MU	R	9/18/2023	59.98		245158		
	I-91405	CLEANER/TOWEL - MU	R	9/18/2023	9.58		245158		
	I-91433	SPOTLIGHT - MU	R	9/18/2023	149.91		245158		1,022.26
					*** VENDOR TOTALS ***		1 CHECKS		1,022.26
007664		MERCY NORTH PHARMACY							
	I-8/24/2023	EMS PHARMACY - FD	R	9/18/2023	1,026.18		245159		1,026.18
					*** VENDOR TOTALS ***		1 CHECKS		1,026.18
001931		METRO WASTE AUTHORITY							
	I-32054891	08/2023 COMMERCIAL	E	9/20/2023	364.04		007914		
	I-32054895	08/2023 COMMERCIAL	E	9/20/2023	560.12		007914		
	I-32054897	08/2023 COMMERCIAL	E	9/20/2023	378.48		007914		
	I-32054987	08/2023 COMMERCIAL	E	9/20/2023	371.26		007914		
	I-32054991	08/2023 COMMERCIAL	E	9/20/2023	471.58		007914		
	I-32055005	08/2023 COMMERCIAL	E	9/20/2023	206.34		007914		
	I-32055084	08/2023 COMMERCIAL	E	9/20/2023	507.30		007914		
	I-32055094	08/2023 COMMERCIAL	E	9/20/2023	358.34		007914		3,217.46
					*** VENDOR TOTALS ***		1 CHECKS		3,217.46

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003479		MID IOWA PETROLEUM EQUIPMENT L							
	I-5332	FUEL STATION REPAIR	E	9/20/2023	7,500.00		007924		7,500.00
					*** VENDOR TOTALS ***		1 CHECKS		7,500.00
000993		MID-IOWA ASSOC OF LOCAL GOVERN							
	I-FY23 GUEST MEALS	FY23 GUEST MEALS	R	9/18/2023	203.04		245160		
	I-FY24 DUES	FY24 MBRSHP DUES/GUEST MEALS	R	9/18/2023	600.00		245160		803.04
					*** VENDOR TOTALS ***		1 CHECKS		803.04
004772		MID-IOWA SOLID WASTE EQUIPMENT							
	I-59254	SEWER MAINT TOOLS - MU	E	9/20/2023	440.24		007928		
	I-59255	VAC TRUCK PARTS - MU	E	9/20/2023	220.26		007928		660.50
					*** VENDOR TOTALS ***		1 CHECKS		660.50
000271		MIDAMERICAN ENERGY COMPANY							
	I-543506776	08/29/23 STATEMENT	E	9/20/2023	59.41		007899		
	I-543525790	08/29/23 STATEMENT	E	9/20/2023	33.56		007899		92.97
					*** VENDOR TOTALS ***		1 CHECKS		92.97
008616		MIDAMERICAN ENERGY COMPANY							
	I-WMIS #2931784	STREETLIGHTS INSTALL	R	9/18/2023	204,116.47		245161		204,116.47
					*** VENDOR TOTALS ***		1 CHECKS		204,116.47
011606		MIDWEST CRITICAL POWER LLC							
	I-1489	FS#3 GEN REPAIRS	R	9/18/2023	8,119.64		245162		
	I-1516	CITY HALL GEN REPAIR	R	9/18/2023	1,310.27		245162		9,429.91
					*** VENDOR TOTALS ***		1 CHECKS		9,429.91
000945		MIDWEST WHEEL COMPANIES							
	I-3365245-00	SHOP SUPPLIES - CG	R	9/18/2023	160.80		245163		160.80
					*** VENDOR TOTALS ***		1 CHECKS		160.80
1		ADATO, ETHAN							
	I-000202309130383	US REFUND	R	9/18/2023	100.00		244994		100.00
1		ALLEN, TERRY & LYNN							
	I-000202309130388	US REFUND	R	9/18/2023	45.26		244995		45.26
1		ANDERSEN, FIONA							
	I-000202309130358	US REFUND	R	9/18/2023	93.71		244996		93.71
1		BARCH, CRAIG							
	I-000202309130395	US REFUND	R	9/18/2023	54.31		244997		54.31

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1		BENISCHEK, DYLAN							
	I-000202309130396	US REFUND	R	9/18/2023	34.21		244998		34.21
1		BERESFORD, BRYNN							
	I-000202309130366	US REFUND	R	9/18/2023	50.69		244999		50.69
1		BORDENARO, TANNER							
	I-000202309130355	US REFUND	R	9/18/2023	24.57		245000		24.57
1		BOUSKA, LINDSEY							
	I-000202309130362	US REFUND	R	9/18/2023	54.47		245001		54.47
1		BUCHWALD, MAKINZIE S							
	I-000202309130356	US REFUND	R	9/18/2023	96.88		245002		96.88
1		BUTLER, VANESSA							
	I-000202309130405	US REFUND	R	9/18/2023	15.60		245003		15.60
1		CHRISTIENSEN, CHRIST							
	I-000202309130343	US REFUND	R	9/18/2023	63.39		245004		63.39
1		COCHRAN, JAY							
	I-000202309130377	US REFUND	R	9/18/2023	93.39		245005		93.39
1		CUNNINGHAM, DEREK							
	I-000202309130384	US REFUND	R	9/18/2023	49.98		245006		49.98
1		DANIELS, CRAIG							
	I-000202309130403	US REFUND	R	9/18/2023	81.29		245007		81.29
1		DECKER, ZOE							
	I-000202309130353	US REFUND	R	9/18/2023	53.01		245008		53.01
1		ERICKSON, ALAN							
	I-000202309130378	US REFUND	R	9/18/2023	30.03		245009		30.03
1		EVERSON, DEANNA							
	I-000202309130393	US REFUND	R	9/18/2023	65.09		245010		65.09
1		FERNANDEZ, CHARLES							
	I-000202309130408	US REFUND	R	9/18/2023	93.39		245011		93.39
1		FIELDS, TESSA							
	I-000202309130391	US REFUND	R	9/18/2023	47.90		245012		47.90

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1		FRUENDT, JASON							
	I-000202309130342	US REFUND	R	9/18/2023	51.48		245013		51.48
1		GABEL, DANNY							
	I-000202309130400	US REFUND	R	9/18/2023	24.86		245014		24.86
1		GARDNER, CHLOE							
	I-000202309130347	US REFUND	R	9/18/2023	51.49		245015		51.49
1		GARTON, MILOS							
	I-000202309130369	US REFUND	R	9/18/2023	59.88		245016		59.88
1		GORDON, JAMES							
	I-000202309130412	US REFUND	R	9/18/2023	89.64		245017		89.64
1		GUDINO, LUZ							
	I-000202309130370	US REFUND	R	9/18/2023	47.44		245018		47.44
1		GUTCHER, NANCY							
	I-000202309130368	US REFUND	R	9/18/2023	33.00		245019		33.00
1		HAMPEL, DAKOTA							
	I-000202309130386	US REFUND	R	9/18/2023	51.87		245020		51.87
1		HANSEN, OLIVIA							
	I-000202309130365	US REFUND	R	9/18/2023	58.11		245021		58.11
1		HARNEY, JOEL R							
	I-000202309130392	US REFUND	R	9/18/2023	98.67		245022		98.67
1		HENDRICKS, JEFF							
	I-000202309130371	US REFUND	R	9/18/2023	63.58		245023		63.58
1		HERINK, NIKI							
	I-000202309130409	US REFUND	R	9/18/2023	52.61		245024		52.61
1		HICKS, JOSH							
	I-000202309130344	US REFUND	R	9/18/2023	46.51		245025		46.51
1		HUGHES, LOGAN							
	I-000202309130407	US REFUND	R	9/18/2023	100.00		245026		100.00
1		HUSS, TRENT							
	I-000202309130367	US REFUND	R	9/18/2023	41.90		245027		41.90

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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		HYNDMAN, MURIEL							
	I-000202309130361	US REFUND	R	9/18/2023	45.61		245028		45.61
1		JENKINS, NOAH							
	I-000202309130381	US REFUND	R	9/18/2023	83.77		245029		83.77
1		KAPUSTKA, JACOB							
	I-000202309130348	US REFUND	R	9/18/2023	86.39		245030		86.39
1		KARDELIS, MOLLY							
	I-000202309130379	US REFUND	R	9/18/2023	61.03		245031		61.03
1		KASHANI, SEYEDMOHAMM							
	I-000202309130359	US REFUND	R	9/18/2023	56.66		245032		56.66
1		KEPHART, NICOLE & NO							
	I-000202309130399	US REFUND	R	9/18/2023	97.35		245033		97.35
1		KNOX, ZACHARY							
	I-000202309130350	US REFUND	R	9/18/2023	48.04		245034		48.04
1		LEE, QUENTIN							
	I-000202309130390	US REFUND	R	9/18/2023	63.76		245035		63.76
1		LLOYD, HUNTER							
	I-000202309130360	US REFUND	R	9/18/2023	45.11		245036		45.11
1		LOSH, CARTER							
	I-000202309130401	US REFUND	R	9/18/2023	12.61		245037		12.61
1		LOYA, ABBY							
	I-000202309130406	US REFUND	R	9/18/2023	22.20		245038		22.20
1		MCGEEHAN, AIDAN							
	I-000202309130341	US REFUND	R	9/18/2023	63.84		245039		63.84
1		MOSS, KOBE							
	I-000202309130363	US REFUND	R	9/18/2023	63.60		245040		63.60
1		MOZER INC							
	I-000202309130411	US REFUND	R	9/18/2023	23.63		245041		23.63
1		MURRAY, NATILIE							
	I-000202309130351	US REFUND	R	9/18/2023	64.35		245042		64.35

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1		OVERTON, BRANDON							
	I-000202309130364	US REFUND	R	9/18/2023	52.40		245043		52.40
1		OVERTON, ERIN							
	I-000202309130382	US REFUND	R	9/18/2023	63.94		245044		63.94
1		PALMER, CHRISTINA							
	I-000202309130397	US REFUND	R	9/18/2023	58.26		245045		58.26
1		PATTELLI, MATTHEW							
	I-000202309130410	US REFUND	R	9/18/2023	94.72		245046		94.72
1		PETERSON, DAVID							
	I-000202309130394	US REFUND	R	9/18/2023	56.99		245047		56.99
1		PRUITT, JORDAN							
	I-000202309130354	US REFUND	R	9/18/2023	53.17		245048		53.17
1		REWERTS, ERIN							
	I-000202309130385	US REFUND	R	9/18/2023	40.72		245049		40.72
1		RIDLEN, SAMANTHA							
	I-000202309130357	US REFUND	R	9/18/2023	57.36		245050		57.36
1		RIGGS, JASON							
	I-000202309130373	US REFUND	R	9/18/2023	9.15		245051		9.15
1		SIMMS, ROSS							
	I-000202309130387	US REFUND	R	9/18/2023	97.46		245052		97.46
1		SIMONI, ABIGALE							
	I-000202309130352	US REFUND	R	9/18/2023	75.71		245053		75.71
1		SKEEN, ANDREW							
	I-000202309130398	US REFUND	R	9/18/2023	100.00		245054		100.00
1		SOLHEIM, NOAH							
	I-000202309130389	US REFUND	R	9/18/2023	65.09		245055		65.09
1		SRIVIBOON, AMORIA							
	I-000202309130349	US REFUND	R	9/18/2023	52.37		245056		52.37
1		SUAREZ, LORENA & OMA							
	I-000202309130374	US REFUND	R	9/18/2023	49.40		245057		49.40

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1		TITUS, TYLER							
	I-000202309130375	US REFUND	R	9/18/2023	59.28		245058		59.28
1		TRAU, ANDREW							
	I-000202309130380	US REFUND	R	9/18/2023	60.22		245059		60.22
1		VINCENT, COLLEEN							
	I-000202309130404	US REFUND	R	9/18/2023	71.34		245060		71.34
1		VOAKLANDER, HALEY							
	I-000202309130376	US REFUND	R	9/18/2023	39.35		245061		39.35
1		VORASITH, PAUL							
	I-000202309130346	US REFUND	R	9/18/2023	28.87		245062		28.87
1		WARNER, BENJAMIN							
	I-000202309130345	US REFUND	R	9/18/2023	52.03		245063		52.03
1		WILSON, COURTNEY							
	I-000202309130402	US REFUND	R	9/18/2023	49.64		245064		49.64
1		YOUNG, BRYCE							
	I-000202309130372	US REFUND	R	9/18/2023	59.33		245065		59.33
					*** VENDOR TOTALS ***		72 CHECKS		4,202.96
007463		MJ PROPERTIES							
	I-RES#2014-424 RI	SDWK OVRSZG-EST PT-P1 REISSUE	R	9/18/2023	950.25		245164		950.25
					*** VENDOR TOTALS ***		1 CHECKS		950.25
003162		SID TOOL CO. INC							
	I-68077127	PIPE - MU	R	9/18/2023	162.70		245165		162.70
					*** VENDOR TOTALS ***		1 CHECKS		162.70
002032		MUNICIPAL COLLECTIONS OF AMERI							
	I-60960	08/23 COLLECTION FEES	R	9/18/2023	303.93		245166		
	I-60961	08/23 COLLECTION FEES-OLD	R	9/18/2023	25.00		245166		
	I-60962	08/23 COLLECTION FEES	R	9/18/2023	23.00		245166		
	I-60963	08/23 COLLECTION FEES	R	9/18/2023	16.60		245166		368.53
					*** VENDOR TOTALS ***		1 CHECKS		368.53
006750		MUNICIPAL PIPE TOOL							
	I-33863	INCANDESCENT KIT/LENS - MU	R	9/18/2023	501.16		245167		501.16
					*** VENDOR TOTALS ***		1 CHECKS		501.16

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000350		MUNICIPAL SUPPLY INC							
	I-0880062-IN	FRAME/CURB/GRATE/ADHSV-PW	R	9/18/2023	719.58		245168		
	I-0882959-IN	METERS - MU	R	9/18/2023	4,275.00		245168		
	I-0882960-IN	DISTRIBUTION PARTS - MU	R	9/18/2023	94.40		245168		5,088.98
					*** VENDOR TOTALS ***		1 CHECKS		5,088.98
009252		LAURA MYERS							
	I-23-03	POLYGRAPH EXAMS - POLICE	R	9/18/2023	1,400.00		245169		1,400.00
					*** VENDOR TOTALS ***		1 CHECKS		1,400.00
003057		NAPA AUTO PARTS							
	C-2986-720042	CR: UNIT #609 CORE DEPOSIT	R	9/18/2023	44.00CR		245170		
	C-2986-720385	CR: PANEL FILTER - CG	R	9/18/2023	22.41CR		245170		
	I-2986-719454	UNIT #906 CONSOLE LID	R	9/18/2023	136.98		245170		
	I-2986-719736	UNIT #906 PARTS	R	9/18/2023	26.99		245170		
	I-2986-720260	DRY OIL - FD	R	9/18/2023	279.80		245170		
	I-2986-720359	AIR FILTER - CG	R	9/18/2023	22.41		245170		
	I-2986-720435	NITRILE GLOVES - CG	R	9/18/2023	44.97		245170		
	I-2986-720599	BLOW GUN - CG	R	9/18/2023	53.98		245170		
	I-2986-720645	OIL/AIR FILTERS - CG	R	9/18/2023	124.39		245170		
	I-2986-720728	HOSE FITTINGS - CG	R	9/18/2023	60.08		245170		
	I-2986-720736	UNIT #94 PARTS	R	9/18/2023	9.29		245170		
	I-2986-720770	UNIT #94 PARTS	R	9/18/2023	42.92		245170		
	I-2986-720812	OIL FILTERS - CG	R	9/18/2023	17.04		245170		
	I-2986-720851	UNIT #274 AIR FILTER	R	9/18/2023	18.00		245170		
	I-2986-720877	FUEL FILTER - CG	R	9/18/2023	29.87		245170		
	I-2986-721012	UNIT #221 OIL/FUEL/AIR FILTER	R	9/18/2023	138.36		245170		
	I-3851-511362	NYLONG TUBES - MU	R	9/18/2023	18.00		245170		956.67
					*** VENDOR TOTALS ***		1 CHECKS		956.67
003164		NILLES ASSOCIATES INC							
	I-22017.05 #5	PAY 5-NE CRSTMR SAN SWR REP	E	9/20/2023	31,955.00		007921		
	I-23035 #1	PAY 1-VNTGE PK N LAKE/SYLR CRK	E	9/20/2023	37,777.25		007921		69,732.25
					*** VENDOR TOTALS ***		1 CHECKS		69,732.25
003727		ODP BUSINESS SOLUTIONS, LLC							
	C-327383419001	CR: RECEIPT PAPER - CLERK	R	9/18/2023	4.53CR		245171		
	I-321355887001	PAPER/THERMAL/PENS-CH	R	9/18/2023	87.19		245171		
	I-324968548001	OFFICE SUPPLIES - PSB	R	9/18/2023	116.64		245171		
	I-327069150001	OFFICE SUPPLIES - PSB	R	9/18/2023	126.55		245171		
	I-327405584001	INK CARTRIDGES - MU	R	9/18/2023	123.70		245171		
	I-328208983001	TONER/TAPE - OC PRO	R	9/18/2023	71.60		245171		
	I-328780663001	CLEANER/BATS/MKRS/PAPER-KL	R	9/18/2023	339.24		245171		
	I-329257095001	STAPLES - FINANCE	R	9/18/2023	2.64		245171		
	I-329263605001	PAPER - WATER CUST SVC	R	9/18/2023	72.74		245171		
	I-329458152001	PAPER/PLATES/CUPS - CH	R	9/18/2023	75.44		245171		
	I-329468985001	STAPLES - CH	R	9/18/2023	5.99		245171		
	I-329468986001	TOILET PLUNGER - CH	R	9/18/2023	17.97		245171		
	I-329493652001	MARKER/ERASER/BINDER - CH	R	9/18/2023	27.52		245171		1,062.69
					*** VENDOR TOTALS ***		1 CHECKS		1,062.69

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009363		ON-TRACK CONSTRUCTION LLC							
	I-PAY 5-NTHLWN UTLTY	PAY 5-NW NTHLWN UTLTY IMP-PH2	R	9/18/2023	213,542.42		245172		213,542.42
					*** VENDOR TOTALS ***		1 CHECKS		213,542.42
007878		OVERDRIVE INC							
	I-06497CO23302523	MULTIMEDIA - KL	E	9/20/2023	585.45		007945		
	I-06497CO23312616	MULTIMEDIA - KL	E	9/20/2023	22.50		007945		
	I-06497CO23313457	MULTIMEDIA - KL	E	9/20/2023	839.28		007945		1,447.23
					*** VENDOR TOTALS ***		1 CHECKS		1,447.23
004205		P F PETTIBONE & CO							
	I-184339	SGT CHEVRONS -PD	R	9/18/2023	340.80		245173		340.80
					*** VENDOR TOTALS ***		1 CHECKS		340.80
002717		PEPSI-COLA METROPOLITAN BOTTLI							
	I-19000855	BEVERAGES FOR RESALE-OC	E	9/20/2023	687.59		007919		
	I-19127506	BEVERAGES FOR RESALE - OC	E	9/20/2023	458.98		007919		1,146.57
					*** VENDOR TOTALS ***		1 CHECKS		1,146.57
009158		PERFORMANCE FOODSERVICE - THOM							
	C-7333981	CR: FOOD FOR RESALE TIN CUP	R	9/18/2023	24.67CR		245174		
	C-7344772	CR: FOOD FOR RESALE TIN CUP	R	9/18/2023	26.61CR		245174		
	C-7347061	FOOD FOR RESALE TIN CUP	R	9/18/2023	24.13CR		245174		
	C-7350956	CR: FOOD FOR RESALE TIN CUP	R	9/18/2023	27.57CR		245174		
	I-7372186	FOOD FOR RESALE TIN CUP	R	9/18/2023	1,523.90		245174		
	I-7378374	FOOD FOR RESALE TIN CUP	R	9/18/2023	1,680.01		245174		3,100.93
					*** VENDOR TOTALS ***		1 CHECKS		3,100.93
000384		PITNEY BOWES INC							
	I-3317932933	07/01/23-9/30/23 RENTAL-CH	E	9/20/2023	409.02		007901		409.02
					*** VENDOR TOTALS ***		1 CHECKS		409.02
003387		PJ IOWA LC PAPA JOHN'S PIZZA							
	I-159803	8/17 PIZZA CFAC	R	9/18/2023	90.00		245175		
	I-159804	8/17 PIZZA CFAC	R	9/18/2023	97.50		245175		
	I-159805	8/18 PIZZA CFAC	R	9/18/2023	17.50		245175		
	I-159806	8/18/23 PIZZA CFAC	R	9/18/2023	67.50		245175		
	I-159807	8/19 PIZZA CFAC	R	9/18/2023	120.00		245175		
	I-159808	8/19 PIZZA CFAC	R	9/18/2023	60.00		245175		
	I-159809	8/20 PIZZA CFAC	R	9/18/2023	135.00		245175		
	I-159810	8/20 PIZZA CFAC	R	9/18/2023	97.50		245175		
	I-159811	8/21 PIZZA CFAC	R	9/18/2023	127.50		245175		
	I-159812	8/21 PIZZA CFAC	R	9/18/2023	97.50		245175		
	I-159813	8/22 PIZZA CFAC	R	9/18/2023	120.00		245175		
	I-159815	8/22 PIZZA CFAC	R	9/18/2023	135.00		245175		
	I-159822	8/26 PIZZA CFAC	R	9/18/2023	120.00		245175		
	I-159823	8/26 PIZZA CFAC	R	9/18/2023	67.50		245175		
	I-159824	8/27 PIZZA CFAC	R	9/18/2023	112.50		245175		

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	I-159830	9/7 PIZZA HAWKEYE	R	9/18/2023	7.50		245175		
	I-165524	8/14/23 PIZZA CFAC	R	9/18/2023	45.00		245175		
	I-165526	8/15 PIZZA CFAC	R	9/18/2023	67.50		245175		
	I-165527	8/15 PIZZA CFAC	R	9/18/2023	37.50		245175		
	I-165529	8/16 PIZZA CFAC	R	9/18/2023	97.50		245175		
	I-165530	8/16 PIZZA CFAC	R	9/18/2023	82.50		245175		
	I-165531	8/16 PIZZA CFAC	R	9/18/2023	52.50		245175		
	I-165533	08/30 PIZZA HAWKEYE	R	9/18/2023	15.00		245175		
	I-165534	9/1 PIZZA CFAC	R	9/18/2023	112.50		245175		
	I-165535	9/2 PIZZA CFAC	R	9/18/2023	97.50		245175		
	I-165536	9/3 PIZZA CFAC	R	9/18/2023	135.00		245175		
	I-165538	9/3 PIZZA CFAC	R	9/18/2023	105.00		245175		
	I-165539	9/3 PIZZA CFAC	R	9/18/2023	97.50		245175		
	I-165540	9/3 PIZZA CFAC	R	9/18/2023	82.50		245175		
	I-165541	9/4 PIZZA CFAC	R	9/18/2023	135.00		245175		
	I-165542	9/4 PIZZA CFAC	R	9/18/2023	112.50		245175		
	I-165543	9/4 PIZZA CFAC	R	9/18/2023	90.00		245175		
	I-165544	9/4 PIZZA CFAC	R	9/18/2023	90.00		245175		
	I-165545	9/4 PIZZA CFAC	R	9/18/2023	105.00		245175		
	I-165548	8/6 PIZZA HAWKEYE	R	9/18/2023	7.50		245175		
	I-165549	9/4 PIZZA CFAC	R	9/18/2023	45.00		245175		3,085.00
					*** VENDOR TOTALS ***		1 CHECKS		3,085.00
011708		PLAYAWAY PRODUCTS LLC							
	I-439246	MULTIMEDIA - KL	E	9/20/2023	90.94		007961		
	I-439596	MULTIMEDIA - KL	E	9/20/2023	463.44		007961		
	I-440124	MULTIMEDIA-KL	E	9/20/2023	512.93		007961		1,067.31
					*** VENDOR TOTALS ***		1 CHECKS		1,067.31
011897		POLK COUNTY AUDITOR'S OFFICE							
	I-11386	8/23 BLOOD DRAWS	R	9/18/2023	300.00		245177		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
009386		POMP'S TIRE SERVICE, INC							
	I-1400118623	STEER TIRES UNIT 277	E	9/20/2023	1,652.50		007953		
	I-1400119970	UNIT #84 TIRES	E	9/20/2023	118.26		007953		
	I-1400119990	UNIT #724 TIRES	E	9/20/2023	600.28		007953		2,371.04
					*** VENDOR TOTALS ***		1 CHECKS		2,371.04
002713		PROTEX CENTRAL INC							
	I-144882	FIRE ALARM INSTALL-PRSC	R	9/18/2023	250.00		245178		250.00
					*** VENDOR TOTALS ***		1 CHECKS		250.00

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006757		QUALITY STRIPING INC							
	I-8120	PAVEMENT MARKINGS-WTRBRNE	E	9/20/2023	10,656.29		007940		
	I-8273	CROSSWALK MARKINGS	E	9/20/2023	30,156.82		007940		40,813.11
					*** VENDOR TOTALS ***		1 CHECKS		40,813.11
006390		QUILL CORPORATION							
	I-34078372	BIC ROUNDSTIC BP MED BLK -P&R	R	9/18/2023	12.74		245179		
	I-34129946	TISSUE FACIAL KLEENX-P&R	R	9/18/2023	232.16		245179		244.90
					*** VENDOR TOTALS ***		1 CHECKS		244.90
005557		RACOM CORPORATION							
	I-RI-230372	P25 ACCESS/BEON ACCESS - FD	E	9/20/2023	2,015.25		007935		
	I-RI-230378	P25 ACCESS - PD	E	9/20/2023	2,612.73		007935		4,627.98
					*** VENDOR TOTALS ***		1 CHECKS		4,627.98
003538		GET SOME GUNS, LLC							
	I-1341	UNIFORMS - PD	R	9/18/2023	588.74		245180		588.74
					*** VENDOR TOTALS ***		1 CHECKS		588.74
008509		REDBUD LLC							
	I-671	RETAINING WALL REPAIR	R	9/18/2023	2,750.63		245181		2,750.63
008509		REDBUD LLC							
	I-785	BIORETENTION CELL MAINT.	R	9/18/2023	1,300.00		245182		1,300.00
					*** VENDOR TOTALS ***		2 CHECKS		4,050.63
008276		RELIANT FIRE APPARATUS INC							
	I-5WI000327	AERIAL REPAIRS	R	9/18/2023	5,138.76		245183		
	I-5WI000351	TRUCK REPAIRS - FD	R	9/18/2023	1,405.27		245183		6,544.03
					*** VENDOR TOTALS ***		1 CHECKS		6,544.03
001985		RIDD X PEST CONTROL							
	I-64699	CICADA KILLER - PRSC	E	9/20/2023	289.00		007915		
	I-64914	WASP CONTROL - CFAC	E	9/20/2023	119.00		007915		
	I-64918	PEST CONTROL SERVICES - PSB	E	9/20/2023	119.00		007915		
	I-64919	08/2023 PEST CONTROL	E	9/20/2023	1,871.00		007915		2,398.00
					*** VENDOR TOTALS ***		1 CHECKS		2,398.00
003999		RINGCENTRAL INC							
	I-CD_000647915	08/26/23-09/25/23 STATEMENT	E	9/20/2023	5,589.10		007925		5,589.10
					*** VENDOR TOTALS ***		1 CHECKS		5,589.10
006802		ROMTEC INC							
	I-INV1187 #3	PAY 3-MIDWAY PARK RR CONST	E	9/20/2023	43,222.22		007942		43,222.22
					*** VENDOR TOTALS ***		1 CHECKS		43,222.22

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
009430		ROSS CHEMICAL SYSTEMS INC							
	I-16629	BUILDING SUPPLIES - FD	R	9/18/2023	560.60		245184		560.60
					*** VENDOR TOTALS ***		1 CHECKS		560.60
006366		ROTELLA'S ITALIAN BAKERY INC							
	I-AB3644	FOOD FOR RESALE - OC	E	9/20/2023	65.80		007938		
	I-Z12543	FOOD FOR RESALE - OC	E	9/20/2023	61.82		007938		
	I-Z15355	FOOD FOR RESALE - OC	E	9/20/2023	116.46		007938		
	I-Z18551	FOOD FOR RESALE - OC	E	9/20/2023	127.62		007938		371.70
					*** VENDOR TOTALS ***		1 CHECKS		371.70
005570		SANDRY FIRE SUPPLY LLC							
	I-INV-028946	GEAR AND BOOTS-FD	E	9/20/2023	4,990.00		007936		
	I-INV-030108	SHIP ENTRY TOOLS - PATROL CARS	E	9/20/2023	11,266.00		007936		16,256.00
					*** VENDOR TOTALS ***		1 CHECKS		16,256.00
003482		SCOTT'S AUTO GLASS							
	I-37493	UNIT #64 REPAIRS	R	9/18/2023	465.00		245185		465.00
					*** VENDOR TOTALS ***		1 CHECKS		465.00
001308		CRAIG SEARS							
	I-07/2023 BOOTS	7/23 BOOT REIMBURSEMENT	R	9/18/2023	140.00		245186		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
001103		SHRED-IT							
	I-8004619038	08/17/2023 SERVICE -PD	R	9/18/2023	65.83		245187		65.83
					*** VENDOR TOTALS ***		1 CHECKS		65.83
001923		LOCAL GOVERNMENT PROFESSIONAL							
	I-2023-IC-0339	08/2023 SUPPLEMENT	E	9/20/2023	208.00		007913		208.00
					*** VENDOR TOTALS ***		1 CHECKS		208.00
003348		SMITH'S SEWER SERVICE INC							
	I-442551	SEWER TELEVISING	R	9/18/2023	11,787.93		245188		
	I-442594	JET CLEAN/HYDRO JET - SW	R	9/18/2023	812.50		245188		12,600.43
					*** VENDOR TOTALS ***		1 CHECKS		12,600.43
011910		IDSC HOLDINGS LLC DBA: SNAP-ON							
	I-ARV/58532117	SCAN TOOL FOR AUTMOTIVE	E	9/20/2023	5,943.91		007966		5,943.91
					*** VENDOR TOTALS ***		1 CHECKS		5,943.91
000990		SNYDER & ASSOCIATES INC							
	I-120.0274.01A-4	HTT - LANDSCAPING	E	9/20/2023	920.00		007909		
	I-122.1518.01-4	SURVEY SERVICES - TRFC	E	9/20/2023	921.03		007909		1,841.03
					*** VENDOR TOTALS ***		1 CHECKS		1,841.03

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011744		STEPHEN KIRKPATRICK SPORER							
	I-08/26/2023 YOGA	8/26/23 YOGA	R	9/18/2023	25.00		245189		25.00
					*** VENDOR TOTALS ***		1 CHECKS		25.00
004989		STANARD & ASSOCIATES INC							
	I-SA000055225	POLICE POST TESTS -HR	R	9/18/2023	257.50		245190		257.50
					*** VENDOR TOTALS ***		1 CHECKS		257.50
004250		GL DODGE CITY LLC							
	I-169942	FY23 DEV ENG TRUCK	R	9/18/2023	35,460.50		245191		35,460.50
					*** VENDOR TOTALS ***		1 CHECKS		35,460.50
004406		STORAGE & DESIGN GROUP							
	I-14813	LOCKERS-CG	E	9/20/2023	1,175.00		007926		1,175.00
					*** VENDOR TOTALS ***		1 CHECKS		1,175.00
005956		GARRON STRATTON							
	I-07/12/23-08/23/23	07/23-08/23 TUITION	E	9/20/2023	150.00		007968		150.00
					*** VENDOR TOTALS ***		1 CHECKS		150.00
001859		SVPA ARCHITECTS INC.							
	I-PAY 5-FIRE STN #4	PAY 5-FIRE STATION #4	R	9/18/2023	30,988.98		245192		30,988.98
					*** VENDOR TOTALS ***		1 CHECKS		30,988.98
001814		SWANK MOTION PICTURES INC							
	I-DB 3426842	7/28/2023 MONSTERS IN	E	9/20/2023	450.00		007911		450.00
					*** VENDOR TOTALS ***		1 CHECKS		450.00
011545		SSCW FIRE & SAFETY INC.							
	I-21480	ANSUL SYSTEM INSPECTION - FS#3	E	9/20/2023	290.00		007957		
	I-21482	ANSUL SYSTEM INSPECTION - FD	E	9/20/2023	290.00		007957		580.00
					*** VENDOR TOTALS ***		1 CHECKS		580.00
000124		SYSCO IOWA INC							
	C-339189472	CR: FOOD FOR RESALE - OC	R	9/18/2023	17.95CR		245193		
	C-339213348	CR: FOOD FOR RESALE - OC	R	9/18/2023	43.69CR		245193		
	C-339214609	CR: FOOD FOR RESALE -OC	R	9/18/2023	48.95CR		245193		
	I-339211006	FOOD FOR RESALE -CFAC	R	9/18/2023	167.92		245193		
	I-339218998	FOOD FOR RESALE -OC	R	9/18/2023	724.33		245193		
	I-339219981	FOOD FOR RESALE-OC	R	9/18/2023	230.55		245193		
	I-339224125	FOOD FOR RESALE - OC	R	9/18/2023	659.47		245193		
	I-339227338	FOOD FOR RESALE-OC	R	9/18/2023	103.84		245193		1,775.52
					*** VENDOR TOTALS ***		1 CHECKS		1,775.52

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010068		T-MOBILE USA INC							
	I-8/21/2023	7/21/23-8/20/23 STATEMENT	R	9/18/2023	3,017.30		245194		3,017.30
					*** VENDOR TOTALS ***		1 CHECKS		3,017.30
008966		THE BUSINESS LETTER INC							
	I-76329	IMPRINT FOLDERS - PD	R	9/18/2023	965.00		245195		965.00
					*** VENDOR TOTALS ***		1 CHECKS		965.00
011578		THE CONDOS AT DELAWARE PARK OW							
	I-09/2023 LANDSCAPE	09/2023 LANDSCAPE/LAND IMP	R	9/18/2023	500.00		245196		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
011820		CATHARINA TIBBLES							
	I-08/23-09/23 YOGA	8/12 AND 9/2 YOGA IN THE PARK	R	9/18/2023	50.00		245197		50.00
					*** VENDOR TOTALS ***		1 CHECKS		50.00
004907		TK CONCRETE INC							
	I-PAY5FNL-23STPTCH	PAY 5 FINAL 2023 PCC ST PTCHNG	R	9/18/2023	40,119.92		245198		40,119.92
004907		TK CONCRETE INC							
	I-RTNG-23STPTCHNG	RTNG-2023 PCC STREET PATCHING	R	9/18/2023	42,581.13		245199		42,581.13
					*** VENDOR TOTALS ***		2 CHECKS		82,701.05
000444		TOMPKINS INDUSTRIES INC							
	I-405535544	EQUIPMENT PARTS - MU	E	9/20/2023	15.46		007903		15.46
					*** VENDOR TOTALS ***		1 CHECKS		15.46
004343		TRACTOR SUPPLY COMPANY							
	I-100369445	RUBBER BOOTS - PW	R	9/18/2023	159.99		245200		159.99
					*** VENDOR TOTALS ***		1 CHECKS		159.99
006765		TRAFFIC CONTROL CORPORATION							
	I-145830	VISION COMM MANAGER	E	9/20/2023	4,750.00		007941		4,750.00
					*** VENDOR TOTALS ***		1 CHECKS		4,750.00
000465		TREASURER STATE OF IOWA							
	I-09/12/2023	MONTHLY SALES & EXCISE TAX	D	9/12/2023	175,570.81		002308		175,570.81
					*** VENDOR TOTALS ***		1 CHECKS		175,570.81
011362		DUSTIN MICHELSON							
	I-3203	TREE REMOVAL - PW	E	9/20/2023	19,700.00		007971		19,700.00
					*** VENDOR TOTALS ***		1 CHECKS		19,700.00

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011356		TREEHUGGER COMPLETE TREE CARE							
	I-01877-I	SW SIDE TREE CONTRACT	R	9/18/2023	26,500.00		245201		26,500.00
					*** VENDOR TOTALS ***		1 CHECKS		26,500.00
011455		TRIVISTA COMPANIES INC							
	I-XA100009814:02	UNIT #277 PARTS	R	9/18/2023	609.71		245202		
	I-XA100010092:01	UNIT #277 PARTS	R	9/18/2023	30.52		245202		640.23
					*** VENDOR TOTALS ***		1 CHECKS		640.23
000468		TRUCK EQUIPMENT INC							
	I-311520	BUTTON HEAD POWABOOM CNTRL	E	9/20/2023	35.24		007904		35.24
					*** VENDOR TOTALS ***		1 CHECKS		35.24
004516		ST LUKE'S HEALTH RESOURCES							
	I-194531	AUG 2023 RANDOM TESTING	R	9/18/2023	606.00		245203		606.00
					*** VENDOR TOTALS ***		1 CHECKS		606.00
005813		EXECUTIVE SERVICES INC							
	I-81228	ENVELOPES - PSB	E	9/20/2023	187.54		007937		
	I-81352	BUSINESS CARDS-T. HOOD	E	9/20/2023	52.70		007937		240.24
					*** VENDOR TOTALS ***		1 CHECKS		240.24
002135		UPHDM OCCUPATIONAL MEDICINE							
	I-193068	AUG 2023 SERVICES	R	9/18/2023	1,562.75		245204		1,562.75
					*** VENDOR TOTALS ***		1 CHECKS		1,562.75
002646		UPS STORE							
	I-8/29/2023	GROUND COMMERCIAL #123	R	9/18/2023	56.71		245205		56.71
					*** VENDOR TOTALS ***		1 CHECKS		56.71
011876		HD SUPPLY, INC.							
	I-INV00113642	CHEMICALS - MU	E	9/20/2023	541.20		007963		541.20
					*** VENDOR TOTALS ***		1 CHECKS		541.20
005012		VAN-WALL EQUIPMENT INC							
	I-5987014	RUBBER BUFERS - FS#1	E	9/20/2023	44.52		007931		
	I-5996461	SAW REPAIRS - PW	E	9/20/2023	206.75		007931		251.27
					*** VENDOR TOTALS ***		1 CHECKS		251.27
002569		WASTE CONNECTIONS INC							
	I-3554874T071	9/1-9/30/23 SVCS - CH	R	9/18/2023	65.34		245206		
	I-3554876T071	9/1-9/30/23 SVCS - FS#2	R	9/18/2023	63.25		245206		
	I-3554878T071	9/1-9/30/23 SVCS - FS#3	R	9/18/2023	63.25		245206		191.84
					*** VENDOR TOTALS ***		1 CHECKS		191.84

VENDOR SET: 01 City of Ankeny
BANK: APFNB FIRST NATIONAL BANK AMES
DATE RANGE: 9/08/2023 THRU 9/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008820	SIOUXLAND TURF PRODUCTS INC							
I-185097	WETTING AGENT-PRSC	E	9/20/2023	3,762.00		007948		3,762.00
				*** VENDOR TOTALS ***		1 CHECKS		3,762.00

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	212		6,275,653.57	0.00	6,275,653.57
HAND CHECKS:	0		0.00	0.00	0.00
DRAFTS:	1		175,570.81	0.00	175,570.81
EFT:	82		485,952.96	0.00	485,952.96
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00		
		VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APFNB TOTALS:	295	6,937,177.34	0.00	6,937,177.34
BANK: APFNB TOTALS:	295	6,937,177.34	0.00	6,937,177.34
REPORT TOTALS:	295	6,937,177.34	0.00	6,937,177.34

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Finance	Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to sign Memorandum of Understanding for participation in the Setoff Program with the Iowa Department of Revenue.

EXECUTIVE SUMMARY:

Effective November 13, 2023, the State of Iowa Setoff Program will be administered by the Iowa Department of Revenue (IDR) instead of the Department of Administrative Services. In order for the City of Ankeny to continue to participate in the Setoff Program, we are directed to submit a Memorandum of Understanding (MOU) with the IDR.

This program is a successful method used by the State of Iowa to collect qualified debt owed to the state of Iowa or a political subdivision of the state, including the City of Ankeny. This in accordance with Chapter 8A.504 of the Code of Iowa. The majority of collected debt come from tax refunds, lottery winnings and casino winnings. The benefit to the City of Ankeny is we are able to receive funds owed to us that we might not otherwise have a means of collecting.

FISCAL IMPACT: **Yes**

The City of Ankeny receives approximately $77,000 annually from the State of Iowa Setoff Program.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends signing the MOU between the IDR and the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF REVENUE AND City of Ankeny REGARDING STATE SETOFF PROGRAM

ARTICLE I
PURPOSE

1.1 The purpose of this memorandum of understanding ("Agreement") is to define the terms and conditions of [City of Ankeny] ("Participating Agency")'s participation in the State Setoff Program ("Program"), as administered by the Iowa Department of Revenue ("IDR"). Participating Agency and IDR may individually be referred to as a "Party", or collectively as "Parties".

ARTICLE II
DEFINITIONS & AUTHORITY

2.1 **Definitions.**

2.1.1 "Credit Vendor" means an agency or entity who submits funds to the Program.

2.1.2 "Data" means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.

2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).

2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.

2.1.3 "Debt" means any amount, as measured in money, owed to a Public Agency.

2.1.4 "Debt Portal" means the online system through which the Participating Agency will administer its Debt.

2.1.5 "Debt Type" means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.

2.1.6 "Obligor" means as defined in Iowa Code 421.65(1)(a).

2.1.7 "Obligor Directory Information" means the Obligor's Name, Address, Phone Number, and Email Address.

2.1.8 "Obligor Information" means any information regarding the Obligor required by IDR, including "Obligor Directory Information".

2.1.9 "Participating Agency" means a Public Agency or the Iowa Judicial Branch ("IJB"), that has entered into an agreement with IDR to participate in the State Setoff Program.

2.1.10 "Public Agency" means as defined in Iowa Code 421.65(1)(b).

2.1.11 "Public Payment" means as defined in Iowa Code section 421.65(1)(c).

2.1.12 "Qualifying Debt" means as defined in Iowa Code section 421.65(1)(d).

2.1.13 "Setoff Fee", as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.

2.1.14 "State Setoff Program" or the "Program" means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.

2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.

2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.

2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.

2.2 **Legal Authority**. This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

ARTICLE III
PROGRAM PARAMETERS

3.1 **Program Admission.**

3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.

3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.

3.1.3 Contact Persons.

3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.

3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.

3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.

3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.

3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.

3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 **Prior to Submission of Debt.**

3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.

3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.

3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.

3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.

3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 **Submission of Debt.**

3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.

3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.

3.3.3 **Character of Debt**.

3.3.3.1 The Debt must be Qualifying Debt.

3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.

3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.

3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.

3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).

3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.

3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.

3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.

3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.

3.4 **Setoff Procedure.**

3.4.1 Debt will be setoff upon a TIN match.

3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.

3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.

3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.

3.4.4 **Setoff Fee.**

3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.

3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.

3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.

3.4.5 **Upon Setoff.**

3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.

3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 **Following Setoff**

3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.

3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.

3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.

3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.

3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 **Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.**

3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.

3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.

3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.

3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.

3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.

3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.

3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

3.7 **Refunds**

3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.

3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

such a case. the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.

3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.

3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV
CONFIDENTIALITY AND OWNERSHIP OF DATA

4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.

4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.

4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.

4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.

4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V
DURATION AND TERMINATION

5.1 **Duration.**

5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").

5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.

5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.

5.2 **Termination.**

5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:

5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;

5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 **Termination for Convenience.**

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 **Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV
ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.

6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.

6.4 **Additional Provisions**. The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

6.5 **Further Assurances and Corrective Instruments**. The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.

6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.

6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.

6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.

6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue	**[** City of Ankeny **](“Participating Agency”)**
Signature **Date**	**Signature** **Date**
Name:	**Name:** Mark E. Holm
Title:	**Title:** Mayor

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

Operational Contact - Primary	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	Annette Graeve
Title	Finance Officer
Phone Number:	515-965-6419
E-mail Address:	agraeve@ankenyiowa.gov

Operational Contact - Secondary	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	Holly Parker
Title	Office Manager, Fire Department
Phone Number:	515-965-6476
E-mail Address:	hparker@ankenyiowa.gov

Obligor Contact - Primary	
This is the primary contact for questions from Obligors.	
Name:	Jeff
Title	Representative
Phone Number:	563-447-1370
E-mail Address:	offsets@muncoa.com

Obligor Contact - Secondary	
This is the backup contact for questions from Obligors.	
Name:	Annette
Title	Finance Officer
Phone Number:	515-965-6419
E-mail Address:	agraeve@ankenyiowa.gov

Agreement-Related Notices Should be Sent To:	
This is the contact who should receive legal notifications.	
Name:	Annette Graeve
Title	Finance Officer
Phone Number:	515-965-6419
E-mail Address:	agraeve@ankenyiowa.gov
Address:	410 W 1st Street
City:	Ankeny
State:	IA
Zip Code:	50023

Appendix B

Setoff Placement File

The placement file must be named Setoffs######.txt, where ###### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: $123.45 should be listed as 000000012345. Must be $50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: “Parking Ticket 00123-4”

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
ex. Individual income tax debt	*ex. Debt resulting from the tax on an individual's income*

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to : Traffic Technician, Civil Engineering Technician, and Police Officer; 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 : Traffic Technician, Civil Engineering Technician, and Police Officer; subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Certified Lists

September 18, 2023

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

From: Civil Service Commission

At the September 11, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Traffic Technician – Public Works Department:
The following applicants were certified for appointment, subject to passing all other requirements.

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

Civil Engineering Technician – Municipal Utilities Department-Development Engineering:
The following applicants were certified for appointment, subject to passing all other requirements.

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

Police Officer – Police Department:
The following applicants were certified for appointment, subject to passing all other requirements.

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

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

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by 98 Investments, LLC, located adjacent to the Ankeny Market & Pavilion (date of hrg: 10/2/23 @ 5:30 pm)

EXECUTIVE SUMMARY:

The applicant, 98 Investments, LLC, requests to rezone property from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District. The area subject to the proposed rezoning consists of one parcel totaling 0.29 acres (+/-), located south of W 1st Street, north of SW 3rd Street, and adjacent to the Ankeny Market & Pavilion.

The subject property is currently zoned C-2, General Retail, Highway-Oriented, and Central Business Commercial District. The neighboring property to the north and east is zoned the same, while properties to the south are zoned C-2A, Central Business Commercial District, and properties to the west are zoned R-2, One-Family and Two-Family Residence District.

The proposed rezoning aligns with The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map,* which indicates this property as Uptown (UP). As described in The Ankeny Plan 2040 Comprehensive Plan, this land use category is meant to secure and promote the distinct area around Uptown Ankeny.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Adopt resolution setting the public hearing for 10/2/23 @ 5:30 pm.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On September 6, 2023, the Plan and Zoning Commission recommended City Council approval of the request by 98 Investments, LLC, to rezone certain property from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District.

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan and Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice
Rezoning Exhibit
Aerial Map
Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY 98 INVESTMENTS, LLC, LOCATED ADJACENT TO THE ANKENY MARKET & PAVILION

WHEREAS, on the 22nd day of August, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 6th day of September, 2023, 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 98 Investments, LLC, from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District; 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:

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 14927, PAGE 105 BEING A PART OF LOTS 8 & 9 ALL IN ARTHUR PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

LAYMAN'S DESCRIPTION:

Approximately 0.29 acres (+/-) located south of W 1st Street, north of SW 3rd Street, and adjacent to the Ankeny Market & Pavilion.

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 2nd day of October, 2023, 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 98 Investments, LLC, from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District; 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 18th day of September, 2023.

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 98 INVESTMENTS, LLC, LOCATED ADJACENT TO THE ANKENY MARKET & PAVILION

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 98 Investments, LLC, from C-2, General Retail, Highway-Oriented, and Central Business Commercial District, to C-2A, Central Business Commercial District:

LEGAL DESCRIPTION:

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 14927, PAGE 105 BEING A PART OF LOTS 8 & 9 ALL IN ARTHUR PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

LAYMAN'S DESCRIPTION:

Approximately 0.29 acres (+/-) located south of W 1st Street, north of SW 3rd Street, and adjacent to the Ankeny Market & Pavilion.

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 2nd day of October, 2023, 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.

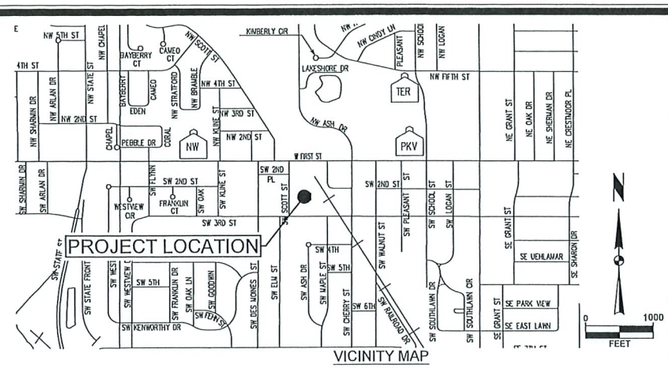
DATED this 18th day of September, 2023.

CITY OF ANKENY, IOWA

_____

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ___ day of _____, 2023.



REZONING DESCRIPTION

PARCEL "A" OF PLAT OF SURVEY RECORDED IN BOOK 14927, PAGE 105 BEING A PART OF LOTS 8 & 9 ALL IN ARTHUR PLACE, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

OWNER/APPLICANT

98 INVESTMENTS, LLC
6750 WESTOWN PARKWAY, STE 200
WEST DES MOINES, IOWA 50266
CONTACT: MARCUS PITTS
PHONE: 515-619-9067

ZONING

EXISTING: C-2: GENERAL RETAIL AND HIGHWAY ORIENTED COMMERCIAL DISTRICT
PROPOSED: C-2A: CENTRAL BUSINESS COMMERCIAL DISTRICT

ADJACENT OWNERS

1. 98 INVESTMENTS, LLC
   6750 WESTOWN PARKWAY, STE 200
   WEST DES MOINES, IOWA 50266
2. CFLA HOLDINGS LLC
   706 SW 3RD ST
   ANKENY, IA 50023-2615
3. DAVID & PATRICIA HYKES
   513 SE 7TH ST
   ANKENY, IA 50021-3632
4. CDT HOLDINGS LLC
   2202 WOODLANDS PKWY
   CLIVE, IA 50325-7514
5. RIO FORTUNA LLC
   TODD EMEHISER
   NEWBURY LIVING
   3408 WOODLAND AVE STE 504
   WEST DES MOINES, IA 50266-6505
6. MINERAL RIDGE GOSPEL OUTREACH
   803 SW 3RD ST
   ANKENY, IA 50023-2674
7. TEVIN JANSEN & ALEXADRA PATTERSON
   810 SW 3RD ST
   ANKENY, IA 50023-2669
8. ARIEL GREGO
   814 SW 3RD ST
   ANKENY, IA 50023-2602
9. KYLE & CASSANDRA FINDLEY
   218 SW SCOTT ST
   ANKENY, IA 50023-2609
10. STEVEN C DEMEESTER
    214 SW SCOTT ST
    ANKENY, IA 50023-2609
11. GERALD MINER & JENNIFER JO HERMAN
    210 SW SCOTT ST
    ANKENY, IA 50023-2609
12. BLAKE STURGES & MOLLY LANGSTRAAT
    206 SW SCOTT ST
    ANKENY, IA 50023-2609
13. BARRY FREED
    202 SW SCOTT ST
    ANKENY, IA 50023-2609
14. JERRY & JANET CARD
    817 SW 2ND STREET PL
    ANKENY, IA 50023-2678
15. JOHN & ANALICIA BENTLEY
    813 SW 2ND STREET PL
    ANKENY, IA 50023-2678
16. ESTHER CASPER
    113 SW SCOTT ST
    ANKENY, IA 50023-2607
17. SARAH & JESS TRUBY
    117 SW SCOTT ST
    ANKENY, IA 50023-2607
18. RONALD & DIANA DUNHAM
    121 SW SCOTT ST
    ANKENY, IA 50023-2607
19. FRANCINE BROWN
    201 SW SCOTT ST
    ANKENY, IA 50023-2608
20. EVELYN GRIFFITH
    205 SW SCOTT ST
    ANKENY, IA 50023-2608
21. ELIJAH & GWEN VILLEGAS
    209 SW SCOTT ST
    ANKENY, IA 50023-2608
22. JAMES & ANGELA MOUNT
    213 SW SCOTT ST
    ANKENY, IA 50023-2608
23. LAURA SINDT
    217 SW SCOTT ST
    ANKENY, IA 50023-2608
24. KELSEY GOERGEN
    221 SW SCOTT ST
    ANKENY, IA 50023-2608
25. JYJG PROPERTIES LLC
    802 SW 3RD ST
    ANKENY, IA 50023-2649

ADJACENT OWNERSHIP AREAS

OWNER	AREA (AC)	PERCENTAGE OF OWNERSHIP	PERCENTAGE OF APPROVAL
1	1.18		25.16%
2	0.17		3.66%
3	0.37		7.91%
4	0.05		1.03%
5	0.27		5.68%
6	0.01	0.17%	
7	0.17		3.54%
8	0.04	0.76%	
9	0.15	3.27%	
10	0.16		3.40%
11	0.16		3.42%
12	0.16		3.36%
13	0.14	3.00%	
14	0.01		0.13%
15	0.13	2.76%	
16	0.03	0.64%	
17	0.16		3.42%
18	0.16		3.49%
19	0.16		3.31%
20	0.16	3.32%	
21	0.16		3.32%
22	0.16	3.32%	
23	0.16	3.33%	
24	0.16	3.33%	
25	0.24	5.23%	
26	2.54	NEUTRAL	54.22%
Total	4.68	29.17%	70.83%

MARK	REVISION	DATE	BY
1	PETITIONS FOR REZONING	7-28-23	AWS

Engineer: CDD | Checked By: BKG | Scale: 1" = 50'
Technician: AWS | Date: 6-28-2023 | T-R-S: 80N-24W-23
Project No: 123.0846.01 | Sheet C100

FIRETRUCKER WAREHOUSE PROPERTY
206 SW MAPLE STREET
ANKENY, IOWA

REZONING MAP

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 123.0846.01
Sheet C100

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date September 19, 2023
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp — Chairperson
Brenda Hughes — Secretary

V:\Projects\2023\123.0846.01\ACAD\Civil 123.0846 RezoneMap.dwg ALLAN SMITH, 7/25/24 8:04:07 AM, 7/25/2024 10:03 AM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

N

1 inch = 125 feet

Date: 7/6/2023

Firetrucker Warehouse Property Rezoning

Ankeny
bringing it all together.

June 30, 2023

Honorable Mayor and City Council
Plan and Zoning Commission
City of Ankeny
410 West 1st Street
Ankeny, Iowa 50021

RE: PETITION FOR REZONING
FIRETRUCKER WAREHOUSE PROPERTY
PARCEL A, LOTS 8 AND 9, ARTHUR PLACE
S&A Project No. 123.0846.01

Dear Honorable Mayor, City Council and Plan and Zoning Commission:

On behalf of Marcus Pitts with 98 Investments, LLC, as Owner and Applicant, we respectfully submit the Petition for Rezoning amendment request for the property located at 206 SW Maple Street known as the Firetrucker Warehouse building located north of the Firetrucker Brewery and south and west of the Ankeny Market and Pavilion.

With this amendment, we are requesting the rezoning of approximately 0.290 acres from the current zoning designation of C-2: General Retail and Highway Oriented Commercial district to the proposed zoning designation of C-2A: Central Business Commercial district. We are requesting this modification to be in conformance with the Firetrucker Brewery and other 98 Investments, LLC properties adjacent to the south along SW 3rd Street.

Submittal materials are as follows:

1. One (1) copy of the signed Petition for Rezoning Application form,
2. Petition for Rezoning Development Fee of $425.00, and
3. Eight (8) half-size copies of the Rezoning Map.

Please contact our office should you have any questions or require any additional items to complete your review of this request. Thank you.

Sincerely,
SNYDER & ASSOCIATES, INC.

Brent K. Culp

Enclosure
cc: Marcus Pitts, 98 Investments, LLC (w/enclosure emailed)
File (electronic)

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for paving and underground improvements, platted easements, parkland dedication agreement, and sewer connection fee for Canyon Landing Plat 3 Final Plat.

EXECUTIVE SUMMARY:

Canyon Landing Plat 3 is a proposed 9.27-acre (+/-) plat located south of NE 13th Street and west of NE 38th Street. The subject plat creates 34 single-family residential lots, six street lots, and associated utility easements and improvements. Lot widths adhere to ranges of 50+, 60+ and 70+ feet. The proposed plat is in general conformance with the Canyon Landing PUD.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on August 22, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Minutes
Final Plat
Staff Report
Aerial Map
Applicant Letter

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3544

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PAVING AND UNDERGROUND IMPROVEMENTS, PLATTED EASEMENTS, WARRANTY DEED FOR STREETS, PARKLAND DEDICATION AGREEMENT, AND SEWER CONNECTION FEE, FOR CANYON LANDING PLAT 3

WHEREAS, on the 22nd day of August 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of Canyon Landing Plat 3; and

WHEREAS, the attorney's title opinion, and letter of credit for erosion control, performance bonds for paving and underground improvements, public easement documents, warranty deed to streets, parkland dedication agreement and sewer connection fee, have been submitted and approved by the Community Development Director.

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

1. That final plat for Canyon Landing Plat 3 is hereby approved; and
2. That the letter of credit for erosion control is hereby accepted; and
3. That the performance and maintenance bonds for paving and underground improvements are hereby accepted; and
4. That the Public Gas Easement, Public Storm Sewer Easement, Public Storm Sewer and Drainage Easements, Public Utility Easements, Public Drainage Easement, Landscape Easement and Public Storm Water Management Facility Maintenance Covenant and Permanent Easement are hereby accepted; and
5. That warranty deed for streets is hereby accepted; and
6. The parkland dedication agreement is hereby accepted; and
7. That the Deer Creek Trunk Sewer Connection District 2 connection fee of $47,206.64 is hereby accepted.

PASSED AND APPROVED this 18th day of September 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, August 22, 2023

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

CALL TO ORDER
Chair Ted Rapp called the August 22, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

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

AMENDMENTS TO THE AGENDA
Motion by T.Flack to approve the August 22, 2023 agenda without amendments. Second by G.Hunter. All voted, aye. Motion carried 7 - 0.

CONSENT AGENDA ITEMS
Item #4. Canyon Landing Plat 3 Final Plat
Motion to recommend City Council approval of the Canyon Landing Plat 3 Final Plat.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 - #6. Second by R.Weisheit. All voted, aye. Motion carried 7– 0.

CANYON LANDING PLAT 3
FINAL PLAT

INDEX LEGEND	
LOCATION:	PART OF PARCEL 2021-239 IN THE NE 1/4, SEC 17, T80N, R23W, CITY OF ANKENY, POLK COUNTY, IOWA
PARCEL ID:	8023-17-200-017
REQUESTOR:	STUBBS DEVELOPMENT, INC.
PROPRIETOR:	STUBBS DEVELOPMENT, INC. 1236 34TH ST SE ALTOONA, IA 50009
SURVEYOR COMPANY & RETURN TO:	NICHOLAS F. CARTER CARTER SURVEYING & CONSTRUCTION SERVICES 8755 NE 27TH AVE ALTOONA, IA 50009 515-343-6756

OWNER AND DEVELOPER:
STUBBS DEVELOPMENT, INC.
1236 34TH ST SE
ALTOONA, IA 50009
515-979-9963

ZONING:
CANYON LANDING PUD

BULK REGULATIONS:
SINGLE FAMILY RESIDENTIAL:

70'+ LOTS:
1. DETACHED RESIDENTIAL HOMES WITH MINIMUM TWO-CAR ATTACHED OR DETACHED GARAGES
2. MINIMUM LOT WIDTH AT FRONT YARD SETBACK – 70.00'
3. MINIMUM LOT AREA – 9,100 S.F.
4. MINIMUM YARD REQUIREMENTS: FRONT – 25.00', REAR – 30.00', SIDE – 10.00' TOTAL (MIN 5.00' ONE SIDE)

60'+ LOTS:
1. DETACHED RESIDENTIAL HOMES WITH MINIMUM TWO-CAR ATTACHED OR DETACHED GARAGES
2. MINIMUM LOT WIDTH AT FRONT YARD SETBACK – 60.00'
3. MINIMUM LOT AREA – 7,800 S.F.
4. MINIMUM YARD REQUIREMENTS: FRONT – 25.00', REAR – 30.00', SIDE – 10.00' TOTAL (MIN 5.00' ONE SIDE)

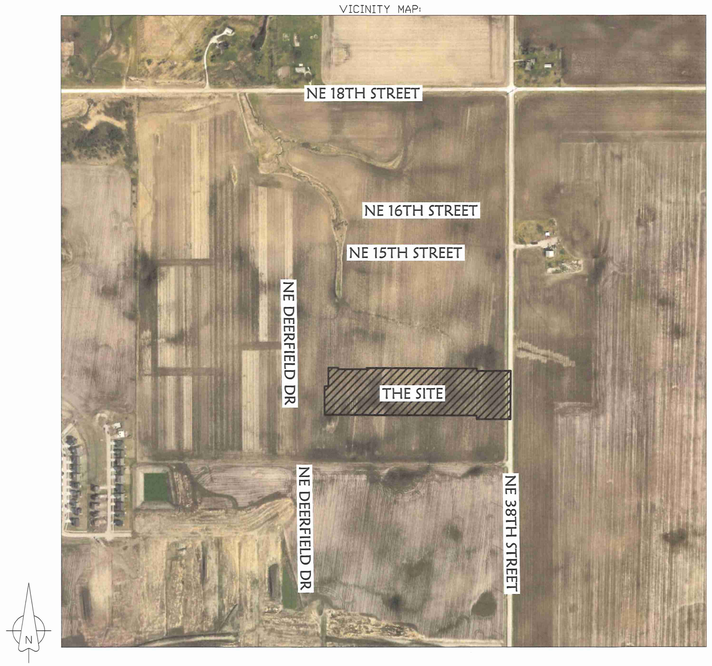
50'+ LOTS:
1. DETACHED RESIDENTIAL HOMES WITH MINIMUM TWO-CAR ATTACHED OR DETACHED GARAGES
2. MINIMUM LOT WIDTH AT FRONT YARD SETBACK – 50.00'
3. MINIMUM LOT AREA – 6,500 S.F.
4. MINIMUM YARD REQUIREMENTS: FRONT – 25.00', REAR – 30.00', SIDE – 10.00' TOTAL (MIN 5.00' ONE SIDE)

PROPERTY DESCRIPTION:
AN IRREGULAR SHAPED PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., BEING A PART OF PARCEL 2021-239 AS RECORDED IN BOOK 18903, PAGE 797 OF THE POLK COUNTY RECORDER, CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SE CORNER OF CANYON LANDING PLAT 2, AN OFFICIAL PLAT, RECORDED IN BOOK 19123, PAGE 51 OF THE POLK COUNTY RECORDER; THENCE N00°15'12"E ALONG THE EAST LINE OF SAID CANYON LANDING PLAT 2, A DISTANCE OF 10.00 FEET TO AN EASTERLY CORNER OF SAID CANYON LANDING PLAT 2; THENCE S89°43'06"E, A DISTANCE OF 779.69 FEET; THENCE S00°16'54"W, A DISTANCE OF 17.00 FEET; THENCE S89°43'06"E, A DISTANCE OF 238.84 FEET TO THE EAST LINE OF SAID NE 1/4; THENCE S00°13'53"W ALONG THE EAST LINE OF SAID NE 1/4, A DISTANCE OF 338.00 FEET; THENCE N89°43'06"W, A DISTANCE OF 239.13 FEET; THENCE N00°16'54"E, A DISTANCE OF 25.00 FEET; THENCE N89°43'06"W, A DISTANCE OF 1099.69 FEET; THENCE N00°16'54"E, A DISTANCE OF 330.00 FEET TO THE SOUTH LINE OF SAID CANYON LANDING PLAT 2; THENCE S89°43'06"E ALONG THE SOUTH LINE OF SAID CANYON LANDING PLAT 2, A DISTANCE OF 120.00 FEET TO A SOUTHERLY CORNER OF SAID CANYON LANDING PLAT 2; THENCE S00°16'54"W ALONG A WESTERLY LINE OF SAID CANYON LANDING PLAT 2, A DISTANCE OF 10.00 FEET TO A SOUTHERLY CORNER OF SAID CANYON LANDING PLAT 2; THENCE S89°43'06"E ALONG THE SOUTH LINE OF SAID CANYON LANDING PLAT 2, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 10.14 ACRES MORE OR LESS.

SURVEY NOTES:
1. SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS OR COVENANTS OF RECORD.
2. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.
3. ALL MONUMENTS PLACED ARE A 1/2 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC IDENTIFICATION CAP No. 20757 UNLESS OTHERWISE NOTED.
4. ALL MONUMENTS IDENTIFIED AS "SET" WILL BE PLACED WITHIN ONE YEAR OF THE RECORDING OF THIS FINAL PLAT.
5. LOTS "A", "B", "C", "D", "E" AND "F" SHALL BE DEEDED TO THE CITY OF ANKENY, IOWA.
6. THE SITE IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD, PER FEMA PANEL #19153C0210F, EFFECTIVE DATE 2-1-2019.

CITY NOTES:
1. THE DEVELOPER IS RESPONSIBLE FOR STREET LIGHT INSTALLATION WITHIN THE PLAT BOUNDARY AND ALONG NE 38TH STREET.
2. THE DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF SIDEWALK ON THE WEST SIDE OF NE 38TH STREET.
3. INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH THE CITY THE LOCATION, WIDTH, AND ELEVATION OF SIDEWALKS.
4. NO FENCES NOR SHEDS SHALL BE CONSTRUCTED WITHIN THE 17' LANDSCAPING BUFFER ALONG NE 38TH STREET.
5. LANDSCAPE BUFFER ALONG NE 38TH STREET SHALL CONSIST OF THREE TREES AND FIVE SHRUBS PER LOT.
6. LOTS 17 AND 18 SHALL NOT BE ALLOWED DIRECT ACCESS ON NE 12TH STREET.
7. DRIVEWAYS FOR LOTS 1, 3, 15, 17, 18, 20, 33 AND 34 SHALL BE LOCATED AS FAR FROM THE ADJACENT INTERSECTION AS POSSIBLE.

VICINITY MAP:



0' 500' 1000'
SCALE: 1" = 500'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 22, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
J. Rapp Chairperson
Brenda Hudspeth Secretary

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.

NICHOLAS F. CARTER, P.L.S. IA. LIC. NO. 20757 DATE 8-31-23

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): PAGES 1 AND 2

LICENSED PROFESSIONAL ENGINEER & LAND SURVEYOR
NICHOLAS F. CARTER
20757
IOWA

STUBBS ENGINEERING
431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499

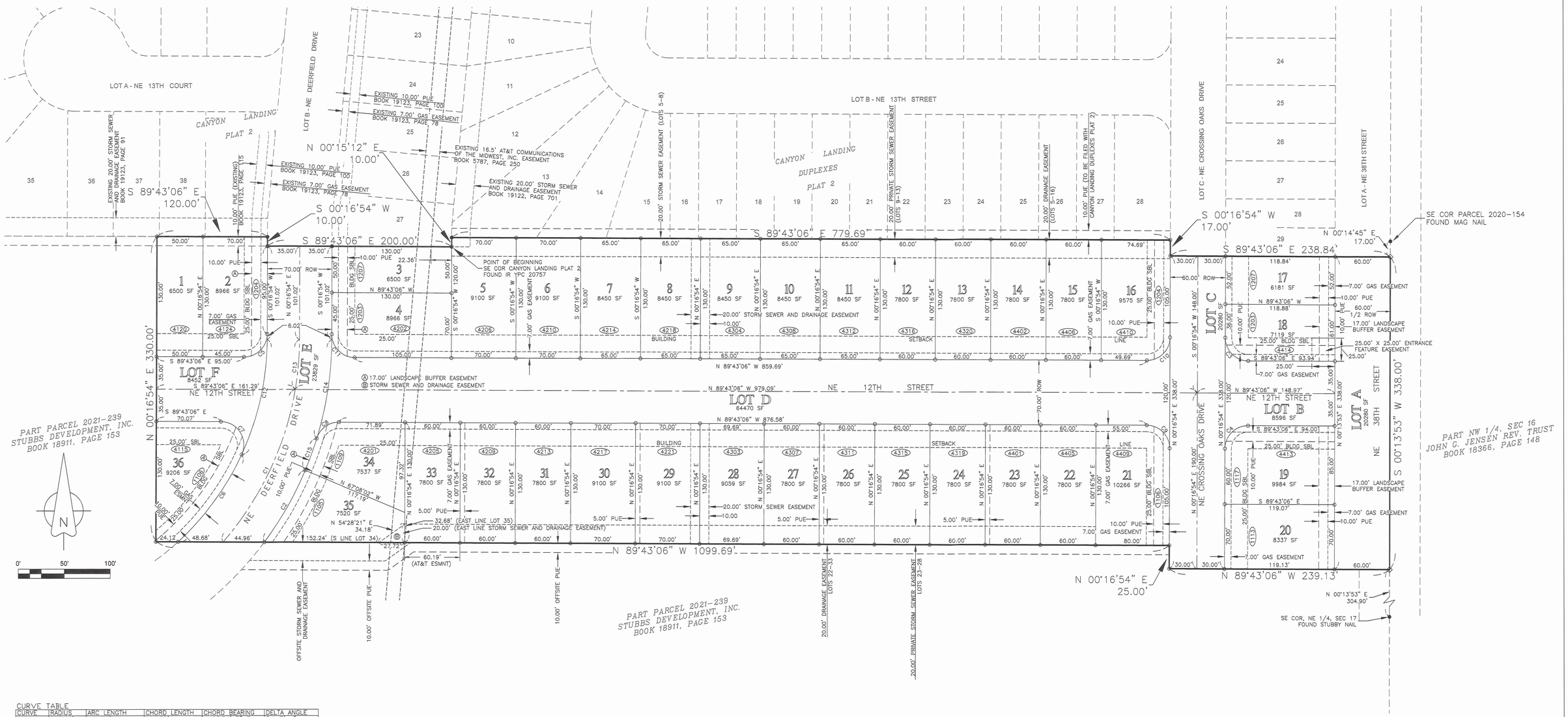
SYMBOLS LEGEND:

- ○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED
- ◉ SET 'X' CUT IN CONCRETE
- ◇ SET 'MAG' NAIL IN ASPHALT
- ● FOUND IR YPC 20757 UNLESS NOTED

M	MEASURED DISTANCE	IR	IRON ROD
R	RECORDED DISTANCE	IP	IRON PIPE
OPC	ORANGE PLASTIC CAP	SBL	SETBACK LINE
BPC	BLUE PLASTIC CAP	(1234)	LOT ADDRESS
YPC	YELLOW PLASTIC CAP		
ROW	RIGHT-OF-WAY		
SF	SQUARE FEET		

CANYON LANDING PLAT 3
ANKENY, IOWA
FINAL PLAT

PROJECT NO:		PAGE 1 OF 2	REVISIONS: 7/25/2023 - ADDRESSED CITY COMMENTS 8/4/2023 - ADDRESSED CITY COMMENTS 8/23/2023 - ADDRESSED CITY COMMENTS, EXTENDED WEST PLAT BOUNDARY AND ADJUSTED WEST LOTS 8/31/2023 - ADDRESSED CITY COMMENTS
21-101			
DRAWN DATE: 7-4-2023	DRAWN BY: N. Carter	SCALE: 1" = 500'	



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	333.00'	184.75'	182.38'	N 25°30'17" E	31°47'14"
C2	368.00'	89.52'	89.30'	N 29°49'43" E	13°56'19"
C3	25.00'	39.27'	35.36'	S 44°43'06" E	90°00'00"
C4	25.00'	39.27'	35.36'	S 45°16'54" W	90°00'00"
C5	25.00'	39.27'	35.36'	N 45°16'54" E	90°00'00"
C6	298.00'	117.63'	116.86'	N 36°16'00" E	22°36'56"
C7	25.00'	50.04'	42.09'	N 32°22'47" W	114°40'37"
C8	25.00'	31.91'	29.79'	S 53°42'41" W	73°08'27"
C9	25.00'	39.27'	35.36'	N 44°43'06" W	90°00'00"
C10	25.00'	39.27'	35.36'	N 45°16'54" E	90°00'00"
C11	25.00'	39.27'	35.36'	S 44°43'06" E	90°00'00"
C12	298.00'	128.35'	127.36'	N 12°37'13" E	24°40'37"
C13	333.00'	54.22'	54.16'	N 04°56'47" E	9°19'46"
C14	368.00'	108.28'	107.89'	N 08°42'41" E	16°51'33"
C15	368.00'	36.73'	36.71'	N 20°00'01" E	05°43'06"

STUBBS ENGINEERING
431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499

SYMBOLS LEGEND:

- ○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED
- ◉ SET "X" CUT IN CONCRETE
- ◇ SET "MAG" NAIL IN ASPHALT
- ● FOUND IR YPC 20757 UNLESS NOTED

M MEASURED DISTANCE
R RECORDED DISTANCE
DPC ORANGE PLASTIC CAP
BPC BLUE PLASTIC CAP
YPC YELLOW PLASTIC CAP
ROW RIGHT-OF-WAY
SF SQUARE FEET
IR IRON ROD
IP IRON PIPE
SBL SETBACK LINE
(1234) LOT ADDRESS

CANYON LANDING PLAT 3
ANKENY, IOWA
FINAL PLAT

PROJECT NO: 21-101
PAGE 2 OF 2
DRAWN DATE: 7-4-2023
DRAWN BY: N. Carter
SCALE: 1" = 50'

REVISIONS:
7/25/2023 - ADDRESSED CITY COMMENTS
8/4/2023 - ADDRESSED CITY COMMENTS
8/23/2023 - ADDRESSED CITY COMMENTS, EXTENDED WEST PLAT BOUNDARY AND ADJUSTED WEST LOTS
8/31/2023 - ADDRESSED CITY COMMENTS

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: August 22, 2023

Agenda Item: Canyon Landing Plat 3 – Final Plat
Report Date: August 16, 2023
Prepared By: Jake Heil EJC
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Canyon Landing Plat 3 Final Plat.

Project Summary:

Canyon Landing Plat 3 is a proposed 9.27-acre (+/-) plat located south of NE 13th Street and west of NE 38th Street. The subject plat creates 34 single-family residential lots, six street lots, and associated utility easements and improvements. Lot widths adhere to ranges of 50+, 60+ and 70+ feet. The proposed plat is in general conformance with the Canyon Landing PUD.

Project Report:

Streets: The proposed plat will be accessed primarily from NE 38th Street, via NE 12th Street. This plat also connects NE Deerfield Drive from Canyon Landing Plat 2 to the north. NE Deerfield Drive would then provide another access to the north to NE 18th Street. All proposed roads in the development will be required to have five-foot sidewalks.

Water: 10-inch water main will be extended west along NE 12th Street, from the existing 16-inch water main along NE 38th Street. 10-inch water main will also be extended south along NE Deerfield Drive and along NE Crossing Oaks Drive.

Sewer: 8-inch sanitary sewer main will be installed along NE 12th Street and 8-inch sanitary sewer mains will be installed throughout the remainder of the development.

Drainage: Storm water for this plat generally flows towards the middle of the plat where it will then flow north. Storm water will then convey off-site to the north and west, via a series of detention basins, draining into Deer Creek to the west, ultimately outletting into Four Mile Creek.

Parkland: The parkland dedication requirement for Plat 3 is 0.47 acres, but parkland is not proposed with this plat. The developer will be dedicating 13.16 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.20 acres.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT: **Canyon Landing Plat 3**
NAME OF OWNER/ DEVELOPER: **Stubbs Development, Inc.**

GENERAL INFORMATION:

PLAT LOCATION:	South of NE 13th Street and west of NE 38th Street
SIZE OF PLAT:	9.27 acres
ZONING:	Canyon Landing PUD

LOTS:

NUMBER:	34 Single-Family lots; 6 street lots
SIZE/DENSITY:	3.66 units per acre
USE:	Residential
BUILDING LINES:	**50' + Lots**
	Minimum lot width at front yard setback: 50'
	Minimum lot area: 6,500 SF
	Minimum yard requirements:
	Front: 25'
	Rear: 30'
	Side: 10' total (min. 5' one side)
	60' + Lots
	Minimum lot width at front yard setback: 60'
	Minimum lot area: 7,800 SF
	Minimum yard requirements:
	Front: 25'
	Rear: 30'
	Side: 10' total (min. 5' one side)
	70' + Lots
	Minimum lot width at front yard setback: 70'
	Minimum lot area: 9,100 SF
	Minimum yard requirements:
	Front: 25'
	Rear: 30'
	Side: 10' total (min. 5' one side)

PARK SITE DEDICATION:

The parkland dedication requirement for Plat 3 is 0.47 acres, but parkland is not proposed with this plat. The developer will be dedicating 13.16 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.20 acres. Any additional parksite dedication required would be by payment in lieu of land dedication.

ADJACENT LANDS:

NORTH:	Canyon Landing PUD – Duplexes Plat 2 & Plat 2
SOUTH:	Canyon Landing PUD – Plat 4
EAST:	Cropland zoned AG, Agricultural
WEST:	Canyon Landing PUD – future plat

STREET DEVELOPMENT:

NAME:	NE 12th Street
LENGTH:	1,255'
CLASSIFICATION:	Minor Collector
R.O.W. (REQ'D./PROV.):	70'/70'
PAVEMENT WIDTH:	31'

NAME:	NE Deerfield Drive
LENGTH:	320'
CLASSIFICATION:	Minor Collector
R.O.W. (REQ'D./PROV.):	70'/70'
PAVEMENT WIDTH:	31'

NAME:	NE Crossing Oaks Drive
LENGTH:	338'
CLASSIFICATION:	Normal Residential
R.O.W. (REQ'D./PROV.):	60'/60'
PAVEMENT WIDTH:	27'

WASTE WATER:

PROJECTED FLOWS: 9.27 acres of developable land X 990 gal. per day/pers.= 9,177.3 GPD

TREATMENT PLANT CAPACITY: Design: 47 MGD; current daily avg. 18 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 34 units X 3 pers. per house X 100 gal. per day/person = 10,200 GPD

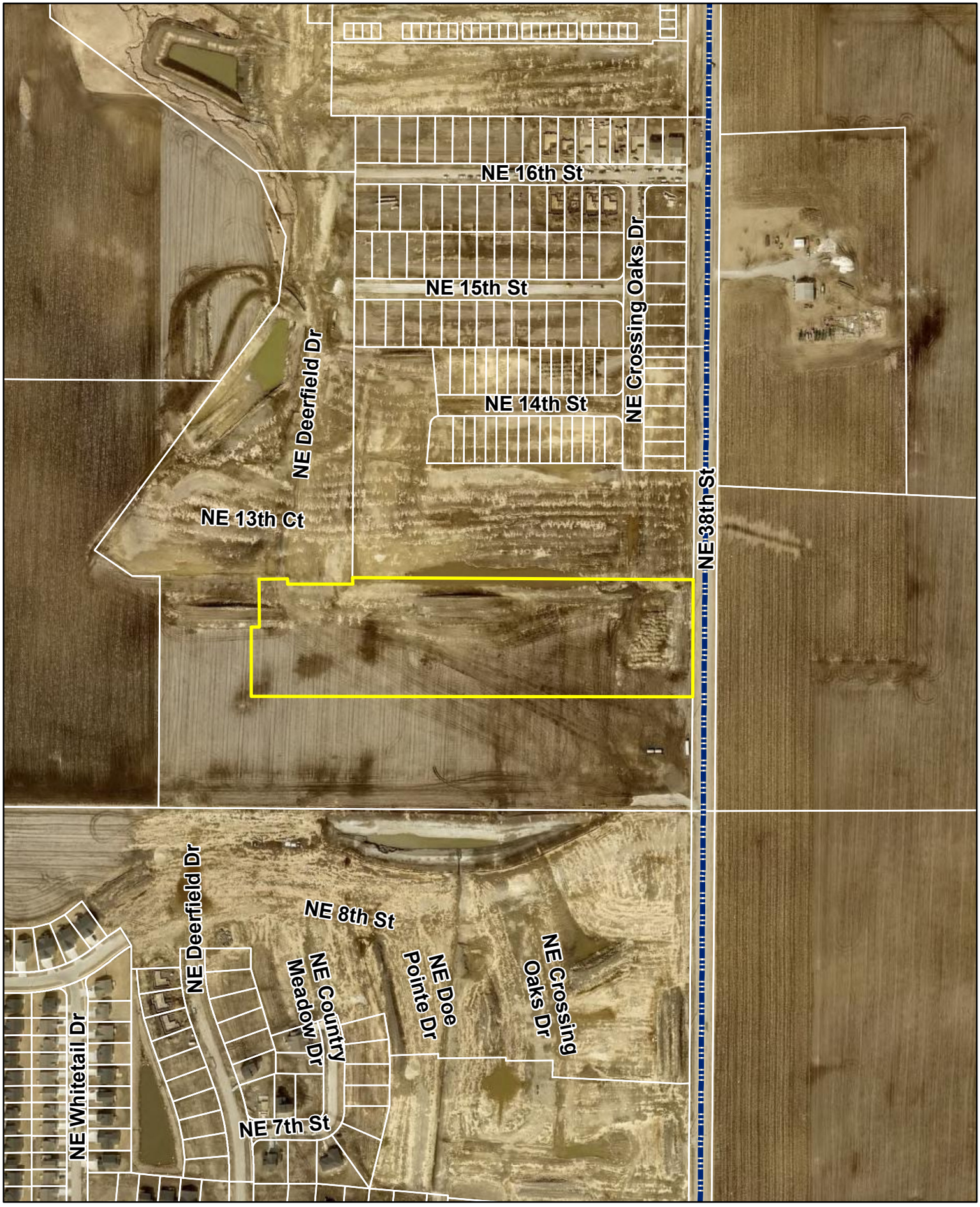
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



N

1 inch = 350 feet

Date: 8/16/2023

Canyon Landing Plat 3
Final Plat

Ankeny
bringing it all together.

STUBBS ENGINEERING
431 NE 72nd St. Pleasant Hill, IA 50327

8/10/2023

Planning and Zoning Commission
City of Ankeny

Canyon Landing Plat 3 Approval Request

Stubbs Engineering requests approval for Canyon Landing Plat 3 Construction Plans on August 10th 2023. Canyon Landing is a residential development that consists of 9.88 acres. This site will contain 34 single family lots.

Sincerely,

Stubbs Engineering

Branden Stubbs

Branden Stubbs, P.E.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer, and subgrade in Canyon Landing Plat 3 Final Plat.

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 AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER, STORM SEWER AND SUBGRADE IN CANYON LANDING PLAT 3

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer, storm sewer and subgrade in Canyon Landing Plat 3 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Canyon Landing Plat 3.

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 water main, sanitary sewer, storm sewer and 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 on this 18th day of September 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Plat 3.

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 AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN CANYON LANDING PLAT 3

WHEREAS, the plans and specifications for the construction of street paving in Canyon Landing Plat 3 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Canyon Landing Plat 3.

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 on this 18th day of September 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for underground improvements, platted easements, parkland dedication agreement, and sewer connection fee for Canyon Landing Plat 4 Final Plat.

EXECUTIVE SUMMARY:

Canyon Landing Plat 4 is a proposed 11.20-acre (+/-) plat located south of NE 12th Street and west of NE 38th Street. The subject plat creates 36 single-family residential lots, two street lots, and associated utility easements and improvements. Lot widths adhere to ranges of 50+, 60+ and 70+ feet. The proposed plat is in general conformance with the Canyon Landing PUD.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on September 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
P&Z Minutes
Final Plat
Staff Report
Aerial Map
Applicant Letter

Preparer Information: Jake Heil, City of Ankeny, Iowa, 1210 NW Prairie Ridge Dr., Ankeny, IA 50023 Phone: 515-963-3544

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PAVING AND UNDERGROUND IMPROVEMENTS, PLATTED EASEMENTS, WARRANTY DEED FOR STREETS, PARKLAND DEDICATION AGREEMENT, AND SEWER CONNECTION FEE, FOR CANYON LANDING PLAT 4

WHEREAS, on the 6th day of September 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of Canyon Landing Plat 4; and

WHEREAS, the attorney's title opinion, and letter of credit for erosion control, performance bonds for paving and underground improvements, public easement documents, warranty deed to streets, parkland dedication agreement and sewer connection fee, have been submitted and approved by the Community Development Director.

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

1. That final plat for Canyon Landing Plat 4 is hereby approved; and
2. That the letter of credit for erosion control is hereby accepted; and
3. That the performance and maintenance bonds for paving and underground improvements are hereby accepted; and
4. That the Public Gas Easement, Public Storm Sewer Easement, Public Storm Sewer and Drainage Easement, Public Utility Easement, Landscape Easement and Public Storm Water Management Facility Maintenance Covenant and Permanent Easements are hereby accepted; and
5. That warranty deed for streets is hereby accepted; and
6. The parkland dedication agreement is hereby accepted; and
7. That the Deer Creek Trunk Sewer Connection District 2 connection fee of $54,755.90 is hereby accepted.

PASSED AND APPROVED this 18th day of September 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, September 6, 2023

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

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

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

CONSENT AGENDA ITEMS
Item #2. Canyon Landing Plat 4 Final Plat
Motion to recommend City Council approval of the Canyon Landing Plat 4 Final Plat.

Motion by T.Flack to approve the recommendations for Consent Agenda Items #1 and #2. Second by G.Hunter. All voted aye. Motion carried 6– 0.

CANYON LANDING PLAT 4
FINAL PLAT

INDEX LEGEND	
LOCATION:	PART OF PARCEL 2021-239 AND PARCEL 2022-66 IN THE NE 1/4, SECTION 17, T80N, R23W, CITY OF ANKENY, POLK COUNTY, IOWA
PARCEL ID:	8023-17-200-017 AND 8023-17-200-011
REQUESTOR:	STUBBS DEVELOPMENT, INC.
PROPRIETOR:	STUBBS DEVELOPMENT, INC. (PARCEL 2021-239) 1236 34TH ST SE ALTOONA, IA 50009 BOULDER RIDGE DEVELOPMENT, LLC (PARCEL 2022-66) 1236 34TH ST SE ALTOONA, IA 50009
SURVEYOR COMPANY & RETURN TO:	NICHOLAS F. CARTER CARTER SURVEYING & CONSTRUCTION SERVICES 8755 NE 27TH AVE ALTOONA, IA 50009 515-343-6756

OWNERS:
STUBBS DEVELOPMENT, INC. (PARCEL 2021-239)
1236 34TH ST SE
ALTOONA, IA 50009
515-979-9963

BOULDER RIDGE DUPLEX, LLC (PARCEL 2022-66)
1236 34TH ST SE
ALTOONA, IA 50009
515-979-9963

DEVELOPER:
STUBBS DEVELOPMENT, INC.
1236 34TH ST SE
ALTOONA, IA 50009
515-979-9963

ZONING:
CANYON LANDING PUD

BULK REGULATIONS:
SINGLE FAMILY RESIDENTIAL:

70'+ LOTS:
1. DETACHED RESIDENTIAL HOMES WITH MINIMUM TWO-CAR ATTACHED OR DETACHED GARAGES
2. MINIMUM LOT WIDTH AT FRONT YARD SETBACK - 70.00'
3. MINIMUM LOT AREA - 9,100 S.F.
4. MINIMUM YARD REQUIREMENTS: FRONT - 25.00', REAR - 30.00', SIDE - 10.00' TOTAL (MIN 5.00' ONE SIDE)

60'+ LOTS:
1. DETACHED RESIDENTIAL HOMES WITH MINIMUM TWO-CAR ATTACHED OR DETACHED GARAGES
2. MINIMUM LOT WIDTH AT FRONT YARD SETBACK - 60.00'
3. MINIMUM LOT AREA - 7,800 S.F.
4. MINIMUM YARD REQUIREMENTS: FRONT - 25.00', REAR - 30.00', SIDE - 10.00' TOTAL (MIN 5.00' ONE SIDE)

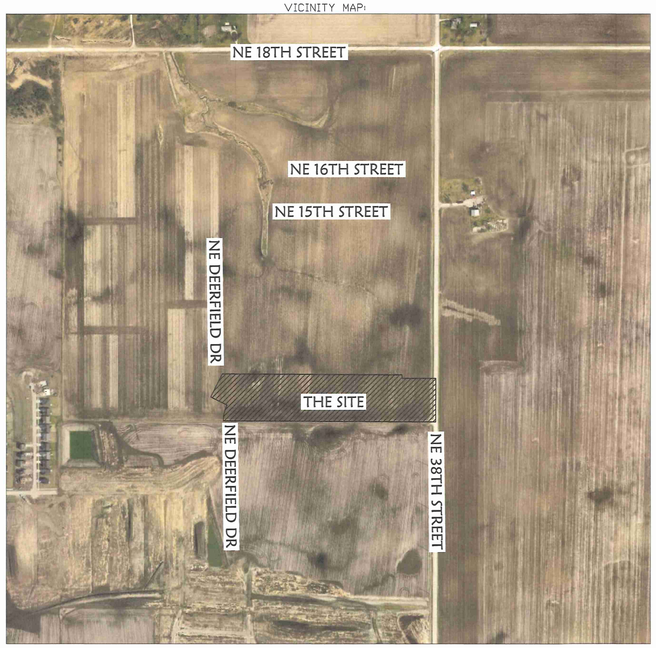
50'+ LOTS:
1. DETACHED RESIDENTIAL HOMES WITH MINIMUM TWO-CAR ATTACHED OR DETACHED GARAGES
2. MINIMUM LOT WIDTH AT FRONT YARD SETBACK - 50.00'
3. MINIMUM LOT AREA - 6,500 S.F.
4. MINIMUM YARD REQUIREMENTS: FRONT - 25.00', REAR - 30.00', SIDE - 10.00' TOTAL (MIN 5.00' ONE SIDE)

PROPERTY DESCRIPTION:
AN IRREGULAR SHAPED PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., BEING A PART OF PARCEL 2021-239 AS RECORDED IN BOOK 18903, PAGE 797, AND A PART OF PARCEL 2022-66 AS RECORDED IN BOOK 19079, PAGE 487, ALL IN THE OFFICE OF THE POLK COUNTY RECORDER, CITY OF ANKENY, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 2021-239; THENCE N89°43'18"W ALONG THE SOUTH LINE OF SAID PARCEL 2021-239, A DISTANCE OF 1504.03 FEET; THENCE NORTHEASTERLY A DISTANCE OF 99.00 FEET ALONG A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 368.00 FEET, CHORD BEARING OF N07°33'36"E, CHORD LENGTH OF 98.70 FEET, AND A DELTA ANGLE OF 15°24'48"; THENCE N74°44'00"W, A DISTANCE OF 125.00 FEET; THENCE N15°16'00"E, A DISTANCE OF 111.68 FEET; THENCE N40°50'08"E, A DISTANCE OF 120.94 FEET; THENCE S89°43'06"E, A DISTANCE OF 1265.37 FEET; THENCE S00°16'54"W, A DISTANCE OF 25.00 FEET; THENCE S89°43'06"E, A DISTANCE OF 239.13 FEET TO THE EAST LINE OF SAID PARCEL 2021-239; THENCE S00°13'53"W ALONG THE EAST LINE OF SAID PARCEL 2021-239, A DISTANCE OF 304.90 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 11.60 ACRES MORE OR LESS.

SURVEY NOTES:
1. SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS OR COVENANTS OF RECORD.
2. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 5,000 FEET.
3. ALL MONUMENTS PLACED ARE A 1/2 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC IDENTIFICATION CAP No. 20757 UNLESS OTHERWISE NOTED.
4. ALL MONUMENTS IDENTIFIED AS "SET" WILL BE PLACED WITHIN ONE YEAR OF THE RECORDING OF THIS FINAL PLAT.
5. LOTS "A", "B" AND "C" SHALL BE DEEDED TO THE CITY OF ANKENY, IOWA.
6. THOSE MEASUREMENT MARKED AS RECORD "R" REFER TO THE MEASUREMENTS FOUND IN THE PLAT OF SURVEY FOUND IN BOOK 18903, PAGE 797 OF THE POLK COUNTY RECORDER.
7. THE SITE IS LOCATED IN ZONE X, AREA OF MINIMAL FLOOD HAZARD, PER FEMA PANEL #19153C0210F, EFFECTIVE DATE 2-1-2019.
8. THE WESTERLY PORTION OF LOTS 1 & 2 LIE WITHIN POLK COUNTY PARCEL 2022-66 WITH LISTED OWNER OF SAID PARCEL 2022-66 BEING BOULDER RIDGE DUPLEX, LLC. TITLE TO SAID PORTION OF LOTS 1 & 2 WILL BE CONVEYED TO STUBBS DEVELOPMENT, LLC AT THE TIME OF RECORDING OF THIS FINAL PLAT. SEE DETAIL "C" FOR LOTS 1 & 2 DETAILS.

CITY NOTES:
1. THE DEVELOPER IS RESPONSIBLE FOR STREET LIGHT INSTALLATION WITHIN THE PLAT BOUNDARY AND ALONG NE DEERFIELD DRIVE AND NE 38TH STREET.
2. THE DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF SIDEWALK ON THE WEST SIDE OF NE 38TH STREET AND ALONG NE DEERFIELD DRIVE.
3. INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH THE CITY THE LOCATION, WIDTH, AND ELEVATION OF SIDEWALKS.
4. NO FENCES NOR SHEDS SHALL BE CONSTRUCTED WITHIN THE 17' LANDSCAPING BUFFER ALONG NE 38TH STREET AND NE DEERFIELD DRIVE.
5. LANDSCAPE BUFFER ALONG NE 38TH STREET SHALL CONSIST OF THREE TREES AND FIVE SHRUBS PER LOT.
6. LANDSCAPE BUFFER ALONG NE DEERFIELD DRIVE SHALL CONSIST OF 1 OVERSTORY TREE, 1 ORNAMENTAL/EVERGREEN TREE, 3 SHRUBS AND 1 ITEM OF INTEREST EVERY 60.00'
7. DRIVEWAY FOR LOT 4 SHALL BE PLACED TO AVOID THE ADA RAMP AND THE STORM SEWER INTAKE.
8. DRIVEWAY FOR LOT 28 SHALL BE PLACED TO AVOID STORM SEWER INTAKES.
9. DRIVEWAY FOR LOT 23 AND DRIVEWAY FOR LOT 35 SHALL BE PLACED OT AVOID STORM SEWER MANHOLES.
10. OUTLOT Z WILL BE A STORMWATER MANAGEMENT EASEMENT.

VICINITY MAP:



N

0' 500' 1000'
SCALE: 1" = 500'

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date September 6, 2023
Ayes 6 Nays 0 Abstain — Absent 1
APPROVED
T. Rapp Chairperson
Brenda Hughsay Secretary

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°43'09" E	22.23'
L2	S 25°35'40" E	23.47'
L3	S 64°24'20" W	20.00'
L4	N 25°35'40" W	33.17'
L5	S 89°43'09" E	18.15'
L6	S 89°43'09" E	23.69'
L7	S 32°41'33" W	29.97'
L8	N 57°18'27" W	20.00'
L9	N 32°41'33" E	17.27'
L10	S 89°43'09" E	22.32'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	368.00'	99.00'	98.70'	N 07°33'36" E	15°24'48"
C2	368.00'	257.65'	252.42'	S 35°19'27" W	40°06'56"
C3	298.00'	207.04'	202.90'	N 19°39'26" E	39°48'27"
C4	25.00'	42.71'	37.70'	N 88°30'03" E	97°52'46"
C5	180.00'	148.16'	144.01'	S 66°08'21" E	47°09'35"
C6	150.00'	133.03'	128.71'	S 64°18'45" E	50°48'48"
C7	105.00'	164.93'	148.49'	N 45°16'53" E	89°59'57"
C8	120.00'	94.56'	92.13'	S 67°08'39" E	45°09'00"
C9	25.00'	41.38'	36.82'	S 02°50'57" W	94°50'12"
C10	368.00'	86.51'	86.31'	S 43°31'58" W	13°28'11"
C11	75.00'	117.81'	106.07'	S 45°16'53" W	89°59'57"
C12	45.00'	70.69'	63.64'	N 45°16'53" E	89°59'57"
C13	298.00'	82.29'	82.03'	S 47°28'17" W	15°49'16"
C14	368.00'	32.85'	32.84'	S 52°49'29" W	5°06'52"
C15	368.00'	56.24'	56.18'	N 19°38'40" E	8°45'21"
C16	368.00'	56.24'	56.18'	N 28°24'02" E	8°45'21"
C17	368.00'	56.24'	56.18'	N 37°09'23" E	8°45'21"
C18	368.00'	88.94'	88.72'	N 48°27'30" E	13°50'51"
C19	298.00'	40.61'	40.58'	S 51°28'41" W	7°48'28"
C20	298.00'	119.12'	118.32'	N 11°12'16" E	22°54'07"
C21	298.00'	87.93'	87.61'	N 31°06'30" E	16°54'19"
C22		INTENTIONALLY	LEFT	BLANK	
C23	180.00'	123.50'	121.09'	S 62°12'52" E	39°18'35"
C24	180.00'	24.66'	24.64'	S 85°47'39" E	7°50'59"
C25	333.00'	298.07'	288.22'	S 25°27'05" W	51°17'09"
C26	333.00'	24.92'	24.91'	S 53°14'17" W	4°17'16"
C27	333.00'	81.28'	81.08'	S 48°23'22" W	13°59'06"
C28		INTENTIONALLY	LEFT	BLANK	
C29		INTENTIONALLY	LEFT	BLANK	
C30	105.00'	4.04'	4.04'	S 01°23'01" W	2°12'13"
C31	105.00'	55.57'	54.92'	S 17°38'49" W	30°19'22"
C32	105.00'	55.57'	54.92'	S 47°58'11" W	30°19'22"
C33	105.00'	49.75'	49.29'	S 76°42'21" W	27°09'00"

NICHOLAS F. CARTER 20757 LICENSED PROFESSIONAL ENGINEER & LAND SURVEYOR IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

9-12-23
NICHOLAS F. CARTER, P.L.S. IA. LIC. NO. 20757 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): PAGES 1 AND 2

STUBBS ENGINEERING
431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499

SYMBOLS LEGEND:

- ○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED
- ◉ SET "X" CUT IN CONCRETE
- ◇ SET "MAG" NAIL IN ASPHALT
- ● FOUND IR YPC 20757 UNLESS NOTED

M	MEASURED DISTANCE
R	RECORDED DISTANCE
DPC	ORANGE PLASTIC CAP
BPC	BLUE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
ROW	RIGHT-OF-WAY
SF	SQUARE FEET
IR	IRON ROD
IP	IRON PIPE
SBL	SETBACK LINE
(1234)	LOT ADDRESS

CANYON LANDING PLAT 4
ANKENY, IOWA
FINAL PLAT

PROJECT NO:		PAGE 1 OF 2	REVISIONS: 8/25/23 - ADDRESSED CITY COMMENTS 9/12/23 - ADDRESSED CITY COMMENTS
DRAWN DATE: 8-4-2023	DRAWN BY: N. Carter	SCALE: 1" = 500'	

NW COR PARCEL 2021-239
FOUND IR YPC 20757

NE CORNER PARCEL 2021-239
FOUND MAG NAIL

N 00°16'54" E 660.00' M&R

PART PARCEL 2021-239
STUBBS DEVELOPMENT, INC.
BOOK 18911, PAGE 153

PARCEL 2022-66
BOULDER RIDGE DUPLEX, LLC
BOOK 19086, PAGE 963

N 40°50'08" E
120.94'

5.00' PUE

NE DEERFIELD DRIVE

CANYON LANDING
PLAT 3

STORM SEWER AND DRAINAGE EASEMENT (TO BE FILED WITH PLAT 3)

10.00' PUE (TO BE FILED WITH PLAT 3)

7.53' (TO AT&T EASEMENT)

S 89°43'06" E 1265.37'

10.00' PUE (TO BE FILED WITH PLAT 3)

60.00' ROW

S 00°16'54" W
25.00'

S 89°43'06" E 239.13'

LOT C
NE CROSSING OAKS DR

LOT A
NE 38TH ST

S 00°15'08" W 355.00'

LOT A
7974 SF

LOT 1
8370 SF

LOT 2
8879 SF

LOT 3
8333 SF

LOT 4
7974 SF

LOT 5
15400 SF

LOT 6
9451 SF

LOT 7
9143 SF

LOT 8
8101 SF

LOT 9
8101 SF

LOT 10
9451 SF

LOT 11
9451 SF

LOT 12
9408 SF

LOT 13
8100 SF

LOT 14
8100 SF

LOT 15
8100 SF

LOT 16
8100 SF

LOT 17
8100 SF

LOT 18
8100 SF

LOT 19
10366 SF

LOT 20
8501 SF

LOT 21
12151 SF

LOT 22
20099 SF

LOT C
10294 SF
NE 38TH STREET

LOT 35
16104 SF

LOT 36
15763 SF

LOT 34
10016 SF

LOT 33
9448 SF

LOT 32
9447 SF

LOT 31
9447 SF

LOT 30
9447 SF

LOT 29
9446 SF

LOT 28
9446 SF

LOT 27
9446 SF

LOT 26
9445 SF

LOT 25
9445 SF

LOT 24
9445 SF

LOT 23
13112 SF

OUTLOT Z
22334 SF
(STORMWATER MANAGEMENT EASEMENT AREA – TO BE MAINTAINED BY HOA)

LOT B
NE 11TH STREET
75059 SF

N 15°16'00" E
111.69'

N 74°44'00" W
125.00'

N 89°43'09" W 912.65'

S 89°43'09" E 912.65'

N 89°43'18" W 1504.03'

S 00°13'53" W 304.90'

PART NW 1/4, SEC 16
JOHN C. JENSEN REV. TRUST
BOOK 18366, PAGE 148

WESTERLY PORTION OF LOTS 1&2 LIE WITHIN POLK COUNTY PARCEL 2022-66 SEE DETAIL "C" AND SURVEY NOTE #8

EXISTING 16.5' AT&T COMMUNICATIONS OF THE MIDWEST, INC. EASEMENT BK 5787, PG 250

17.00' LANDSCAPE BUFFER EASEMENT

20.00' STORM AND DRAINAGE EASEMENT
10.00'

7.00' GAS EASEMENT

STORM SEWER EASEMENT – SEE DETAIL A

STORM SEWER EASEMENT – SEE DETAIL B

17.00' LANDSCAPE BUFFER EASEMENT

60.00' 1/2 ROW

7.15'

SETBACK

BUILDING

LINE

5.00' PUE

10.00' PUE

7.00' GAS EASEMENT

SW CORNER PARCEL 2021-239
FOUND IR YPC 20757

S 89°43'18" E
59.89'

7.00' GAS EASEMENT (EXISTING)
BOOK 19373, PAGE 12

10.00' PUE (EXISTING)
BOOK 19373, PAGE 7

15.00' DRAINAGE EASEMENT (EXISTING)
BOOK 19373, PAGE 19

OUTLOT W

LOT F
NE DEERFIELD DRIVE

THE CROSSINGS AT
DEER CREEK
PLAT 12

OUTLOT X

POINT OF BEGINNING
SE COR PARCEL 2021-239
FOUND STUBBY NAIL

LOT A
NE 38TH ST

DETAIL A
SCALE: 1"=50'

DETAIL B
SCALE: 1"=50'

0' 50' 100'

DETAIL C – LOTS 1&2

LOT 1 AREA
PARCEL 2021-239: 5411 SF
PARCEL 2022-66: 2959 SF
TOTAL AREA LOT 1: 8370 SF

LOT 2 AREA
PARCEL 2021-239: 7643 SF
PARCEL 2022-66: 1236 SF
TOTAL AREA LOT 2: 8879 SF

0' 60' 120'

SYMBOLS LEGEND:

- ○ SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED
- ◉ SET "X" CUT IN CONCRETE
- ◇ SET "MAG" NAIL IN ASPHALT
- ● FOUND IR YPC 20757 UNLESS NOTED

M	MEASURED DISTANCE
R	RECORDED DISTANCE
OPC	ORANGE PLASTIC CAP
BPC	BLUE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
ROW	RIGHT-OF-WAY
SF	SQUARE FEET
IR	IRON ROD
IP	IRON PIPE
SBL	SETBACK LINE
(1234)	LOT ADDRESS

STUBBS ENGINEERING
431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499

CANYON LANDING PLAT 4
ANKENY, IOWA
FINAL PLAT

PROJECT NO:		
21-101	PAGE 2 OF 2	
DRAWN DATE:	DRAWN BY:	SCALE:
8-4-2023	N. Carter	1" = 50'

REVISIONS:
8/25/23 - ADDRESSED CITY COMMENTS
9/12/23 - ADDRESSED CITY COMMENTS

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: September 6, 2023

Agenda Item: Canyon Landing Plat 4 – Final Plat
Report Date: August 30, 2023 EJC
Prepared By: Jake Heil
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Canyon Landing Plat 4 Final Plat.

Project Summary:

Canyon Landing Plat 4 is a proposed 11.20-acre (+/-) plat located south of NE 12th Street and west of NE 38th Street. The subject plat creates 36 single-family residential lots, two street lots, and associated utility easements and improvements. Lot widths adhere to ranges of 50+, 60+ and 70+ feet. The proposed plat is in general conformance with the Canyon Landing PUD.

Project Report:

Streets: The proposed plat will be accessed primarily from NE Deerfield Drive to the west, via NE 12th Street to the north or through the Deer Creek development to the south. NE Crossing Oaks Drive would also provide access to NE 12th Street to the north, which provides access to NE 38th Street to the east. All proposed roads in the development will be required to have five-foot sidewalks.

Water: 10-inch water main will be extended south along NE Deerfield Drive, from the existing 10-inch water main that will be installed with Canyon Landing Plat 3. 8-inch water main will be extended south along NE Crossing Oaks Drive and extended along NE 11th Street.

Sewer: 8-inch sanitary sewer main will extended south along NE Deerfield Drive and NE Crossing Oaks Drive. NE 11th Street will be serviced by an 8-inch sanitary sewer main.

Drainage: Storm water for this plat generally flows towards the middle of the plat where it will then flow south to Outlot Z. Storm water will then convey off-site to the south emptying into a detention basin in Deer Creek. Stromwater then flows west via a series of storm sewer mains and detention basins, eventually draining into Deer Creek to the east and ultimately outletting into Four Mile Creek.

Parkland: The parkland dedication requirement for Plat 4 is 0.42 acres, but parkland is not proposed with this plat. The developer will be dedicating 13.16 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.20 acres.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT: **Canyon Landing Plat 4**
NAME OF OWNER/ DEVELOPER: **Stubbs Development, Inc.**

GENERAL INFORMATION:

PLAT LOCATION:	South of NE 12th Street and west of NE 38th Street
SIZE OF PLAT:	11.20 acres
ZONING:	Canyon Landing PUD

LOTS:

NUMBER:	36 Single-Family lots; 2 street lots
SIZE/DENSITY:	3.21 units per acre
USE:	Residential
BUILDING LINES:	**50' + Lots**
	Minimum lot width at front yard setback: 50'
	Minimum lot area: 6,500 SF
	Minimum yard requirements:
	Front: 25'
	Rear: 30'
	Side: 10' total (min. 5' one side)

60' + Lots
Minimum lot width at front yard setback: 60'
Minimum lot area: 7,800 SF
Minimum yard requirements:
Front: 25'
Rear: 30'
Side: 10' total (min. 5' one side)

70' + Lots
Minimum lot width at front yard setback: 70'
Minimum lot area: 9,100 SF
Minimum yard requirements:
Front: 25'
Rear: 30'
Side: 10' total (min. 5' one side)

PARK SITE DEDICATION:

The parkland dedication requirement for Plat 4 is 0.42 acres, but parkland is not proposed with this plat. The developer will be dedicating 13.16 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.20 acres. Any additional parksite dedication required would be by payment in lieu of land dedication.

ADJACENT LANDS:

NORTH:	Canyon Landing PUD – Plat 3
SOUTH:	Deer Creek PUD
EAST:	Cropland zoned AG, Agricultural
WEST:	Canyon Landing PUD – future plat

STREET DEVELOPMENT:

NAME:	NE 11th Street
LENGTH:	972'
CLASSIFICATION:	Minor Collector
R.O.W. (REQ'D./PROV.):	70'/70'
PAVEMENT WIDTH:	31'

NAME:	NE Deerfield Drive
LENGTH:	255'
CLASSIFICATION:	Minor Collector
R.O.W. (REQ'D./PROV.):	70'/70'
PAVEMENT WIDTH:	31'

NAME:	NE Crossing Oaks Drive
LENGTH:	124'
CLASSIFICATION:	Normal Residential
R.O.W. (REQ'D./PROV.):	60'/60'
PAVEMENT WIDTH:	27'

WASTE WATER:

PROJECTED FLOWS: 11.2 acres of developable land X 990 gal. per day/pers.= 11,088 GPD

TREATMENT PLANT CAPACITY: Design: 47 MGD; current daily avg. 18 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 36 units X 3 pers. per house X 100 gal. per day/person = 10,800 GPD

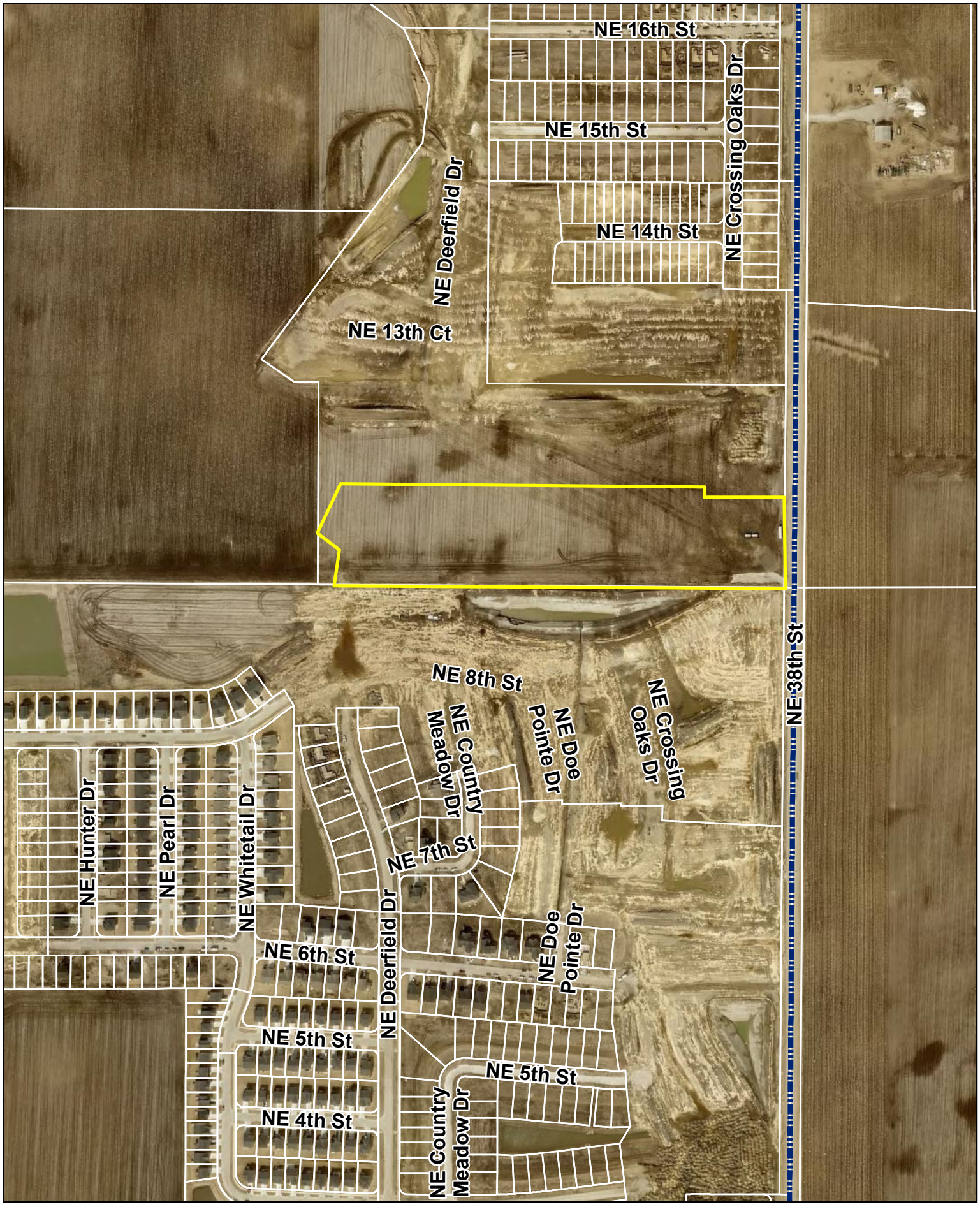
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



N

1 inch = 400 feet

Date: 8/31/2023

Canyon Landing Plat 4
Final Plat

Ankeny
bringing it all together.

STUBBS ENGINEERING
431 NE 72nd St. Pleasant Hill, IA 50327

8/28/2023

Planning and Zoning Commission
City of Ankeny

Canyon Landing Plat 4 Approval Request

Stubbs Engineering requests approval for Canyon Landing Plat 4 Construction Plans on August 28th 2023. Canyon Landing is a residential development that consists of 11.46 acres. This site will contain 36 single family lots.

Sincerely,

Stubbs Engineering

Branden Stubbs

Branden Stubbs, P.E.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, storm sewer, and subgrade in Canyon Landing Plat 4 Final Plat.

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 AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER, STORM SEWER AND SUBGRADE IN CANYON LANDING PLAT 4

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer, storm sewer and subgrade in Canyon Landing Plat 4 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted and approved by the City Engineer; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Canyon Landing Plat 4.

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 water main, sanitary sewer, storm sewer and 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 on this 18th day of September 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Canyon Landing Plat 4.

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 AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN CANYON LANDING PLAT 4

WHEREAS, the plans and specifications for the construction of street paving in Canyon Landing Plat 4 have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted and approved by the City Engineer; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Canyon Landing Plat 4.

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 on this 18th day of September 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa regarding the voluntary urbanized annexation of certain territory adjacent to the northeast quadrant of Ankeny requested by Hope Kimberley, LLC, BK Linnemeyer Trust, Brian K. and Kelli K. Linnemeyer, Richard R. and Stacey Martin, A. Byron Gustafson, Northstar, LTD., DRA Properties, LLC, and Gene C. Hildreth, Jr. (Hope Kimberley 2.0) (date of hrg: 10/16/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The City of Ankeny has received a request for annexation of certain territory adjacent to the City's northeastern boundary, generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. The annexation area is located within two miles of the City of Alleman, which per Iowa Code, classifies the request as an urbanized annexation. The annexation territory encompasses approximately 422.15 acres (+/-), 345.63 acres (+/-) of which are owned by property owners who have signed a petition consenting to the annexation, while 76.52 acres (+/-) are owned by property owners who have not signed a petition consenting to the annexation. The non-consenting properties are included in the annexation request to avoid the creation of islands and to provide for uniform boundaries, which is required by Iowa Code. Approximately 12.51 acres (+/-) of public road right-of-way are included in the annexation as well, as the City is required to incorporate any and all county road right-of-way to the centerline of the adjacent road.

At this time, 11 of the 19 properties included in the proposed annexation have provided petitions consenting to the request. If petitions are not received for all 19 properties, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners to avoid the creation of islands and to create uniform boundaries. The current petitioned land area is approximately 345.63 acres (+/-), which equals 81.87% of the 422.15 (+/-) total calculated acres, excluding Polk County road right-of-way. The land area of the eight non-petitioned properties total 76.52 acres (+/-), equaling 18.13% of the calculated land area, excluding Polk County road right-of-way.

The annexation area is identified in The Ankeny Plan 2040 Comprehensive Plan as being suitable for Low-Density Residential (LDR), Medium Density Residential (MDR) and Neighborhood Mixed Use (NMU). If the annexation request is approved by the City Development Board, it will be initially zoned R-1, One-Family Residence District, consistent with all newly incorporated properties into the City of Ankeny. A map has been included to show the annexation area in relation to Ankeny's Corporate Limits.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution setting the public hearing for October 16, 2023 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023 - City Council initiated the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

August 22, 2023 - Plan & Zoning Commission recommended that City Council approve the Hope Kimberley 2.0 80/20 Voluntary Urbanized Annexation.

PUBLIC OUTREACH EFFORTS:

Consultation meeting held on August 24, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
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 URBANIZED ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD., DRA PROPERTIES, LLC, AND GENE C. HILDRETH, JR.

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

LEGAL DESCRIPTION:

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND:

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LLC)

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON & CHERYL C. GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

LAYMAN'S DESCRIPTION:

Approximately 345.63 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, Section 368.7, 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:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)

AND;

LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)

AND;

LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)

AND;

LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)

AND;

OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)

AND;

LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)

AND;

OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)

AND;

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

LAYMAN'S DESCRIPTION:

Approximately 76.52 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

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

WHEREAS, the 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 16th day of October, 2023.

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 18th day of September, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE OF PUBLIC HEARING ON APPLICATIONS FOR A VOLUNTARY URBANIZED ANNEXATION OF CERTAIN TERRITORY ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY REQUESTED BY HOPE KIMBERLEY, LLC, BK LINNEMEYER TRUST, BRIAN K. AND KELLI K. LINNEMEYER, RICHARD R. AND STACEY MARTIN, A. BYRON GUSTAFSON, NORTHSTAR, LTD., DRA PROPERTIES, LLC, AND GENE C. HILDRETH, JR.

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:

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND:

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. (Owner(s): GENE C HILDRETH JR)

AND;

ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LLC)

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON & CHERYL C. GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): BK LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

LAYMAN'S DESCRIPTION:

Approximately 345.63 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

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:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)

AND;

LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)

AND;

LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)

AND;

LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)

AND;

OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)

AND;

LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)

AND;

OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. (Owner(s): DENNIS M GIBSON)

AND;

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

LAYMAN'S DESCRIPTION:

Approximately 76.52 (+/-) acres of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

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

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 1**6th** day of **October**, 2023, 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, October 13, 2023.

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 18th day of September 2023.

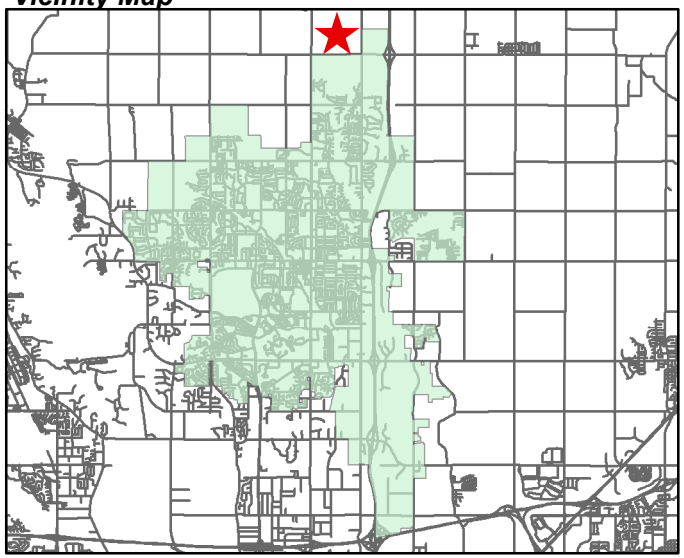
CITY OF ANKENY, IOWA

_____

Michelle Yuska, City Clerk

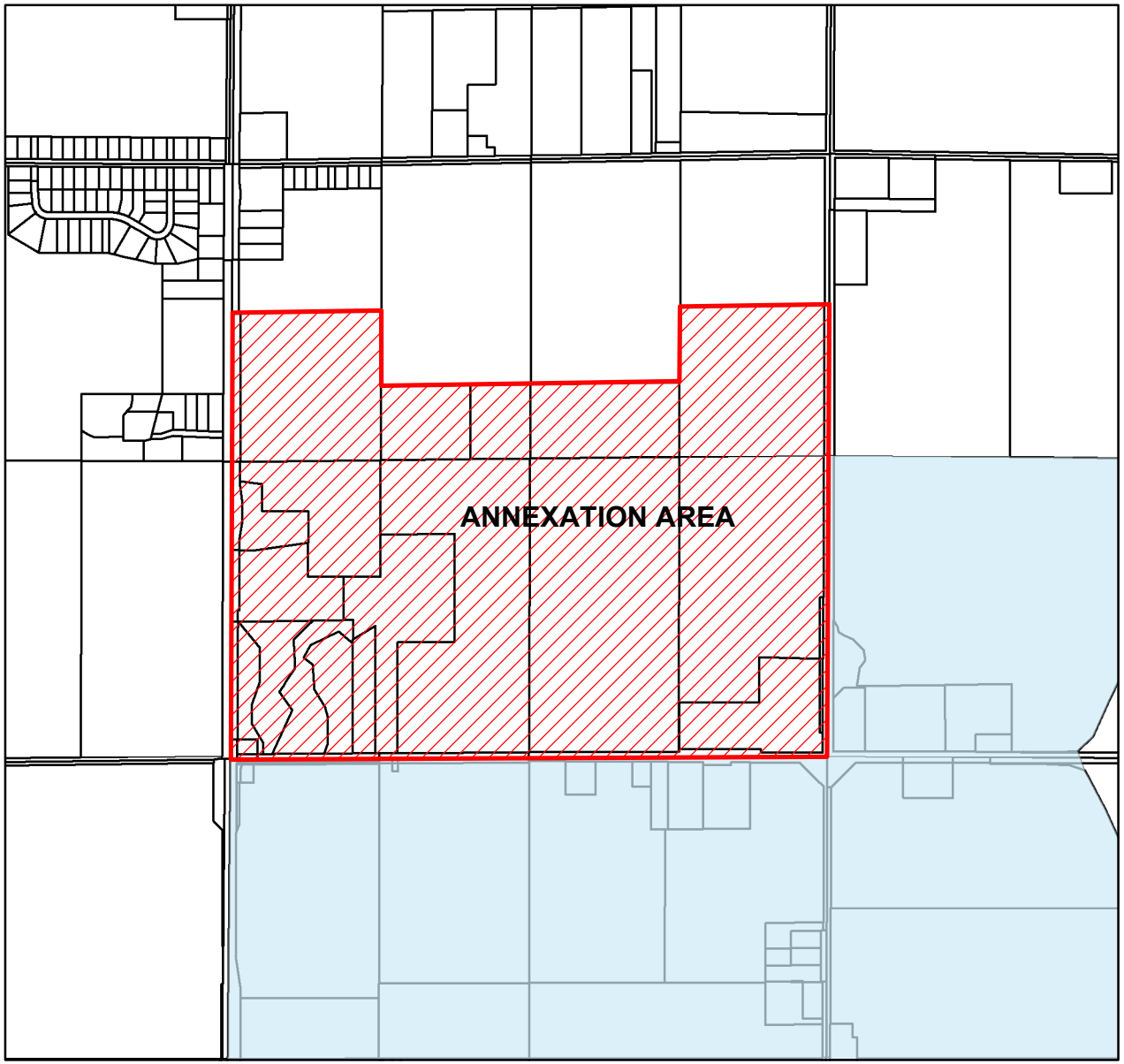
Published in the Des Moines Register on the ___day of _____, 2023.

Vicinity Map



LEGAL DESCRIPTION

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. AND: THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 198 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. AND: THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING EASTERLY OF PARCELS C & D OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: THAT PART OF LOT 1 GENE'S PLACE, AN OFFICIAL PLAT, POLK COUNTY, IOWA, LYING WESTERLY OF PARCEL C OF THE ACQUISITION PLAT OF POLK COUNTY RECORDER'S BK 18760, PG. 763. AND: EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND: LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 2 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND: LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND EXCEPT THAT PART OF THE ACQUISITION PLAT CONVEYED TO POLK COUNTY RECORDED IN BOOK 18893, PAGE 394. AND: ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.

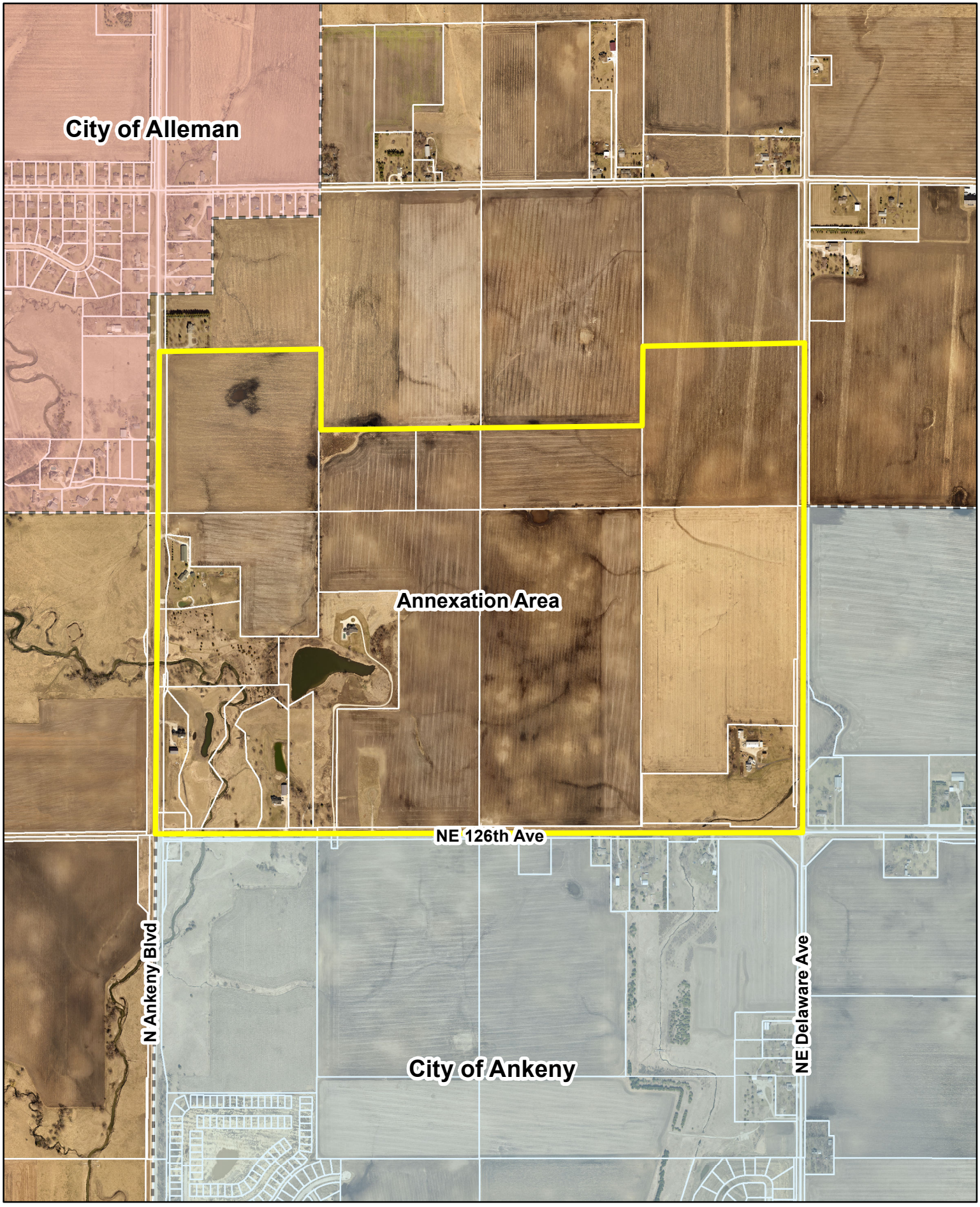


1 inch = 1,500 feet

Annexation Map

Property Owners: Richard R & Stacey Martin, Northstar LTD, Hope Kimberley LLC, Gene C Hildreth Jr, DRA Properties LLC, A Byron & Cheryl C Gustafson, BK Linnemeyer Trust, Kelli K & Brian K Linnemeyer, Jason & Linda Wattonville, Grant T & Jodi Goldsberry, Timothy A & Patricia R Vogel, Jeremy & Teresa Nefzger, Dennis M Gibson, Bobby R Mason Jr & Valeria J Mason

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**	City of Ankeny, Iowa Planning and Building Department
		Drawn By: JH
	Sheet No. 1 of 1	Checked by:
		Date: September 7, 2023



N

1 inch = 1,000 feet

Date: 8/17/2023

Hope Kimberley 2.0
80/20 Voluntary Urbanized Annexation
Aerial Map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny, Iowa, to make an application to the Iowa Department of Transportation's (Iowa DOT) Iowa's Clean Air Attainment Program (ICAAP) for the partial funding of a project for safety and capacity improvements on the N Ankeny Boulevard Improvements - 1st Street to 11th Street project.

EXECUTIVE SUMMARY:

The purpose of the project is to reconstruct North Ankeny Boulevard from 1st Street to 11th Street. The project includes inlay paving of the northbound lanes from 1st Street to 5th Street and southbound lanes from 11th Street to 1st Street, adding right turn lanes at 5th Street, 9th Street, and 11th Street, new traffic signals, and replacing the existing landscaping in the medians and at the intersections.

This is joint project between Iowa Department of Transportation and the City of Ankeny.

The proposed concept has an estimated project cost of $6,186,150. The application requests $1,900,000. Other sources of funding will be applied for. The Iowa Department of Transportation will also be funding the cost of pavement inlay.

The pre-application was considered by the Des Moines Area Metropolitan Planning Organization (DMAMPO) at the September 2023 Technical, Executive and Policy Committee meetings. Applying for ICAAP funding does not obligate the City to complete the project. Therefore, it is recommended that the ICAAP funding application be approved at this time, and that the Mayor, or the Mayor's designee, be authorized to sign said application.

FISCAL IMPACT: **No**

No impact at this time. The project is currently in the City's current CIP for design in 2023 and 2024 and construction in 2025.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution authorizing the execution of an Iowa's Clean Air Attainment Program (ICAAP) application to facilitate partial funding of the N Ankeny Boulevard Improvements - 1st Street to 11th Street project by and between the City of Ankeny and the Iowa Department of Transportation (Iowa DOT).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Concept

RESOLUTION 23-XXX

A RESOLUTION AUTHORIZING THE CITY OF ANKENY, IOWA, TO MAKE AN APPLICATION TO THE IOWA DEPARTMENT OF TRANSPORTATION'S IOWA'S CLEAN AIR ATTAINMENT PROGRAM (ICAAP) FOR THE PARTIAL FUNDING OF A PROJECT FOR IMPROVEMENTS TO THE N ANKENY BOULEVARD CORRIDOR FROM 1ST STREET TO 11TH STREET WITHIN THE CITY LIMITS OF ANKENY.

WHEREAS, Iowa's Clean Air Attainment Program is established by the Iowa Department of Transportation (Iowa DOT); and

WHEREAS, said program allows for funding to be provided to states, counties or cities for eligible projects or programs that will contribute to reducing transportation-related congestion and air pollution; and

WHEREAS, the City of Ankeny has determined that improvements to the N Ankeny Boulevard corridor from 1st Street to 11th Street will likely reduce idling time and the associated pollutant emissions. The proposed improvements include adding right turn lanes at 5th Street, 9th Street, and 11th Street, pedestrian ramp upgrades and associated traffic signal reconstruction.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Ankeny, Iowa, that:

1. The City Council supports and approves the application for Iowa's Clean Air Attainment Program funding.

2. The City Council hereby commits the additional funds necessary for construction of the project beyond any Iowa's Clean Air Attainment Program funding.

3. The City Council hereby commits to accepting and maintaining these improvements in accordance with the Iowa DOT's Iowa's Clean Air Attainment Program.

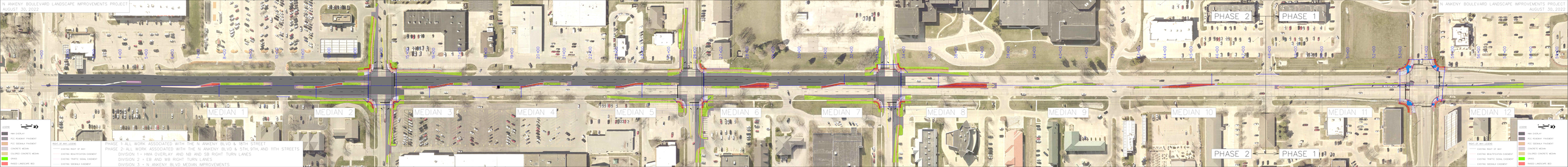
4. The Mayor, or Mayor's designee, is hereby authorized to sign and execute the application on behalf of the City.

DATED at Ankeny, Iowa, this 18th day of September, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk


N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS PROJECT
AUGUST 30, 2022
PHASE 1 ALL WORK ASSOCIATED WITH THE N. ANKENY BLVD & 18TH STREET
PHASE 2 ALL WORK ASSOCIATED WITH THE N. ANKENY BLVD & 5TH, 9TH, AND 11TH STREETS
DIVISION 1 - HMA OVERLAY AND NB AND SB RIGHT TURN LANES
DIVISION 2 - EB AND WB RIGHT TURN LANES
DIVISION 3 - N. ANKENY BLVD MEDIAN IMPROVEMENTS
MEDIAN 1
MEDIAN 2
MEDIAN 3
MEDIAN 4
MEDIAN 5
MEDIAN 6
MEDIAN 7
MEDIAN 8
MEDIAN 9
MEDIAN 10
MEDIAN 11
MEDIAN 12
PHASE 2
PHASE 1
LEGEND
HMA OVERLAY
PCC ROADWAY PAVEMENT
PCC SIDEWALK PAVEMENT
CONCRETE MEDIAN
COLORED CONCRETE MEDIAN
RAISED LANDSCAPE BED
EXISTING RIGHT OF WAY
EXISTING BEAUTIFICATION EASEMENT
EXISTING TRAFFIC SIGNAL EASEMENT
EXISTING SIDEWALK EASEMENT

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** setting a public hearing on a proposal to vacate a drainage easement located across lots 1 of Aspen Ridge Commercial Plat 3. (date of hrg: 10/2/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

McDonald's Corporation is proposing to vacate an existing drainage easement across property they are acquiring, which currently owned by Murphy Commercial Properties, LLC. A site plan for the property is currently under review by City Staff for approval. The drainage easement is no longer necessary, as the proposed site layout no longer drains to that location. Engineering staff has reviewed this request and is in support of this vacation request.

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
Applicant Letter
Notice
Vacation Exhibit
Application

RESOLUTION

RESOLUTION 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 A PUBLIC DRAINAGE EASEMENT, LOCATED ON LOT 1, ASPEN RIDGE COMMERCIAL PLAT 3

WHEREAS, a request has been submitted for the City Council of the City of Ankeny, Iowa, to consider vacating a portion of a public drainage easement, located on Lot 1, Aspen Ridge Commercial Plat 3, and being legally described as follows:

SEE ATTACHED EASEMENT VACATION PLAT

WHEREAS, City staff has reviewed the request, and determined that said easement vacation is appropriate; and

WHEREAS, Section 364.7, Code of Iowa, provides that easements may be vacated only after notice and hearing as provided by law.

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 2nd day of October, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a request to vacate a portion of a public storm sewer easement, located on Lot 1, Aspen Ridge Commercial Plat 3; 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 18th day of September, 2023.

CITY OF ANKENY, IOWA

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

McCLURE™
ENGINEERING Co.

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

2023.08.15

Bryan Morrissey
Associate Planner

Planning and Building Department
Community Development Department
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Aspen Ridge Commercial Plat 3 – Easement Vacation

Dear Bryan,

On behalf of Murphy Commercial Properties LLC (the current owner of Lot 1 Aspen Ridge Commercial Plat 3) we are applying for the City of Ankeny to vacate the Existing Drainage Easement with a book and page of 11315 and 756 located on Lot 1 of Aspen Ridge Commercial Plat 3 soon to be recorded. Watermark Engineering is providing a site plan for Lot 1 of Aspen Ridge Commercial Plat 3 for a fast-food user which intends to use the area for parking and circulation for the site. Watermark proposes to vacate the entirety of the drainage easement (Book 11315 and Page 756) and will relocate a stormwater basin to a more convenient location within Lot 1. The basin provided with the site plan should accommodate all stormwater requirements under City of Ankeny and Aspen Ridge Commercial restrictions for all areas (inside and outside of Lot 1) with drainage patterns heading to the northwest corner of the overall development. The site plan shall propose drainage elements that provide solutions for Lot 1 and areas immediately to the east currently draining to the existing easement area.

We respectfully request the City's review and approval of this easement vacation at the approval of the site plan for lot 1 with consideration for the overall drainage area heading to the existing easement area to allow the project to proceed.

We appreciate the opportunity work with you and look forward to staff comments. Please let me know if you have any questions or need anything further.

Sincerely,

McClure Engineering Company

Trent Smith, PE
Team Leader

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO CONSIDER A REQUEST TO VACATE A PORTION OF A PUBLIC DRAINAGE EASEMENT, LOCATED ON LOT 1, ASPEN RIDGE COMMERCIAL PLAT 3

TO: ALL CITIZENS AND ALL PARTIES IN INTEREST, WHO, UNDER THE PROVISIONS OF SECTION 364.7, CODE OF IOWA, MAY BE ENTITLED TO NOTICE OF ANY PROPOSED RESOLUTION FOR THE VACATION OF AN EASEMENT OR A PORTION OF AN EASEMENT WITHIN THE CITY OF ANKENY, IOWA.

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider a request to vacate a portion of a public drainage easement, located on Lot 1, Aspen Ridge Commercial Plat 3, lying over, under, across, and through those parts legally described as on file in the City Clerk's office.

NOTICE IS FURTHER GIVEN that said Easement is proposed to be vacated by the City of Ankeny and conveyed to Mike Murphy, Murphy Commercial Properties, LLC. Said conveyance will be by Quit Claim Deed, and without payment of consideration.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 2nd day of October, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider the request to vacate said Easement, at which time and place all citizens and all parties in interest shall have the opportunity to be heard.

DATED this 18th day of September, 2023.

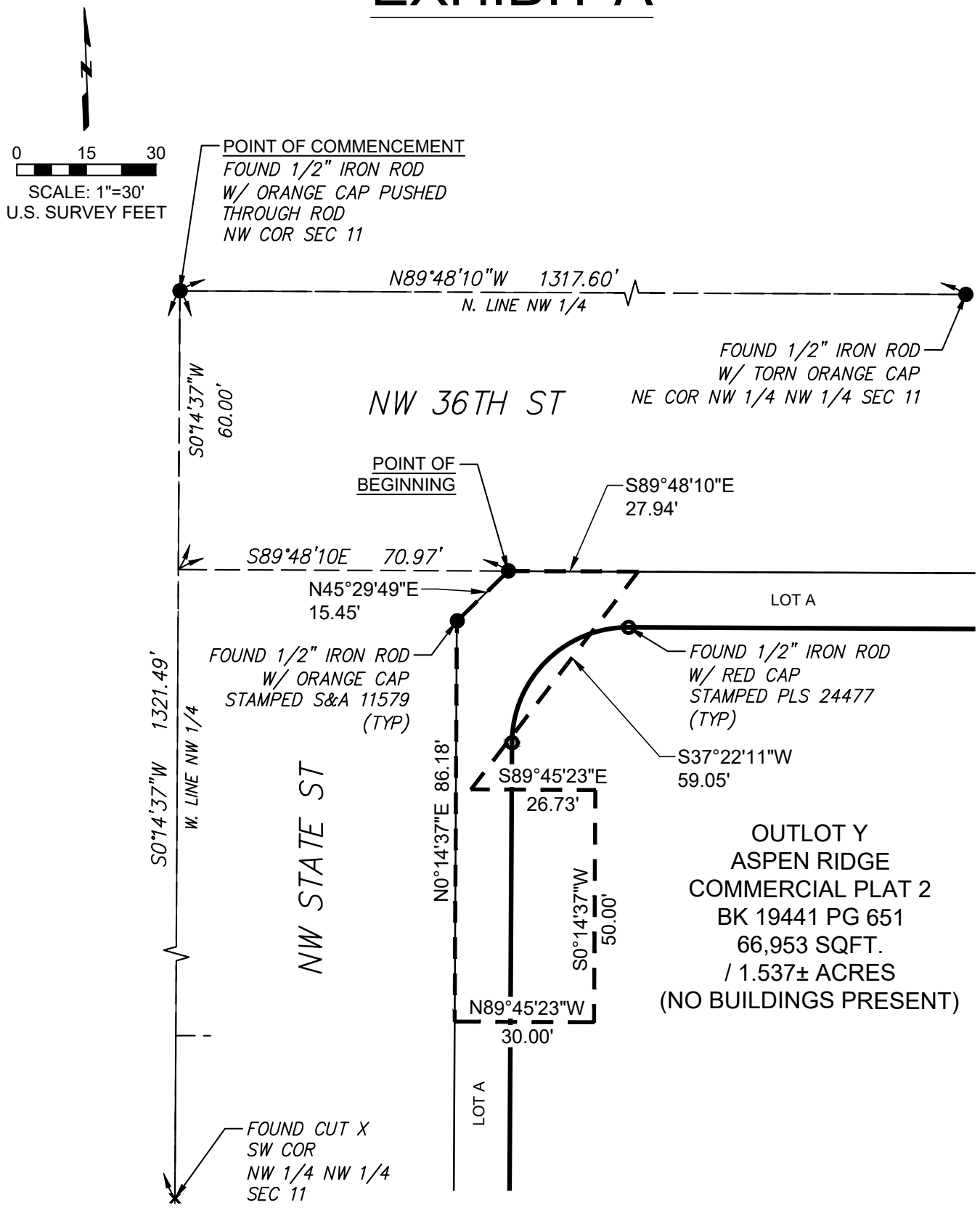
CITY OF ANKENY, IOWA

_____

Michele Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2023.

EXHIBIT A



Farnsworth GROUP
20 ALLEN AVENUE, SUITE 200
ST LOUIS, MISSOURI 63119
(314) 962-7900 / info@f-w.com

EASEMENT VACATION
PART OF LOT A AND OUTLOT Y
ASPEN RIDGE COMMERCIAL PLAT 2
NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST, 5TH PM
CITY OF ANKENY, POLK COUNTY, IOWA

PROJECT NO.:	0220491.00
DRAWN:	EAT
REVIEWED:	CME
DATE:	8/15/2023

| etrentmann | J:\2022\0220491.00 - McD - NW 36th & NW State St LC014-0363\Survey\07_Drawings\XV_ESMT - 0220491.dwg | 8/15/2023 1:22 PM |

EASEMENT VACATION

PERMANENT DRAINAGE EASEMENT VACATION LOCATED WITHIN A PORTION OF LOT A AND OUTLOT Y OF ASPEN RIDGE COMMERCIAL PLAT, ACCORDING TO THE DOCUMENT THEREOF RECORDED IN BOOK 19441, PAGE 651 OF THE POLK COUNTY RECORDS, SITUATED WITHIN A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE SOUTH 0°14‘37" WEST ALONG THE WEST LINE OF SAID NORTHWEST 1/4, 60.00 FEET; THENCE DEPARTING SAID LINE, SOUTH 89°48'10" EAST, 70.97 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT VACATION; THENCE ALONG THE NORTH LINE OF SAID LOT A, SOUTH 89°48'10" EAST, 27.94 FEET; THENCE DEPARTING SAID LINE, SOUTH 37°22'11" WEST, 59.05 FEET; THENCE SOUTH 89°45'23" EAST, 26.73 FEET; THENCE SOUTH 0°14'37" WEST, 50.00 FEET; THENCE NORTH 89°45'23" WEST, 30.00 FEET TO THE WEST LINE OF SAID LOT A; THENCE ALONG SAID LINE, NORTH 0°14'37" EAST, 86.18 FEET; THENCE NORTH 45°29'49" EAST, 15.45 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES (2,433 S.F.).

SAID EASEMENT VACATION BEING THE SAME DESCRIBED PERMANENT DRAINAGE EASEMENT IDENTIFIED AS AREA "A" IN AN ACQUISITION PLAT RECORDED IN BOOK 11315, PAGE 756 OF SAID COUNTY RECORDS.

Farnsworth GROUP
20 ALLEN AVENUE, SUITE 200
ST LOUIS, MISSOURI 63119
(314) 962-7900 / info@f-w.com

EASEMENT VACATION
PART OF LOT A AND OUTLOT Y
ASPEN RIDGE COMMERCIAL PLAT 2
NORTHWEST QUARTER OF THE NORTHWEST QUARTER
SECTION 11, TOWNSHIP 80 NORTH, RANGE 24 WEST, 5TH PM
CITY OF ANKENY, POLK COUNTY, IOWA

PROJECT NO.:	0220491.00
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| etrentmann | J:\2022\0220491.00 – McD – NW 36th & NW State St LC014-0363\Survey\07_Drawings\XV_ESMT – 0220491.dwg | 8/15/2023 1:22 PM |

DocuSign Envelope ID: 7B3D5EAF-C72D-4E12-9AB1-86C805199FC0

Vacations & Conveyance

Approval Process & Application Packet

city of Ankeny
bringing it all together

Application process & submittal requirements:
Following complete submittal of the application, the easement vacation process generally takes 8 weeks and involves the publication of a notice of hearing, a public hearing by the City Council, three considerations of the ordinance vacating the easement and/or property, and publication of the approved ordinance. 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.

This application must be accompanied by

- ☐ Letter of request
- ☐ Legal description and drawing
- ☐ Letters of authorization from utility companies
- ☐ $360.00 fee (*includes administrative costs, cost of publication of notice and document recording*)

Applicant/Contact Person:

Full Name: Christopher Stepp Company: McDonald's Coorporation

Address: 110 N Carpenter St

City, State, Zip: Chicago, IL 60607

Office Phone: 630-210-2413 Cell Phone: _____

E-mail: Christopher.Stepp@us.mcd.com

Property Owner:

Full Name: Mike Murphy, Manager Company: Murphy Commercial Properties, LLCMurphy Commercial Properties, LLC

Address: PO BOX 667

City, State, Zip: Ankeny, IA 50021

Office Phone: _____ Cell Phone: 712-540-3756

E-mail: eric@atirealty.com

Property Address:

Southeast corner of NW 36th St & NW State St

Legal Description:

_____

Type of Vacation (check all that apply):

- ☐ Public Utility Easement
- ☐ Water Main Easement
- ☐ Roadway Easement
- ☐ Ingress/egress Easement
- ☐ Right-of-way
- ☐ Other _____
- ☐ Landscape Buffer Easement
- ☑ Surface Drainage & Flood Easement
- ☐ Sanitary Sewer Easement
- ☐ Storm Sewer Easement

Conveyance to:

- ☐ Applicant (*Tax address*) _____
- ☐ Other

Name: _____

Tax address: _____

DocuSign Envelope ID: 7B3D5EAF-C72D-4E12-9AB1-86C805199FC0

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ankeny, and have submitted all the required information.

Signed by: _____ Date: 7/12/23
(Applicant/Contact Person)

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

DocuSigned by:
and: _____ Date: 7/27/2023
12E86C6D07F4B82...
(Property Owner)

Original signatures are required

General Information:

Contact utility companies to request, in writing, a release of public utility easement

- ✓ Mid American Energy
  Right-of-Way Services (800) 632-0999
  4299 NW Urbandale Drive, Urbandale, IA 50322
- ✓ Consumers Energy
  Right-of-Way Services (641) 752-1593
  2074 242nd Street, Marshalltown, IA 50158-9137
- ✓ Mediacom (Cable)
  Construction Supervisor (515) 246-1890
  2205 Ingersoll Avenue, Des Moines, IA 50312
- ✓ CenturyLink
  Jim Monahan, Manager Engineering & Construction (515) 283-3444
  2103 E University Ave, Des Moines, IA 50317
  Carroll "Buck" Wheaton, Manager Engineering & Construction (515)283-3440
  5475 Meredith Dr, Des Moines, IA 50310 and/or
  Peter Vielhaber, Area Plant Supervisor (515)965-0039
  513 SE Magazine Rd, Ankeny, IA 50021

Submit the completed Application Packet to:

Community Development Department
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

If you have questions, please contact the Community Development Department at:
Phone: (515) 963-3550 (Public Services Building Front Desk)
E-mail: planning@ankenyiowa.gov

The following links are available on the City of Ankeny website at https://www.ankenyiowa.gov/200/Planning-Information

Community Development
- Zoning & Subdivision Municipal Codes
- Zoning Map
- Ankeny Comprehensive Plan
- Development Schedule
- Development Fee Schedule
- Polk County Assessor's Site
- Polk County Recorder's Site
- FEMA (Federal Emergency Management Agency)
- FIRM (Flood Insurance Rate Map)

No application will be accepted unless it complies with all the submittal requirements.
Applications that are incomplete will be returned to the applicant without further review.

Updated: February 2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities in Grove Landing Plat 5.

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 GROVE LANDING PLAT 5 FOR UTILITIES

WHEREAS, on the 20th day of June, 2022, 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. 2022-307; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

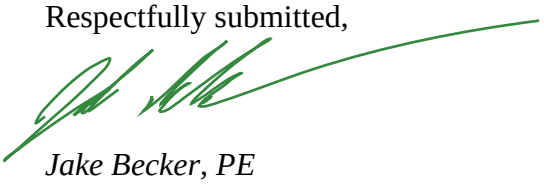
Grove Landing Plat 5

Ankeny, Iowa

9/18/2023

This is to certify that the construction improvements on the ***Grove Landing Plat 5*** 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

McCLURE™
ENGINEERING CO.

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

September 18, 2023

Mitch Wedell, PE
Development Engineering Manager
Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Grove Landing Plat 5 (MEC#190791-080)
Public Improvement Acceptance - Letter of Assurance

Dear Mitch,

On behalf of Grove Landing Development LLC, we respectfully request acceptance of the public improvements for Grove Landing Plat 5. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. McClure Engineering Company has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Punchlist
- Inspector Field Notes
- Certificate of Completion
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

McClure Engineering Company

Jake Becker, PE
Senior Project Manager

Cc: Grove Landing Development, LLC
ATI Group

Enc: See above

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for paving and subgrade prep. in Grove Landing Plat 5.

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 GROVE LANDING PLAT 5 FOR PAVING & SUBGRADE PREP

WHEREAS, on the 20th day of June, 2022, 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 & Subgrade Prep., approved under Resolution No. 2022-308; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

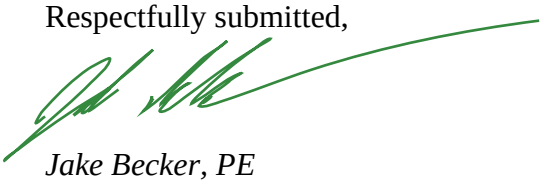
Grove Landing Plat 5

Ankeny, Iowa

9/18/2023

This is to certify that the construction improvements on the ***Grove Landing Plat 5*** 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

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ENGINEERING CO.

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

September 18, 2023

Mitch Wedell, PE
Development Engineering Manager
Municipal Utilities - Development Engineering
City of Ankeny Public Services Building
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Grove Landing Plat 5 (MEC#190791-080)
Public Improvement Acceptance - Letter of Assurance

Dear Mitch,

On behalf of Grove Landing Development LLC, we respectfully request acceptance of the public improvements for Grove Landing Plat 5. This project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. McClure Engineering Company has provided the following documents for your review and file:

- Record Drawings with "As-Built" information
- Punchlist
- Inspector Field Notes
- Certificate of Completion
- .xyz file for as-built shots

We ask that this request be placed on the City Council meeting agenda to consider acceptance of the aforementioned public improvements. Should you have any questions or concerns, feel free to contact us.

Sincerely,

McClure Engineering Company

Jake Becker, PE
Senior Project Manager

Cc: Grove Landing Development, LLC
ATI Group

Enc: See above

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | LAKE OZARK, MISSOURI

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for utilities QRS Investments Development Plat 1.

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 QRS INVESTMENTS DEVELOPMENT PLAT 1 FOR UTILITIES

WHEREAS, on the 19th day of April, 2021, the City of Ankeny, Iowa entered into a three-party contract with Cooper & Sons, the Contractor, and QRS Investments LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2021-185; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

QRS INVESTMENTS DEVELOPMENTS PLAT 1

Ankeny, Iowa

SEPTEMBER 18TH, 2023

This is to certify that the construction improvements on the QRS Investments development 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,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

September 8, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: QRS Investments development plat 1
S&A PROJECT NO.: 120.0245.01B

Submitted herein for your information are the following documents supporting the completion of QRS Investments development plat 1

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER
- Low pressure air test
- Video inspection
- Manhole vacuum test
- Mandrel

WATER MAIN
- Pressure test

Sincerely,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for paving and subgrade prep. in QRS Investments Development Plat 1.

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 QRS INVESTMENTS DEVELOPMENT PLAT 1 FOR PAVING & SUBGRADE PREP

WHEREAS, on the 19th day of April, 2021, the City of Ankeny, Iowa entered into a three-party contract with Jordison Construction, the Contractor, and QRS Investments LLC, the Developer, for the construction of certain public improvements generally described as Paving & Subgrade Prep, approved under Resolution No. 2021-186; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

CERTIFICATE OF COMPLETION

QRS INVESTMENTS DEVELOPMENTS PLAT 1

Ankeny, Iowa

SEPTEMBER 18TH, 2023

This is to certify that the construction improvements on the QRS Investments development 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,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.

2727 SW SNYDER BOULEVARD | P.O. BOX 1159 | ANKENY, IA 50023-0974
P: 515-964-2020 | F: 515-964-7938 | SNYDER-ASSOCIATES.COM

September 8, 2023

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: QRS Investments development plat 1
S&A PROJECT NO.: 120.0245.01B

Submitted herein for your information are the following documents supporting the completion of QRS Investments development plat 1

1. Record set of drawings showing as-built construction.
2. Certification to the Department of Natural Resources.
3. Field notes
4. Utility Service Locates
5. Test Results

To the best of my knowledge, all work has been satisfactorily completed in compliance with City of Ankeny Standard Specifications.

Snyder & Associates observed test(s) for the following:

SANITARY SEWER
- Low pressure air test
- Video inspection
- Manhole vacuum test
- Mandrel

WATER MAIN
- Pressure test

Sincerely,

SNYDER & ASSOCIATES, INC.

Jon Hanson, P.E.

15562
Iowa Reg. No.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for subgrade prep in Nelson Senior Living.

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 NELSON SENIOR LIVING FOR SUBGRADE PREP

WHEREAS, on the 19th day of December, 2022, the City of Ankeny, Iowa entered into a three-party contract with Baker Enterprises, Inc., the Contractor, and Nelson Construction Services, the Developer, for the construction of certain public improvements generally described as Subgrade Prep, approved under Resolution No. 2022-556; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Nelson Senior Living

Ankeny, Iowa
September 18, 2023

This is to certify that the construction improvements on the ***Nelson Senior Living*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Civil Design Advantage. LLC

John Patrick Becker, P.E.
Project Engineer
Iowa License Number 25523

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

September 18, 2023

City of Ankeny – Community Services
Attn: Don Clark
220 W. 1st Street
Ankeny, Iowa 50023

RE: Nelson Senior Living
Public Improvement Acceptance

Dear Don:
We respectfully request acceptance of the public improvements for the aforementioned project. The project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. We have attached the following supporting documents for your review and file:

- One set of record drawings with 'as-built' information and service locations (PDF)
- Utility service locates
- Inspector field notes
- Completed list of punch list items

Following your review, please place on the next available City Council Agenda or contact myself with questions. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

John Patrick Becker, P.E.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements for paving in Nelson Senior Living.

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 NELSON SENIOR LIVING FOR PAVING

WHEREAS, on the 19th day of December, 2022, the City of Ankeny, Iowa entered into a three-party contract with Ramms Construction, LLC, the Contractor, and Nelson Construction Services, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2022-557; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Nelson Senior Living

Ankeny, Iowa
September 18, 2023

This is to certify that the construction improvements on the ***Nelson Senior Living*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Civil Design Advantage. LLC

John Patrick Becker, P.E.
Project Engineer
Iowa License Number 25523

CIVIL DESIGN ADVANTAGE L.L.C.
ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS & SURVEYORS

September 18, 2023

City of Ankeny – Community Services
Attn: Don Clark
220 W. 1st Street
Ankeny, Iowa 50023

RE: Nelson Senior Living
Public Improvement Acceptance

Dear Don:
We respectfully request acceptance of the public improvements for the aforementioned project. The project was constructed in substantial conformance with the approved plans and specifications to the best of our knowledge. We have attached the following supporting documents for your review and file:

- One set of record drawings with 'as-built' information and service locations (PDF)
- Utility service locates
- Inspector field notes
- Completed list of punch list items

Following your review, please place on the next available City Council Agenda or contact myself with questions. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

John Patrick Becker, P.E.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements in NE Four Mile Drive Creek Crossing 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 NE FOUR MILE DRIVE CREEK CROSSING FOR UTILITIES

WHEREAS, on the 3rd day of April, 2023, the City of Ankeny, Iowa entered into a three-party contract with The Underground Company, Ltd., the Contractor, and Deer Creek Estates, LLC, the Developer, for the construction of certain public improvements generally described as Utilities, approved under Resolution No. 2023-158; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

NE Four Mile Drive Creek Crossing

Ankeny, Iowa

September 18, 2023

This is to certify that the construction improvements on the ***NE Four Mile Drive Creek Crossing*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Emily Harding

Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements in NE Four Mile Drive Creek Crossing for subgrade.

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 NE FOUR MILE DRIVE CREEK CROSSING FOR SUBGRADE

WHEREAS, on the 3rd day of April, 2023, the City of Ankeny, Iowa entered into a three-party contract with Seamus Excavating LLC, the Contractor, and Deer Creek Estates LLC, the Developer, for the construction of certain public improvements generally described as Subgrade, approved under Resolution No. 2023-159; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

NE Four Mile Drive Creek Crossing

Ankeny, Iowa

September 18, 2023

This is to certify that the construction improvements on the ***NE Four Mile Drive Creek Crossing*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Emily Harding

Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting public improvements in NE Four Mile Drive Creek Crossing 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 NE FOUR MILE DRIVE CREEK CROSSING FOR PAVING

WHEREAS, on the 3rd day of April, 2023, the City of Ankeny, Iowa entered into a three-party contract with Manatts, Inc., the Contractor, and Deer Creek Estates LLC, the Developer, for the construction of certain public improvements generally described as Paving, approved under Resolution No. 2023-160; 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 September 18th, 2023 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and

2. That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 18th day of September, 2023.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

NE Four Mile Drive Creek Crossing

Ankeny, Iowa

September 18, 2023

This is to certify that the construction improvements on the ***NE Four Mile Drive Creek Crossing*** project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

Emily Harding

Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2023 Asphalt Street Resurfacing Program - SW Ordnance Road: Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by $10,458.67; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with OMG Midwest DBA Des Moines Asphalt and Paving in the amount of $279,768.28; and d) Final Payment #3 in the amount of $2,034.90; Retainage Payment in the amount of $13,988.41.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to OMG Midwest DBA Des Moines Asphalt and Paving for the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project.

The 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project is now complete. A series of actions are needed in order to close out this construction project:

1) Approval of the Final Change Order #2 decreasing the contract amount by $10,458.67.

2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project and establishes the final contract amount to be $279,768.28.

4) Final Payment: OMG Midwest DBA Des Moines Asphalt and Paving = $2,034.90

Retainage Payment: OMG Midwest DBA Des Moines Asphalt and Paving = $13,988.41

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 #2 decreasing the contract amount by $10,458.67.

2. Accept the Certificate of Completion from the project engineer for the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project.

3. Adopt the Resolution accepting the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project with OMG Midwest DBA Des Moines Asphalt and Paving in the final contract amount of $279,768.28; and

4. Authorize final payment to OMG Midwest DBA Des Moines Asphalt and Paving in the amount of $2,034.90 and release of retainage payment in the amount of $13,988.41 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 3, 2023: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Certificate of Completion
Pay Application #3 (Final)
Resolution
Change Order #2 (Final)

CERTIFICATE OF COMPLETION

2023 Asphalt Street Resurfacing Program – SW Ordnance Road

Ankeny, Iowa

September 18, 2023

This is to certify that the construction improvements on the ***2023 Asphalt Street Resurfacing Program – SW Ordnance Road*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***$279,768.28***. I hereby recommend acceptance of the project.

Respectfully submitted,

Jim Haberichter
Civil Engineer II
City of Ankeny
Iowa License Number P24710

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title: 2023 Asphalt Street Resurfacing Program - SW Ordnance Road
Contractor: OMG Midwest DBA Des Moines Asphalt and Paving
Address: 1240 SE Tones Drive, Suite 13, Ankeny, IA 50023
Finance Budget Code: 950.3950.4451 **Finance Project #:** 950.4451
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: April 3, 2023 **Vendor Account #:** 593

Date of Council Meeting: September 18, 2023 **Payment Application #:** 3 FINAL

Payment Period: From: August 6, 2023 Through: August 30, 2023

Contract Summary:

Original Contract Amount:	$ 287,826.95			
Net Change by Change Orders:	$ (8,058.67)			
Contract Amount to Date: (line 1 ± 2)		$ 279,768.28		
Total Completed and Stored to Date:	$ 279,768.28			
Retainage: 5 % of Completed Work:	$ 13,988.41			
Total Earned Less Retainage:		$ 265,779.87		
Less Previous Applications for Payment:		$ 263,744.97		
SUBTOTAL:			$	2,034.90
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**2,034.90**
Balance to Finish, Including Retainage:		$ 13,988.41		
Contract Time Remaining:	- Calendar Date			

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

Construction Contractor Approval: OMG Midwest DBA Des Moines Asphalt and Paving
Firm Name

Brian Beaird
Signature

8/30/23
Date

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

9/7/2023
Date

Submit to: Jim Haberichter, P.E.
E-mail: Jhaberichter@Ankenylowa.gov Phone Number: 515-963-3536

Date Printed: 8/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.01	Topsoil, Off-site	CY	175.00	(103.00)	72.00	$ 94.75	$ 6,822.00		$ -	72.00	72.00	$ 6,822.00	0.00	100.00%
2.02	Excavation, Class 13, For Widening	CY	307.00		307.00	$ 26.80	$ 8,227.60		$ -	307.00	307.00	$ 8,227.60	0.00	100.00%
2.03	Granular Shoulder, Type B	TON	124.00	59.55	183.55	$ 45.50	$ 8,351.53		$ -	183.55	183.55	$ 8,351.53	0.00	100.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1.00	(1.00)	0.00	$ 3,215.00	$ -		$ -		0.00	$ -	0.00	0.00%
	STREETS AND RELATED WORK													
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	230.00	(33.55)	196.45	$ 96.00	$ 18,859.20		$ -	196.45	196.45	$ 18,859.20	0.00	100.00%
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	646.00	(31.69)	614.31	$ 96.00	$ 58,973.76		$ -	614.31	614.31	$ 58,973.76	0.00	100.00%
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	731.00	64.29	795.29	$ 96.00	$ 76,347.84		$ -	795.29	795.29	$ 76,347.84	0.00	100.00%
7.04	Removal of Sidewalk	SY	87.00		87.00	$ 16.10	$ 1,400.70		$ -	87.00	87.00	$ 1,400.70	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	46.00		46.00	$ 80.00	$ 3,680.00		$ -	46.00	46.00	$ 3,680.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	47.00		47.00	$ 117.00	$ 5,499.00		$ -	47.00	47.00	$ 5,499.00	0.00	100.00%
7.07	Detectable Warnings, Galvanized Steel	SF	72.00		72.00	$ 59.00	$ 4,248.00		$ -	72.00	72.00	$ 4,248.00	0.00	100.00%
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	42.00	(4.00)	38.00	$ 150.00	$ 5,700.00		$ -	38.00	38.00	$ 5,700.00	0.00	100.00%
7.09	Milling, HMA, 2" Depth	SY	5,413.00		5,413.00	$ 2.80	$ 15,156.40		$ -	5413.00	5,413.00	$ 15,156.40	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Painted Pavement Markings, Durable	STA	75.00	1.25	76.25	$ 153.00	$ 11,666.25		$ -	76.25	76.25	$ 11,666.25	0.00	100.00%
8.02	Grooves Cut for Pavement Markings	STA	75.00	1.25	76.25	$ 102.00	$ 7,777.50		$ -	76.25	76.25	$ 7,777.50	0.00	100.00%
8.03	Temporary Traffic Control	LS	1.00		1.00	$ 20,500.00	$ 20,500.00		$ -	1.00	1.00	$ 20,500.00	0.00	100.00%
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	10.00		10.00	$ 331.00	$ 3,310.00		$ -	10.00	10.00	$ 3,310.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20	0.01	0.21	$ 2,550.00	$ 535.50		$ -	0.21	0.21	$ 535.50	0.00	100.00%
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.20	0.01	0.21	$ 5,100.00	$ 1,071.00	0.21	$ 1,071.00		0.21	$ 1,071.00	0.00	100.00%
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.40	0.02	0.42	$ 5,100.00	$ 2,142.00	0.21	$ 1,071.00	0.21	0.42	$ 2,142.00	0.00	100.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 15,500.00	$ 15,500.00		$ -	1.00	1.00	$ 15,500.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	$ 1,600.00	$ 1,600.00		$ -	1.00	1.00	$ 1,600.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	Remobilize shoulder equipment	LS		1.00	1.00	$ 2,400.00	$ 2,400.00		$ -	1.00	1.00	$ 2,400.00	0.00	100.00%
12.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 279,768.28 PAY PERIOD = $ 2,142.00 COMPLETED = $ 279,768.28 100.00%

Date printed: 8/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	$ 236,399.69
2	August 21, 2023	$ 27,345.28
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 263,744.97

Record of Change Orders:

No.	Date	Amount
1	July 17, 2023	$ 2,400.00
2	September 18, 2023	$ (10,458.67)
3		
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14		
15		

CHANGE ORDER TOTAL = $ (8,058.67)

Contract Time Remaining:

Contract Period:	Calendar Date
Construction Start Date:	June 5, 2023

Substantial Completion:

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

Full Completion:

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

Date Printed: 8/29/2023

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2023 ASPHALT STREET RESURFACING PROGRAM - SW ORDNANCE ROAD

WHEREAS, on the **3rd** day of **April**, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **OMG Midwest DBA Des Moines Asphalt & Paving** of **Ankeny, Iowa**, for the construction of certain public improvements generally described as the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road; 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 **September 18**, 2023:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be $**279,768.28**, as shown in the report of the Engineer.

PASSED AND APPROVED this **18th** day of **September**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

CHANGE ORDER FORM

Project Title:	2023 Asphalt Street Resurfacing Program - SW Ordnance Road		
Contractor:	OMG Midwest DBA Des Moines Asphalt and Paving		
Address:	1240 SE Tones Drive, Suite 13, Ankeny, IA 50023		
Finance Budget Code:	950.3950.4451	**Finance Project #:**	950.4451
Vendor Project #:	N/A	**Purchase Order #:**	N/A
Original Contract Date:	April 3, 2023	**Vendor Account #:**	593

Date of Council Meeting: September 18, 2023 **Change Order #** 2 FINAL

Purpose of Change Order:

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.01	Topsoil, Off-site	CY	(103.00)	$ 94.75	$ (9,759.25)
2.03	Granular Shoulder, Type B	TON	59.55	$ 45.50	$ 2,709.53
6.01	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	(1.00)	$ 3,215.00	$ (3,215.00)
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	(33.55)	$ 96.00	$ (3,220.80)
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	(31.69)	$ 96.00	$ (3,042.24)
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	64.29	$ 96.00	$ 6,171.84
7.08	Full Depth Patches, PCC, Class C-SUD, 8' Thick	SY	(4.00)	$ 150.00	$ (600.00)
8.01	Painted Pavement Markings, Durable	STA	1.25	$ 153.00	$ 191.25
8.02	Grooves Cut for Pavemetn Markings	STA	1.25	$ 102.00	$ 127.50
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.01	$ 2,550.00	$ 25.50
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.01	$ 5,100.00	$ 51.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.02	$ 5,100.00	$ 102.00
Change Order #:	**2 FINAL**	**makes the following adjustments to the Contract:**			**$ (10,458.67)**

Contractor Accepted: OMG Midwest DBA Des Moines Asphalt and Pavir
Firm Name

Brian Beaird — Signature
8/30/23 — Date

Engineer Approved: City of Ankeny
Firm Name

Signature — Date: 9/7/2023

Owner Accepted: City of Ankeny

Signature — Title: Mayor
Date: September 18, 2023

Attest for Owner:

Signature — Title: City Clerk
Date: September 18, 2023

Record of Change Orders:

	Original Contract Amount	**$ 287,826.95**
#	Change Order Date	Amount
1	July 17, 2023	$ 2,400.00
2	September 18, 2023	$ (10,458.67)
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Revised Contract Amount **$ 279,768.27**

Date Printed: 8/29/2023

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2023 PCC Street Patching Program: Consider motion to approve: a) Final Change Order #2 in the amount of ($3,512.50); b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with TK Concrete, Inc. in the amount of $851,622.50; and d) Final Payment #5 in the amount of $40,119.92; and Retainage Payment in the amount of $42,581.13.

EXECUTIVE SUMMARY:

The actions before the council are the approve of Final Change Order #2, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the Final Payment Application #5 and the Retainage payment to TK Concrete, Inc. on the 2023 PCC Street Patching Program Program project.

The 2023 PCC Street Patching Program Program project is now complete. A series of actions are needed in order to close out this construction project:

a) Final Change Order #2 = ($3,512.50)

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 2023 PCC Street Patching Program Program project and establishes the final contract amount to be $851,622.50.

d) Final Payment Application #5: TK Concrete, Inc. = $40,119.92

Retainage Payment: TK Concrete, Inc. = $42,581.13

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 #2 in the amount of ($3,512.50).

2. Accept the Engineer's Certificate of Completion for the 202e PCC Street Patching Program project.

3. Adopt the Resolution accepting the 2023 PCC Street Patching Program project in the final contract amount of $851,622.50.

3. Authorize Final Payment Application #5 in the amount of $40,119.92, and the Retainage Payment in the amount of $42,581.13.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 20, 2023: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order #2 (Final)
Certificate of Completion
Payment Application #5 (Final)
Resolution

CHANGE ORDER FORM

Project Title:	2023 PCC Street Patching Program		
Contractor:	TK Concrete, Inc.		
Address:	1608 Fifield Road Pella, Iowa 50219		
Finance Budget Code:	963.3963.4451	**Finance Project #:**	963.4451
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	February 20, 2023	**Vendor Account #:**	4907

Date of Council Meeting: September 18, 2023 **Change Order #:** 2

Purpose of Change Order:

6.04,7.07,8.01,8.02,8.03,8.04,9.01,9.02 - Balancing of quantities to reflect what was measured in the field.
7.08 - Determined to not be needed during construction.
8.06 - Increased quantitiy to account for aditional message boards on NW State Street
12.01 - Added in 2 temporary right turn arrow symbols on NW State Street.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
6.04	Intake Adjustment, Minor, Single Grate	EA	(0.50)	$ 2,250.00	$ (1,125.00)
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	50.00	$ 115.00	$ 5,750.00
7.08	Subbase Over-excavation, 6" Depth	SY	(500.00)	$ 20.00	$ (10,000.00)
8.01	Painted Pavement Markings, Waterborne	STA	1.90	$ 750.00	$ 1,425.00
8.02	Painted Pavement Markings, Durable	STA	0.10	$ 1,200.00	$ 120.00
8.03	Wet, Retroreflective Removable Tape Markings	STA	1.80	$ 375.00	$ 675.00
8.04	Grooves Cut for Pavement Markings	STA	0.10	$ 1,225.00	$ 122.50
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	5.00	$ 250.00	$ 1,250.00
9.01	Conventional Seeding and Fertilizing, Type 4	AC	(0.04)	$ 7,000.00	$ (280.00)
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	(0.04)	$ 50,000.00	$ (2,000.00)
12.01	Wet, Retroreflective Removable Symbols	EA	2.00	$ 275.00	$ 550.00
Change Order #:	**2**	**makes the following adjustments to the Contract:**			**$ (3,512.50)**

Contractor Accepted: TK Concrete, Inc.
Firm Name

Blane Reutter — Digitally signed by: Blane Reutter; DN: CN = Blane Reutter C = US O = TK Concrete, Inc.; Date: 2023.09.07 15:13:05 -05'00'
Signature — Date

Engineer Approved: City of Ankeny
Firm Name

Adam Lusk — 09/07/23
Signature — Date

Owner Accepted: City of Ankeny

Signature — Mayor
Title

September 18, 2023
Date

Attest for Owner:

Signature — City Clerk
Title

September 18, 2023
Date

Record of Change Orders:

Original Contract Amount		**$ 840,250.00**
#	Change Order Date	Amount
1	August 21, 2023	$ 14,885.00
2	September 18, 2023	$ (3,512.50)
3		
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Revised Contract Amount **$ 851,622.50**

Date Printed: 9/7/2023

CERTIFICATE OF COMPLETION

2023 PCC Street Patching Program

Ankeny, Iowa

September 18, 2023

This is to certify that the construction improvements on the ***2023 PCC Street Patching Program*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***$851,622.50***. I hereby recommend acceptance of the project.

Respectfully submitted,

Adam Lust

Adam Lust
Public Works Engineering Manager
City of Ankeny
Iowa License Number 16315

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Project Title:	2023 PCC Street Patching Program		
Contractor:	TK Concrete, Inc.		
Address:	1608 Fifield Road Pella, Iowa 50219		
Finance Budget Code:	963.3963.4451	**Finance Project #:**	963.4451
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	February 20, 2023	**Vendor Account #:**	4907

Date of Council Meeting: September 18, 2023 **Payment Application #:** 5

Payment Period: From: August 6, 2023 Through: August 31, 2023

Contract Summary:

Original Contract Amount:	$ 840,250.00			
Net Change by Change Orders:	$ 11,372.50			
Contract Amount to Date: (line 1 ± 2)		$ 851,622.50		
Total Completed and Stored to Date:	$ 851,622.50			
Retainage: 5 % of Completed Work:	$ 42,581.13			
Total Earned Less Retainage:		$ 809,041.37		
Less Previous Applications for Payment:		$ 768,921.45		
SUBTOTAL:			$	40,119.92
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**40,119.92**
Balance to Finish, Including Retainage:		$ 42,581.13		
Contract Time Remaining:	21.00 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: TK Concrete, Inc.
Firm Name

Blane Reutter Digitally signed by: Blane Reutter DN: CN = Blane Reutter C = US O = TK Concrete, Inc. Date: 2023.09.07 15:09:03 -05'00'
Signature Date

Engineer / Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval:

Adam Lust 09/07/23
Signature Date

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

Date Printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Manhole Adjustment, Sanitary, Minor, Reuse Casting	EA	1.00		1.00	$ 2,000.00	$ 2,000.00	0.00	$ -	1.00	1.00	$ 2,000.00	0.00	100.00%
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1.00		1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
6.03	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1.00		1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
6.04	Intake Adjustment, Minor, Single Grate	EA	8.00	(0.50)	7.50	$ 2,250.00	$ 16,875.00	3.00	$ 6,750.00	4.50	7.50	$ 16,875.00	0.00	100.00%
6.05	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1.00		1.00	$ 5,000.00	$ 5,000.00	0.00	$ -	1.00	1.00	$ 5,000.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341.00		1,341.00	$ 76.00	$ 101,916.00	263.00	$ 19,988.00	1078.00	1,341.00	$ 101,916.00	0.00	100.00%
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129.00	18.00	2,147.00	$ 90.00	$ 193,230.00	0.00	$ -	2147.00	2,147.00	$ 193,230.00	0.00	100.00%
7.03	Removal of Sidewalk	SY	160.00		160.00	$ 15.00	$ 2,400.00	0.00	$ -	160.00	160.00	$ 2,400.00	0.00	100.00%
7.04	Sidewalk, PCC, Class C, 4" Thick	SY	105.00		105.00	$ 70.00	$ 7,350.00	31.00	$ 2,170.00	74.00	105.00	$ 7,350.00	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	96.00		96.00	$ 87.50	$ 8,400.00	17.00	$ 1,487.50	79.00	96.00	$ 8,400.00	0.00	100.00%
7.06	Detectable Warnings, Galvanized Steel	SF	112.00		112.00	$ 55.00	$ 6,160.00	32.00	$ 1,760.00	80.00	112.00	$ 6,160.00	0.00	100.00%
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168.00	163.00	2,331.00	$ 115.00	$ 268,065.00	0.00	$ -	2331.00	2,331.00	$ 268,065.00	0.00	100.00%
7.08	Subbase Over-excavation, 6" Depth	SY	500.00	(500.00)	0.00	$ 20.00	$ -	0.00	$ -	0.00	0.00	$ -	0.00	0.00%
7.09	Pavement Removal, PCC	SY	3,470.00	18.00	3,488.00	$ 15.00	$ 52,320.00	0.00	$ -	3488.00	3,488.00	$ 52,320.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Painted Pavement Markings, Waterborne	STA	10.30	1.90	12.20	$ 750.00	$ 9,150.00	0.00	$ -	12.20	12.20	$ 9,150.00	0.00	100.00%
8.02	Painted Pavement Markings, Durable	STA	3.80	0.10	3.90	$ 1,200.00	$ 4,680.00	0.00	$ -	3.90	3.90	$ 4,680.00	0.00	100.00%
8.03	Wet, Retroreflective Removable Tape Markings	STA	1.60	1.80	3.40	$ 375.00	$ 1,275.00	0.00	$ -	3.40	3.40	$ 1,275.00	0.00	100.00%
8.04	Grooves Cut for Pavement Markings	STA	3.80	0.10	3.90	$ 1,225.00	$ 4,777.50	0.00	$ -	3.90	3.90	$ 4,777.50	0.00	100.00%
8.05	Temporary Traffic Control	LS	1.00		1.00	$ 45,000.00	$ 45,000.00	0.00	$ -	1.00	1.00	$ 45,000.00	0.00	100.00%
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20.00	5.00	25.00	$ 250.00	$ 6,250.00	0.00	$ -	25.00	25.00	$ 6,250.00	0.00	100.00%
8.07	Temporary Lane Separator System (TLSS)	LF	1,384.00		1,384.00	$ 18.50	$ 25,604.00	0.00	$ -	1384.00	1,384.00	$ 25,604.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20	(0.04)	0.16	$ 7,000.00	$ 1,120.00	0.00	$ -	0.16	0.16	$ 1,120.00	0.00	100.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.20	(0.04)	0.16	$ 50,000.00	$ 8,000.00	0.00	$ -	0.16	0.16	$ 8,000.00	0.00	100.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 60,000.00	$ 60,000.00	0.00	$ -	1.00	1.00	$ 60,000.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	0.50	$ 1,250.00	0.50	1.00	$ 2,500.00	0.00	100.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	$ 2,500.00	$ 2,500.00	0.25	$ 625.00	0.75	1.00	$ 2,500.00	0.00	100.00%
11.04	Temporary Pedestrian Ramp	EA	2.00		2.00	$ 3,250.00	$ 6,500.00	0.00	$ -	2.00	2.00	$ 6,500.00	0.00	100.00%
11.05	Concrete Washout	LS	1.00		1.00	$ 5,000.00	$ 5,000.00	0.25	$ 1,250.00	0.75	1.00	$ 5,000.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01	Wet, Retroreflective Removable Symbols	EA	0.00	2.00	2.00	$ 275.00	$ 550.00	2.00	$ 550.00		2.00	$ 550.00	0.00	100.00%
12.02					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.03					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.04					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = $ 851,622.50 PAY PERIOD = $ 35,830.50 COMPLETED = $ 851,622.50 100.00%

Date printed: 9/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	$ 174,548.25
2	June 19, 2023	$ 159,011.47
3	July 17, 2023	$ 241,559.83
4	August 21, 2023	$ 193,801.90
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 768,921.45

Record of Change Orders:

No.	Date	Amount
1	August 21, 2023	$ 14,885.00
2	September 18, 2023	$ (3,512.50)
3		
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CHANGE ORDER TOTAL = $ 11,372.50

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	March 27, 2023

Substantial Completion:

Contract Working Days:	110.0
Added by Change Order:	
Total Working Days:	110.0
Working Days Used to Date:	89.0
Working Days Remaining:	**21.0**

Full Completion:

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

Date Printed: 9/7/2023

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2023 PCC STREET PATCHING PROGRAM", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE 2023 PCC STREET PATCHING PROGRAM

WHEREAS, on the **20th** day of **February**, 2023, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **TK Concrete, Inc.** of **Pella, Iowa**, for the construction of certain public improvements generally described as the 2023 PCC Street Patching Program; 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 **September 18, 2023**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be $**851,622.50**, as shown in the report of the Engineer.

PASSED AND APPROVED this **18th** day of **September**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Police	Deliver Exceptional Service

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion authorizing the The City of Ankeny Iowa to enter into an agreement with the United States Immigration and Customs Enforcement's Homeland Security Investigations (HSI), formalizing a strategic partnership to govern the use of HSI designations by certain employees of the Ankeny Police Department.

EXECUTIVE SUMMARY:

The Ankeny Police Department and the United States Immigration and Customs Enforcement's Homeland Security Investigations (HSI) are seeking to formalize a strategic partnership. HSI and the Ankeny Police Department's assigned officer will work together to gather evidence to identify and build criminal cases against persons involved in child exploitation; human smuggling and trafficking and present the cases for federal prosecution.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve motion as requested.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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MOU

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS

and

The City of Ankeny Iowa

regarding

THE DESIGNATION OF Ankeny Iowa Police Department **EMPLOYEES**

AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and City of Ankeny Iowa .

2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Iowa Code, Section 28E.4 .

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of City of Ankeny Iowa Police Department .

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of City of Ankeny Iowa to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

The Parties agree as follows:

HSI agrees to:

a. Designate certain employees of City of Ankeny Iowa Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;

b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;

c. Provide appropriate training in laws, policies, and procedures to each designated employee;

d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and

e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq*.).

The City of Ankeny Iowa agrees:

a. That only sworn law enforcement officers of The City of Ankeny Iowa Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);

b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);

c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;

d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;

e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and

f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and

b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and The City of Ankeny Iowa Police Department .

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: SAC Kansas City	City of Ankeny Iowa :
Name: Jacqueline Casas	Name: Darius Potts
Title: Management Program Analyst	Title: Chief of Police
Address: 4100 N Mulberry Dr., Ste 225 Kansas City, MO 64116	Address: 411 SW Ordnance Road Ankeny IA 50023
Telephone Number: +1 (619) 587-0180	Telephone Number: +1 (515) 289-5240
Fax Number: N/A	Fax Number: N/A
E-mail Address:	E-mail Address: dpotts@ankenyiowa.gov

7. OTHER PROVISIONS. This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. EFFECTIVE DATE. The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. MODIFICATION. This MOU may be amended by the written concurrence of both Parties.

10. TERMINATION. This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

By: _____	By: _____
Taekuk Cho Name of HSI Official	Darius Potts Name of City of Ankeny Official
Acting Special Agent in Charge Title of HSI Official Homeland Security Investigations U.S. Immigration and Customs Enforcement	Chief of Police Title of City 's Official Name of Ankeny PD 's Agency
Date: _____	Date: _____

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-65.

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-65.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2149: An Ordinance amending Chapter 94.06 of the Municipal Code of the City of Ankeny, Sewer Connection Districts Established.

EXECUTIVE SUMMARY:

Accept third consideration of Ordinance 2149 amending the Sewer Connection Districts to add Fourmile Sanitary Sewer Connection District 3.

FISCAL IMPACT: **No**

The intent of the connection district is to recover the city's costs associated with the past and future construction of sanitary trunk sewer in the Fourmile Creek basin.

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of ORDINANCE 2149 amending the sewer district to include the additional area included within the Fourmile Sanitary Sewer Connection District 3.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 17, 2023: The City Council approved Resolution 2023-296 setting a public hearing on the proposed adoption of an ordinance to establish a benefited district and connection fees for the Fourmile Sanitary Trunk Sewer Connection District 3. (date of hrg: 8/21/2023 @ 5:30 p.m.)

August 21, 2023: Public Hearing held on the proposed adoption of an ordinance to establish a benefited district and connection fees for the Fourmile Sanitary Sewer Connection District 3.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

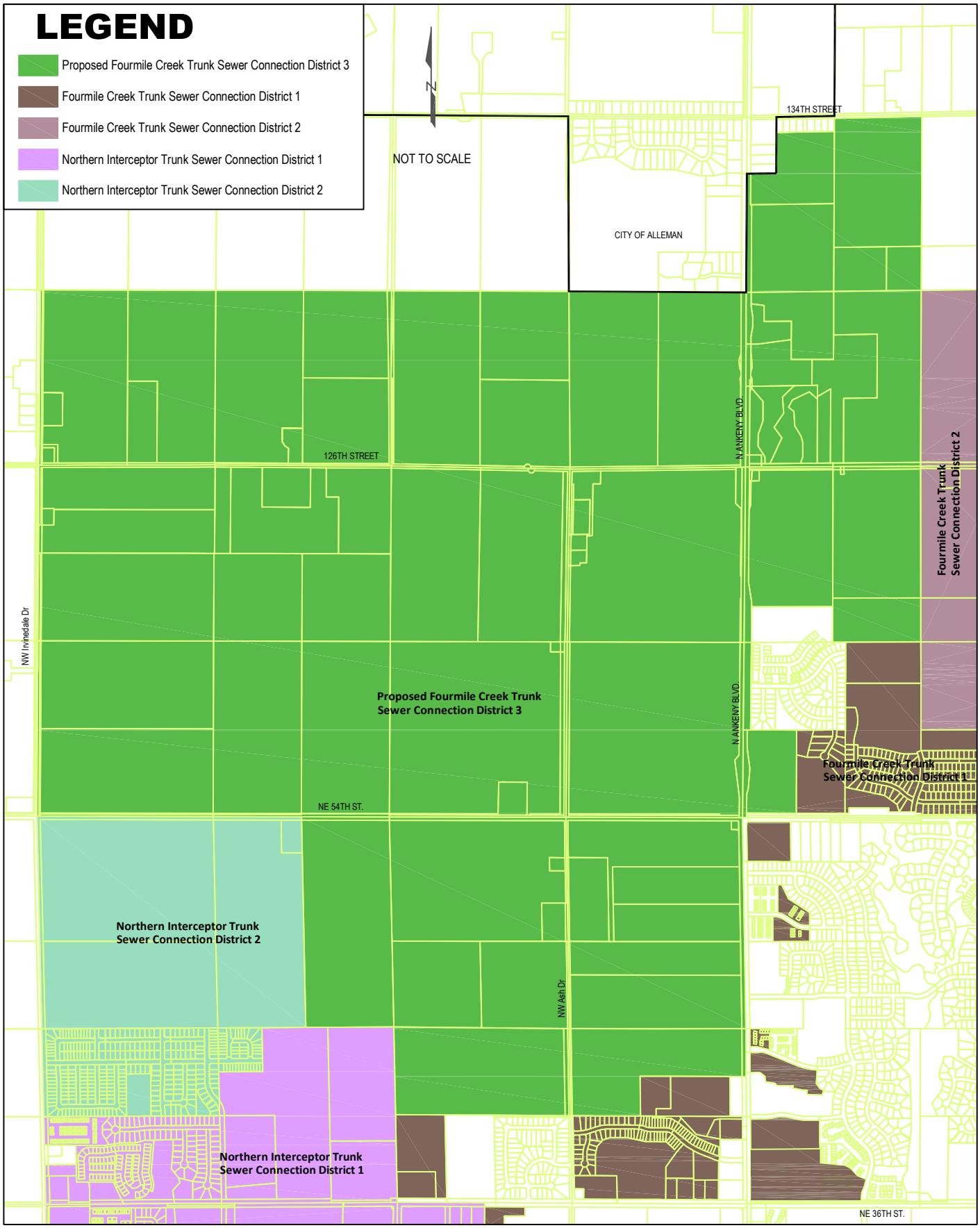
Action: Consider motion to accept third consideration of ORDINANCE 2149, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

Legal publication and Notice to Property Owners was was mailed to affected property owners, and Public Hearing held as required.

ATTACHMENTS:

Click to download
Project Location Map
Proposed Ordinance



PROPOSED FOURMILE TRUNK SEWER CONNECTION DISTRICT 3

city of Ankeny
bringing it all together

MUNICIPAL UTILITIES

DEVELOPMENT ENGINEERING

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 94.06 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, SEWER 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 sanitary sewer 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 Fourmile Creek Trunk Sewer Connection District 3, and provides that property owners within said district would be eligible to connect to the sanitary sewer utility upon application therefor and payment of a connection fee in the amount prescribed to be connected to and served by the sanitary sewer 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:

94.06.22 Fourmile Creek Trunk Sewer Connection District 3

A. Fourmile Creek Trunk Sewer Connection District 3 means and includes only the following described real estate and as shown on an exhibit on file in the office of the Director of Municipal Utilities:

EX W 446F N 846F- & -EX COM NW COR THN E 446.10F ALNG N LN TO POB THN E 874F S 233.05F W 873.82F N 233.05F TO POB- NW 1/4 NW 1/4 LESS .64A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-013); and

N 60 A E 1/2 NW 1/4 LESS 1 A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-003); and

SW1/4 NW1/4 LES 2.27A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-004); and

EX E 8A- S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-100-005); and

E 8A S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-100-006); and

OUTLOT X FOUR MILE FOUR (GEOPARCEL # 8124-25-376-001); and

N & E OF LN BEG 1146.74F N & 75F E OF SW COR THN SE 198F S 240F E 410F S 575.53F E TO E LN NW 1/4 SW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-300-001); and

LOT 4 FOUR MILE FOUR (GEOPARCEL # 8124-25-326-001); and

PAR A BK 11516 PG 523 BNG BEG 1860.08F N OF SW COR THN N 606.92F E 75F SE 198F S 240F E 410F S 277.36F SW 502.5F NW 183.43F TO POB SW 1/4 LESS RD SEC 25-81-24 (GEOPARCEL # 8124-25-300-006); and

PRT LOT 1 LYG E PARCELS C & D BK 18760 PG 763 GENE'S PLACE (GEOPARCEL # 8124-25-301-003); and

LOT 1 -EX RD EAS COM SW COR SEC 25 THN N 1219.26F E 65.18F TO POB THN E 28.84F SW 93.65F N 33.71F NE 53.30F TO POB- FOUR MILE FOUR (GEOPARCEL # 8124-25-351-006); and

OUTLOT W -EX RD EAS COM SW COR SEC 25 THN N 1219.26F E 65.18F TO POB THN E 28.84F SW 93.65F N 33.71F NE 53.30F TO POB- FOUR MILE FOUR (GEOPARCEL # 8124-25-351-007); and

OUTLOT Z FOUR MILE FOUR (GEOPARCEL # 8124-25-351-003); and

LOT 2 FOUR MILE FOUR (GEOPARCEL # 8124-25-351-004); and

LOT 3 FOUR MILE FOUR (GEOPARCEL # 8124-25-351-005); and

S 181.5F W 240F SW1/4 SW1/4 LESS RD SEC 25-81-24 (GEOPARCEL # 8124-25-300-003); and

PRT LOT 1 LYG W PARCEL C BK 18760 PG 763 GENE'S PLACE (GEOPARCEL # 8124-25-301-002); and

EX E 75F & S 33F- & -EX RD EAS COM SE COR NE 1/4 SE 1/4 THN N 128.44F W 75F TO POB THN NW 52.39 N 125.40F NE 84.86F S 252F TO POB- & -EX RD EAS COM SE COR SEC 26 THN N 1242.62F W 75F TO POB THN NW 43.17F N 57.01F NE 35.74F S 133F TO POB- E 1/2 SE 1/4 SEC 26-81-24 (GEOPARCEL # 8124-26-400-003); and

W 1/2 SE 1/4 LESS 1 A RD SEC 26-81-24 (GEOPARCEL # 8124-26-400-001); and

NE 1/4 SW 1/4 SEC 26-81-24 (GEOPARCEL # 8124-26-300-003); and

EX COM SW COR SEC 26 THN E 2004.17F TO POB THN N 33F NE 39.57F E 46.1F SE 39.46F S 33F W 97.53F TO POB- SE 1/4 SW 1/4 LESS 0.926A RD SEC 26-81-24 (GEOPARCEL # 8124-26-300-005); and

W1/2 SW 1/4 LESS 2.5A RD SEC 26-81-24 (GEOPARCEL # 8124-26-300-001); and

SE 1/4 SE 1/4 LESS 2 A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-003); and

NE1/4 SE1/4 LESS 1.5A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-002); and

PARCEL C BK 15128 PG 632 PRT OF W 1/2 SE 1/4 LESS .16A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-400-005); and

EX PARCEL C BK 15128 PG 632- W 1/2 SE 1/4 LESS .84A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-004); and

LOT 1 -LESS .66 A RD- CHRISTIAN JUON EST (GEOPARCEL # 8124-27-300-003); and

LOT 2 -LESS .34 A RD- CHRISTIAN JUON EST (GEOPARCEL # 8124-27-300-002); and

EX PARCEL E BK 15611 PG 732- & -EX PARCEL D BK 15571 PG 306- PARCEL A BK 9113 PG 504 BEG W 1/4 COR OF SEC THN E ALNG N LN 1322.12F TO NE COR S 2639.33F TO SE COR W 1097.5F N 265.01F W 230.01F TO W LN N 2376.88F TO POB W 1/2 SW 1/4 LESS 2.90 RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-008); and

PARCEL E BK 15611 PG 732 COM SW COR SEC 27 THN N ALNG W LN SW 1/4 597.40F TO POB THN CONT N 497.83F THN E 350F S 497.83F W 350F TO POB W 1/2 SW 1/4 LESS .57 RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-009); and

PARCEL D BK 15571 PG 306 COM SW COR SEC 27 BNG SW COR PARCEL B BK 9113 PG 504 THN N 265.08F TO POB THN CONT N 45F E 281.54F S 310F TO S LN SEC 27 THN W 51.50F TO SE COR PARCEL B THN N 265.02F THN W 230.02F TO POB SW 1/4 SW 1/4 LESS .09A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-007); and

PARCEL B BK 9113 PG 504 S 265.01F W 230.01F SW 1/4 SW 1/4 LESS .44A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-005); and

PARCEL C BK 14439 PG 496 BNG PRT LTS 3 & 5 LESS 2.73A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-008); and

PARCEL A W 230F S 245F N900F LT 3 LESS .281A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-007); and

OUTLOT X CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-100-010); and

LOT 4 LESS 1.52 A RD & S PT LOT 5 BNG E 443.7 F W 871.8 F S 1326.6 F CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-005); and

SW 1/4 NE 1/4 SEC 34-81-24 (GEOPARCEL # 8124-34-200-004); and

OUTLOT Y CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-008); and

OUTLOT Z CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-012); and

LOT 3 CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-010); and

OUTLOT Y CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-014); and

LOT 1 CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-013); and

LOT 1 CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-011); and

SE 1/4 NE 1/4 SEC 34-81-24 (GEOPARCEL # 8124-34-200-005); and

100F VAC RR ROW THRU E 1/2 NW 1/4 LESS RD EAS SEC 35-81-24 (GEOPARCEL # 8124-35-100-003); and

LOTS 7 & 8 LESS 1.02 A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-35-100-001); and

EX COM NW COR SEC 35 THN E 2063.02F TO POB THN E 96.86F S 33F SW 39.46F W 45.6F NW 39.46F N 33F TO POB- E 1/2 NW 1/4 LESS 0.927A RD & 5.98 A RY SEC 35-81-24 (GEOPARCEL # 8124-35-100-004); and

LOT 2 ENGELWOOD ACRES (GEOPARCEL # 8124-35-201-003); and

LOT 1 ENGELWOOD ACRES (GEOPARCEL # 8124-35-201-002); and

PARCEL B BEG 460.3F S OF N 1/4 COR OF SEC THN S 522.7F TO NW COR ENGELWOOD ACRES E 60.01F TO E ROW LN NE 6TH ST E 250.04F N 522.7F W 250.04F TO E ROW LN 6TH ST W 60.01F TO POB NE 1/4 LESS .72A RD EAS SEC 35-81-24 (GEOPARCEL # 8124-35-201-005); and

EX PARCEL B BEG 460.3F S OF N 1/4 COR OF SEC THN S 522.7F TO NW COR ENGELWOOD ACRES E 60.01F TO E ROW LN 6TH ST E 250.04F N 522.7F W 250.04F TO E ROW LN 6TH ST W 60.01F TO POB- BEG NW COR THN E 463F S 225F W 112F S 780F W 79.5F N 22F W 271.5F N 983F TO POB NE 1/4 LESS RD SEC 35-81-24 (GEOPARCEL # 8124-35-201-004); and

EX BEG NW COR THN E463F S 225F W 112F S 780F W 79.5F S 407F W 98F S 40F W 173.5F N 1452F TO POB- NE 1/4 LESS RD SEC 35-81-24 (GEOPARCEL # 8124-35-226-001); and

EX COM NW COR SEC 36 THN S 208.25F ON W LN SEC 36 THN E 60.01F TO POB THN E 25F NE 28F N 100F NE 34.33F TO SLY ROW LN NE 126TH AVE THN W 45.01F TO ELY ROW LN US 69 THN S 158.48F TO POB- N 208.25F W 208.25F NW1/4 NW1/4 LESS .57A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-006); and

W 50F N 115F E 1206.05F NE 1/4 NW 1/4 LESS .038 A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-003); and

OUTLOT Y FOUR MILE FOUR (GEOPARCEL # 8124-36-126-001); and

EX PARCEL 2020-135 BK 18074 PG 32- & -EX N 208.25F W 208.25F- & -EX COM NW COR SEC 36 THN S 208.25F ON W LN NW 1/4 THN E 60.01F TO POB THN E 25F S 358.85F SW 79.06F TO EXISTING ELY ROW LN THN N 433.44F TO POB- W 1/2 NW 1/4 LESS 5.43A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-008); and

S 1/4 E 1/2 NW 1/4 SEC 36-81-24 (GEOPARCEL # 8124-36-100-005); and

PARCEL B BK 13599 PG 404 BEG 60F E OF NW COR THN E 743.77F ALNG N LN S 1251.03F TO N ROW LN NE 118TH AV W 748.88F ALNG N ROW LN TO ELY ROW LN US HWY 69 N 281.15F ALNG ELY ROW LN NE 92.2F NE 300.4F NW 302F N 277.86F ALNG ELY ROW LN TO POB SW 1/4 SW 1/4 SEC 36-81-24 (GEOPARCEL # 8124-36-300-004); and

SE 1/4 LESS 6.6A RD & 2.4A RR SEC 35-81-24 (GEOPARCEL # 8124-35-400-001); and

EX N 150F- ABND RAILROAD ROW BNG ELY 60F LYG W & ADJ NE 6TH STREET ROW SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-008); and

N 150F ABND RAILROAD ROW BNG ELY 60F LYG W & ADJ NE 6TH STREET ROW SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-007); and

PARCEL C BK 10789 PG 213 BEG 60F W OF CNT OF SEC TO W ROW LN NE 6TH ST THN S 150F ALNG W ROW LN W 150F N 150F TO N LN E 150F TO POB NE 1/4 SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-005); and

EX E 60F & PARCEL A BK 8437 PG 534 BEG 1634F E OF SW COR THN NLY 528.07F E 430F S 528F TO S LN W 438F TO POB & PARCEL C BK 10789 PG 213 BEG 60F W OF CNT OF SEC TO W ROW LN NE 6TH ST THN S 150F ALNG W ROW LN W 150F N 150F TO N LN E 150F TO POB- SW 1/4 LESS 2.47A RD SEC 35-81-24 (GEOPARCEL # 8124-35-300-004); and

PARCEL A BEG 1634F E OF SW COR THN NLY 528.07F E 430F S 528F TO S LN W 438F TO POB SW 1/4 LESS .33A RD SEC 35-81-24 (GEOPARCEL # 8124-35-300-003); and

E 1/2 SE 1/4 LESS 1 A RD SEC 34-81-24 (GEOPARCEL # 8124-34-400-002); and

W 1/2 SE 1/4 LESS 1.52 A RD SEC 34-81-24 (GEOPARCEL # 8124-34-400-001); and

S 1/2 SW 1/4 LESS 3.515 A ROAD SEC 34-81-24 (GEOPARCEL # 8124-34-300-002); and

N 1/2 SW 1/4 LESS 1.515 A ROAD SEC 34-81-24 (GEOPARCEL # 8124-34-300-001); and

EX PARCEL 2022-7 BK 19156 PG 500- E 1/2 NE FRL 1/4 LESS RD SEC 3-80-24 (GEOPARCEL # 8024-03-200-005); and

PARCEL 2022-7 BK 19156 PG 500 E 1/2 NE FRL 1/4 LESS 0.25A RD SEC 3-80-24 (GEOPARCEL # 8024-03-200-006); and

SW 1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-003); and

EX PARCEL 2021-249 BK 19166 PG 562- SE1/4 NW FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-100-007); and

PARCEL 2021-249 BK 19166 PG 562 SE1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-008); and

LOT 1 TRIPLE J PARK PLAT 1 (GEOPARCEL # 8024-02-100-006); and

EX PARCELS D & E BEG 610F S & 25F W OF N 1/4 COR OF SEC THN S 200F WLY 235F N 200F ELY 235F TO POB- & -EX TRIPLE J PARK PLAT 1- N 1/2 NW FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-100-005); and

PARCELS D & E BEG 610F S & 25F W OF N 1/4 COR OF SEC THN S 200F WLY 235F N 200F ELY 235F TO POB NE 1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-002); and

W 112 F E 172 F S 133 F N 183 F NE FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-200-002); and

EX W 112F E 172F S 133F N 183F & W 616F S 1262F & S 1125F E 1960F- N 1/2 NE FRL 1/4 LESS 3.751A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-001); and

W 616F S 1262F N1/2 NE FRL 1/4 LESS .96A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-003); and

N 562.5F S 1125F E 1960F N 1/2 NE FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-004); and

E 1960F S 562.2F N 1/2 NE FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-005); and

EX S810F- S1/2 NEFRL1/4 LESS 1.09A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-006); and

S 810F S 1/2 NE FRL 1/4 LESS 1.73A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-007); and

EX E 1597.2 F S 600 F- LESS 1.92 A RD N 1/2 SE 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-400-001); and

W 60F E 85F N 1/2 SW 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-300-002); and

EX E 85F- N 1/2 SW 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-300-001)

B. The owner of any parcel included within the Fourmile Creek Trunk Sewer Connection District 3 desiring to make a service connection shall pay a connection fee. Connection fees are hereby established as follows:

Effective Date	Sewer Connection Fee (per acre – 1 acre minimum)
Prior to and through December 31, 2023	$5,630
January 1, 2024	$5,783
January 1, 2025	$5,935
January 1, 2026	$6,088
January 1, 2027 and thereafter	To be re-evaluated

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 _____, 2023.

_____
Mark E. Holm, Mayor

Attest:

_____
Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ___ day of _____, 2023

1st Con 08/21/23 (Public Hearing)
2nd Con _____
3rd Con _____

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2150: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2150 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2150.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Area A Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, RESTRICTED TO 10 UNITS PER ACRE, REZONING AREA A

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 8th day of August, 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A); and

WHEREAS, on the 2nd day of October, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 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 COURTYARDS AT HARVEST RIDGE PLAT 4, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°29'13" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N ANKENY BOULEVARD, 67.75 FEET; THENCE CONTINUING NORTH 00°29'13" EAST, 98.58 FEET; THENCE NORTH 28°49'56" EAST, 282.69 FEET; THENCE NORTH 06°07'21" WEST, 292.04 FEET; THENCE NORTH 31°05'34" WEST, 23.70 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 13.78 FEET AND WHOSE CHORD BEARS NORTH 15°18'08" WEST, 13.61 FEET; THENCE NORTH 00°29'17" EAST, 449.10 FEET; THENCE NORTH 33°49'21" EAST, 808.58 FEET; THENCE NORTH 00°16'48" WEST, 247.69 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 370.05 FEET; THENCE SOUTH 00°29'17" WEST, 1173.98 FEET; THENCE SOUTH 89°30'43" EAST, 5.00 FEET; THENCE SOUTH 00°29'17" WEST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 165.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS SOUTH 39°21'59" EAST, 62.02 FEET; THENCE SOUTH 00°29'17" WEST, 168.23 FEET TO THE NORTH LINE OF SAID COURTYARDS AT HARVEST RIDGE PLAT 4; THENCE SOUTH 89°55'10" WEST ALONG SAID NORTH LINE, 1105.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.56 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 34.56-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this **2nd**, day of **October**, 2023.

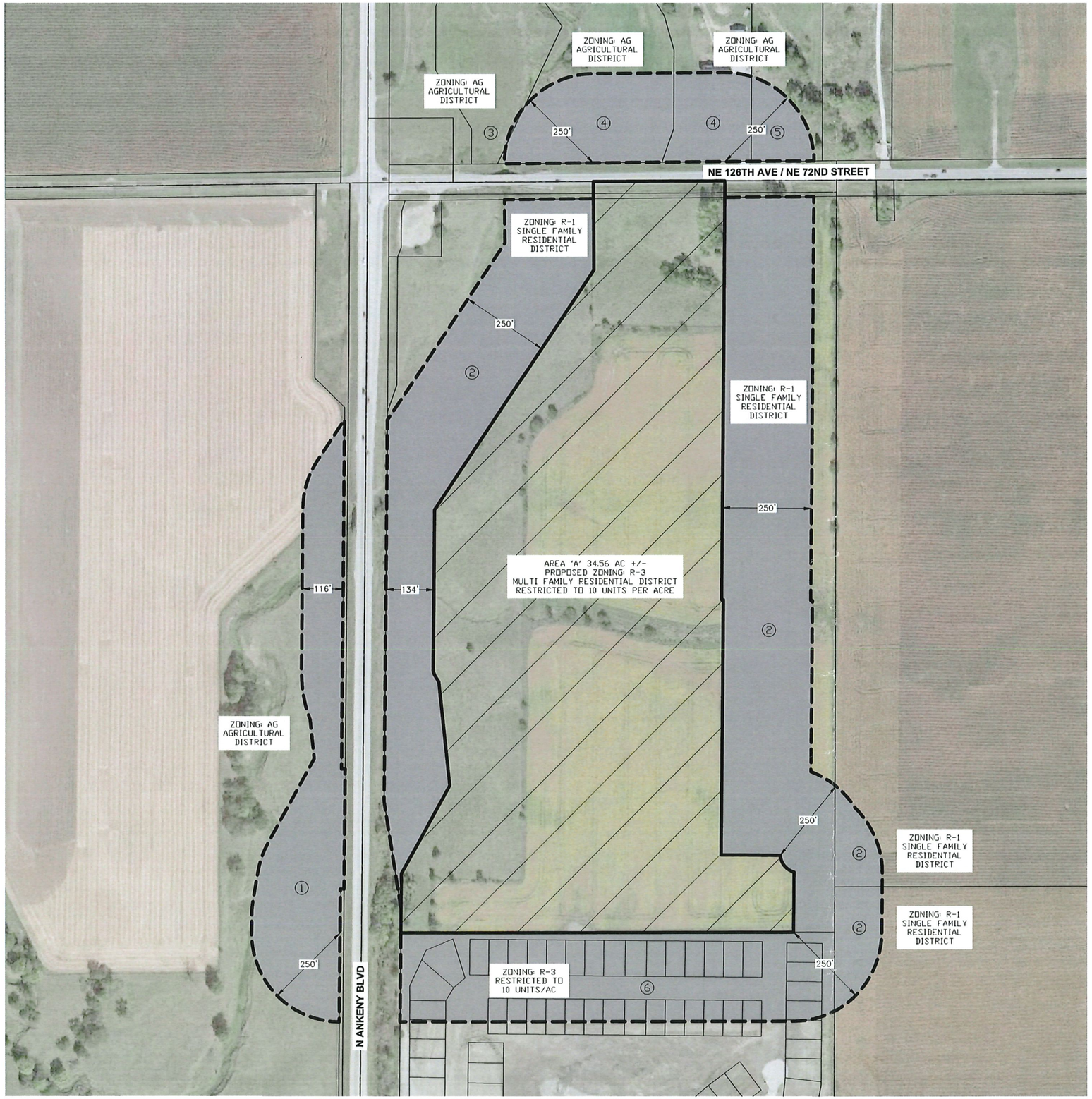
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

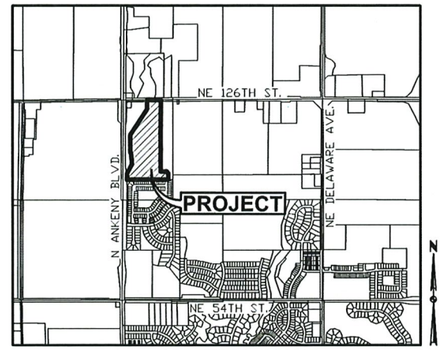
PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2023

1st Con _9/5/23_ (P. Hrg.)
2nd Con _9/18/23_
3rd Con _10/2/23__



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

RECEIVED
JUN 19 2023
CITY OF ANKENY

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: R-3 – MULTI FAMILY RESIDENTIAL DISTRICT RESTRICTED TO 10 UNITS PER ACRE

REZONING DESCRIPTION - AREA 'A':

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 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 COURTYARDS AT HARVEST RIDGE PLAT 4, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°29'13" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N ANKENY BOULEVARD, 67.75 FEET; THENCE CONTINUING NORTH 00°29'13" EAST, 98.58 FEET; THENCE NORTH 28°49'56" EAST, 282.69 FEET; THENCE NORTH 06°07'21" WEST, 292.04 FEET; THENCE NORTH 31°05'34" WEST, 23.70 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 13.78 FEET AND WHOSE CHORD BEARS NORTH 15°18'08" WEST, 13.61 FEET; THENCE NORTH 00°29'17" EAST, 449.10 FEET; THENCE NORTH 33°49'21" EAST, 808.58 FEET; THENCE NORTH 00°16'48" WEST, 247.69 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 370.05 FEET; THENCE SOUTH 00°29'17" WEST, 1173.98 FEET; THENCE SOUTH 89°30'43" EAST, 5.00 FEET; THENCE SOUTH 00°29'17" WEST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 165.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS SOUTH 39°21'59" EAST, 62.02 FEET; THENCE SOUTH 00°29'17" WEST, 168.23 FEET TO THE NORTH LINE OF SAID COURTYARDS AT HARVEST RIDGE PLAT 4; THENCE SOUTH 89°55'10" WEST ALONG SAID NORTH LINE, 1105.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.56 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	EARL M REINHART TRUST	5.5	14.33%	
2	HOPE KIMBERLEY LLC	21.6	56.14%	X
3	GIBSON, DENNIS M	0.0	0.03%	
4	NEFZGER, JEREMY & TERESA	3.7	9.52%	
5	VOGEL, PATRICIA & TIMOTHY	0.7	1.83%	
6	COURTYARDS AT HARVEST RIDGE LLC	7.0	18.15%	X
		38.5	100.00%	74.29%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
T. Rapp Chairperson
Brenda Hughes Secretary

SCALE
0' 75' 150' 300'

REVISIONS	DATE
SECOND SUBMITTAL	06/19/2023
FIRST SUBMITTAL	04/13/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: EKO | TECH: MAE

CIVIL DESIGN ADVANTAGE | ANKENY, IOWA

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'A'

1/1

2108.649

FILE: (A:\2021\2108649\DWG\2108649-REZONE-ALB.DWG
FILE DATE: 8/16/23
PLOTTED BY: ERIK OLLENDIKE
DATE PLOTTED: 8/17/2023 10:43 AM
COMMENT:
ESC:
TECH:

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2151: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2151 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2151.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Area F Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO C-2, GENERAL RETAIL, HIGHWAY ORIENTED AND CENTRAL BUSINESS COMMERCIAL DISTRICT, REZONING AREA F

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 8th day of August, 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F); and

WHEREAS, on the 2nd day of October, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 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 NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 643.00 FEET; THENCE NORTH 89°46'18" WEST, 402.52 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE EAST LINE OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG SAID EAST LINE, 386.61 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 682.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.54 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 9.54-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this **2nd**, day of **October**, 2023.

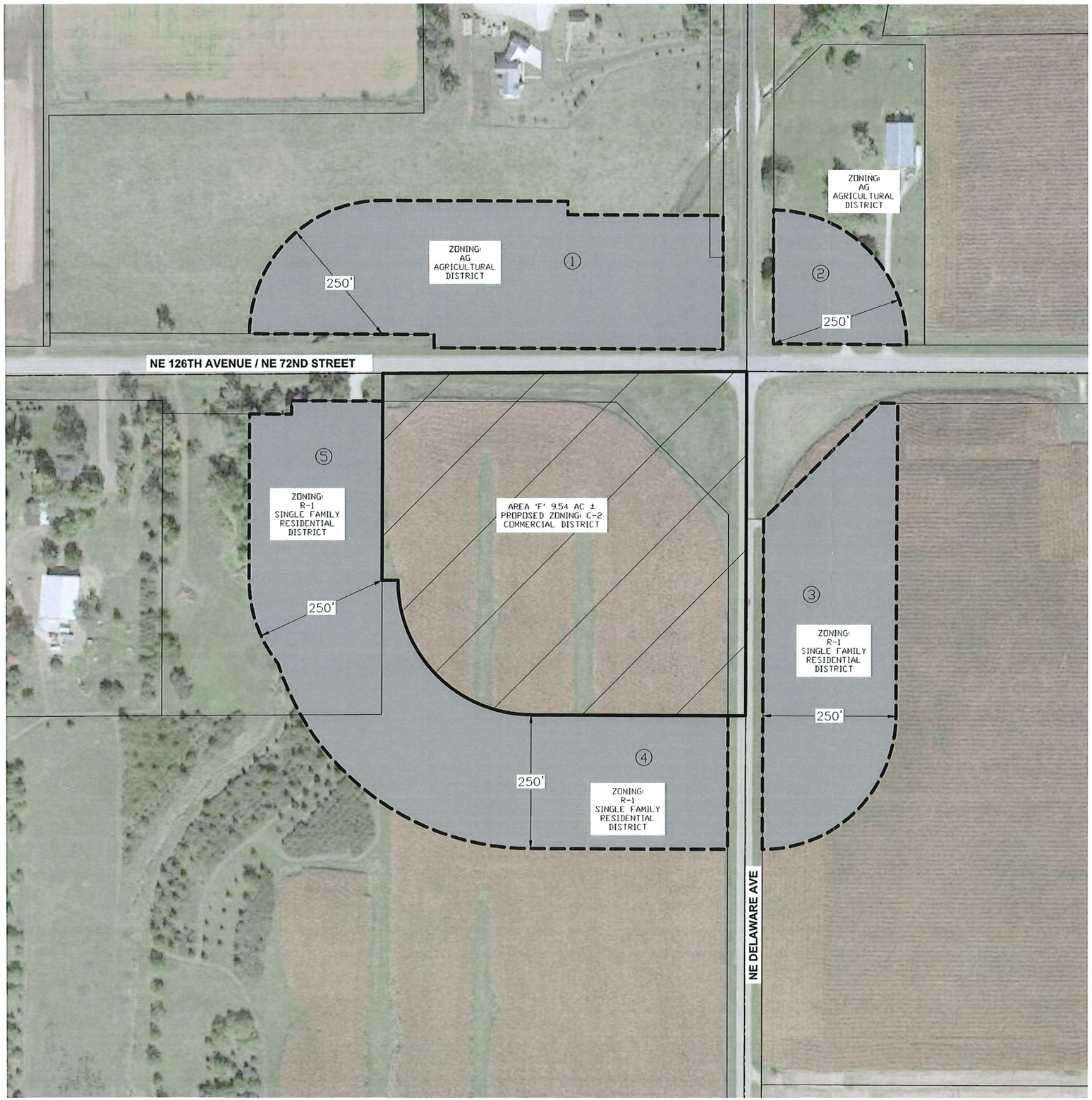
_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

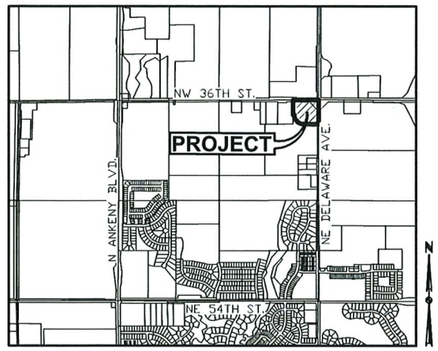
PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2023

1st Con _9/5/23_ (P. Hrg.)
2nd Con _9/18/23_
3rd Con _10/2/23__



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: C-2 – COMMERCIAL DISTRICT

REZONING DESCRIPTION - AREA 'F':

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 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 NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 643.00 FEET; THENCE NORTH 89°46'18" WEST, 402.52 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE EAST LINE OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG SAID EAST LINE, 386.61 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 682.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.54 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	WATTONVILLE, JASON/LINDA	4.9	28.24%	
2	HEBNER, ELVIN JR & CINDY	1.1	6.47%	
3	RUETER, TODD & ALEX; PAIGE BENLAALA	3.9	22.59%	X
4	HOPE KIMBERLEY LLC	4.4	24.99%	X
5	SEUNTJENS, CHRISTOPHER & IRENE	3.1	17.71%	
		17.5	100.00%	47.58%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
T. Rapp Chairperson
Brenda Hughey Secretary

REVISIONS	DATE
SECOND SUBMITTAL	06/19/2023
FIRST SUBMITTAL	04/13/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: EKO | TECH: MAE

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'F'

1/1

2108.649

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PLOTTED BY: ERIN GILLILAND
DATE PLOTTED: 6/17/2023 10:36 AM
COMMENT:
ENG:
TECH:

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2152: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2152 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2152.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Area B & E Exhibit
P&Z stamped PUD Book

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, REZONING AREA B AND E

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 8th day of August, 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area B and E); and

WHEREAS, on the 2nd day of October, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION (AREA B):

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°29'17" EAST, 168.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS NORTH 39°21'59" WEST, 62.02 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE NORTH 89°30'43" WEST, 5.00 FEET; THENCE NORTH 00°29'17" EAST, 1173.98 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 427.09 FEET TO THE WEST LINE OF THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00°40'44" EAST AONG SAID WEST LINE, 115.14 FEET TO THE SOUTHWEST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 89°23'31" EAST ALONG THE SOUTH LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 00°40'46" WEST ALONG THE EAST LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 114.86 FEET TO SAID NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 718.02 FEET; THENCE SOUTH 00°29'17" WEST, 1357.74 FEET; THENCE SOUTH 89°30'43" EAST, 1143.50 FEET; THENCE SOUTH 00°13'22" WEST, 128.98 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS SOUTH 13°40'02" EAST, 638.56 FEET; THENCE SOUTH 89°52'38" WEST, 1291.99 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.50 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 88.5-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

LEGAL DESCRIPTION (AREA E):

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 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 KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 38°28'54" EAST, 243.33 FEET; THENCE SOUTH 89°04'19" EAST, 174.76 FEET; THENCE NORTH 00°17'05" EAST, 104.49 FEET TO THE SOUTHWEST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE NORTH 89°15'04" EAST ALONG THE SOUTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 542.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 297.37 FEET; THENCE SOUTH 89°52'38" WEST AND ALONG THE NORTH LINE OF SAID KIMBERLEY ESTATES PLAT 2, A DISTANCE OF 867.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.75 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 4.75 acres (+/-) of land south of NE 126th Avenue and west of NE Delaware Avenue.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area B and E); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this **2nd**, day of **October**, 2023.

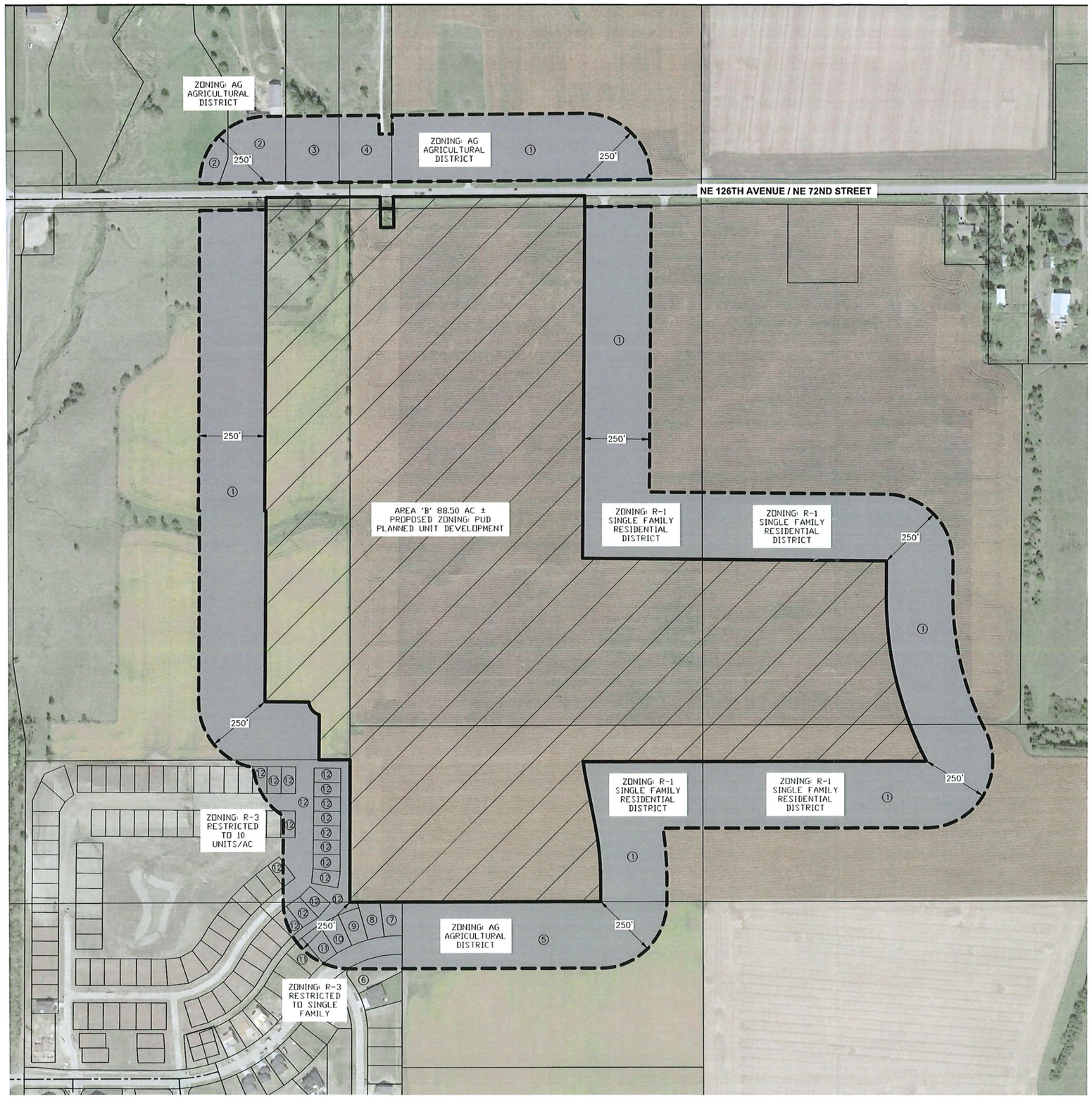
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

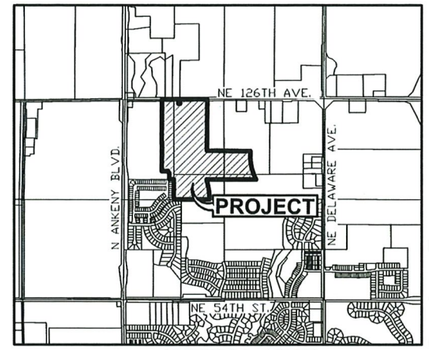
PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2023

1st Con _9/5/23_ (P. Hrg.)
2nd Con _9/18/23_
3rd Con _10/2/23__



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
Chairperson
Secretary

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: PUD – PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'B':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°29'17" EAST, 168.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS NORTH 39°21'59" WEST, 62.02 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE NORTH 89°30'43" WEST, 5.00 FEET; THENCE NORTH 00°29'17" EAST, 1173.98 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 427.09 FEET TO THE WEST LINE OF THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00°40'44" EAST AONG SAID WEST LINE, 115.14 FEET TO THE SOUTHWEST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 89°23'31" EAST ALONG THE SOUTH LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 00°40'46" WEST ALONG THE EAST LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 114.86 FEET TO SAID NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 718.02 FEET; THENCE SOUTH 00°29'17" WEST, 1357.74 FEET; THENCE SOUTH 89°30'43" EAST, 1143.50 FEET; THENCE SOUTH 00°13'22" WEST, 128.98 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS SOUTH 13°40'02" EAST, 638.56 FEET; THENCE SOUTH 89°52'38" WEST, 1291.99 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.50 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	46.1	75.57%	X
2	NEFZGER, JEREMY & TERESA	1.6	2.55%	
3	VOGEL, PATRICIA & TIMOTHY	1.1	1.88%	
4	GOLDSBERRY, GRANT & JODI	1.1	1.73%	
5	JERRYS HOMES INC	5.4	8.87%	
6	BYRAN, MARC A	0.2	0.29%	
7	WILLIAM KIMBERLEY DEVELOPMENT CORP	0.2	0.37%	X
8	BENCHMARK BUILDERS IOWA LC	0.2	0.38%	
9	ROSS, JACKSON	0.2	0.34%	
10	MARNIN, SCOTT & STEPHANIE	0.2	0.34%	
11	CUSTOM HOLDINGS LLC	0.3	0.42%	
12	COURTYARDS AT HARVEST RIDGE LLC	4.4	7.26%	
		61.1	100.00%	75.93%

N

SCALE
0' 100' 200' 400'

REVISIONS	DATE
SECOND SUBMITTAL	06/19/2023
FIRST SUBMITTAL	04/13/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO | TECH: MAE

CIVIL DESIGN ADVANTAGE

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'B'

ANKENY, IOWA

1/1

2108.649

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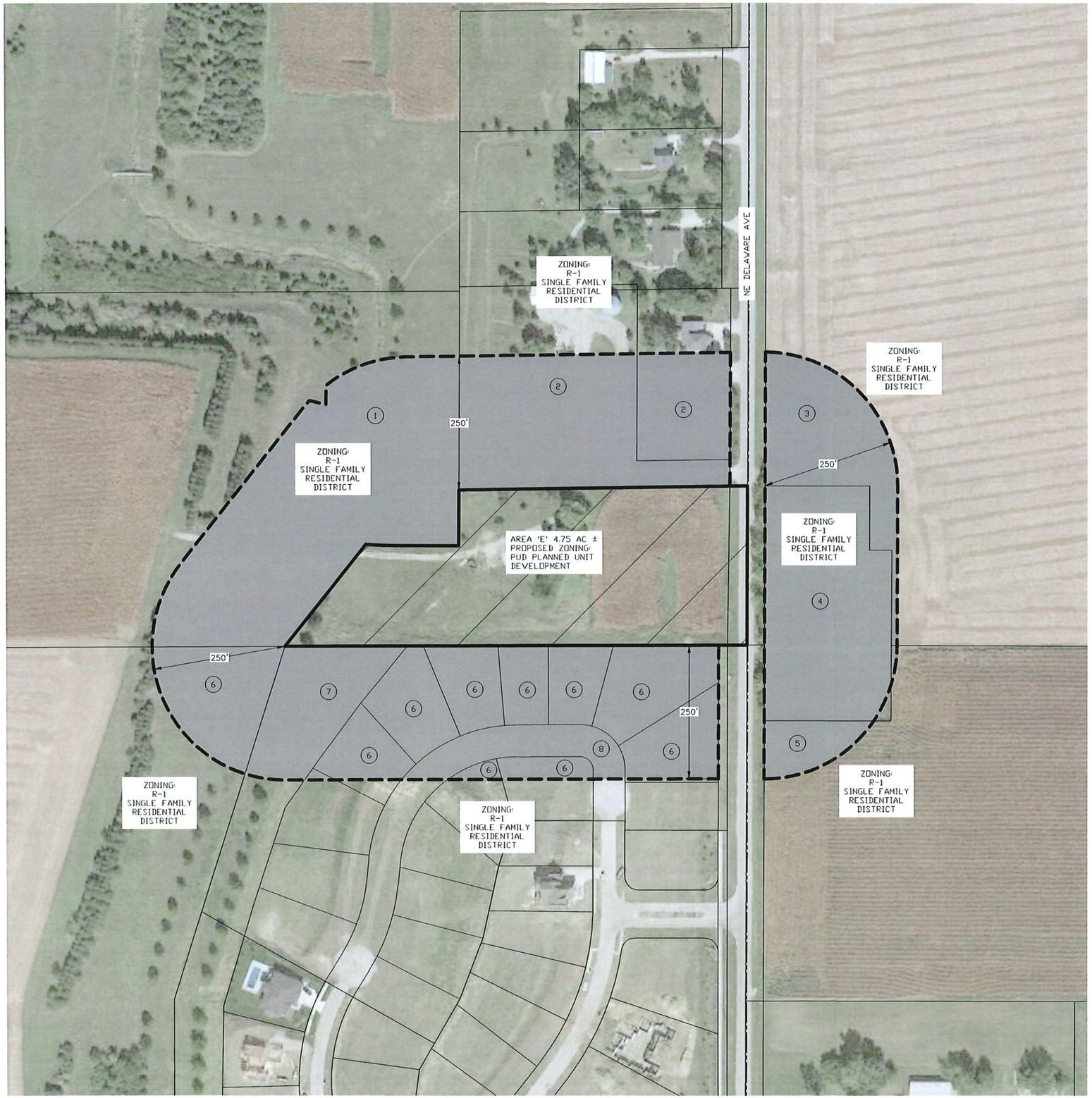
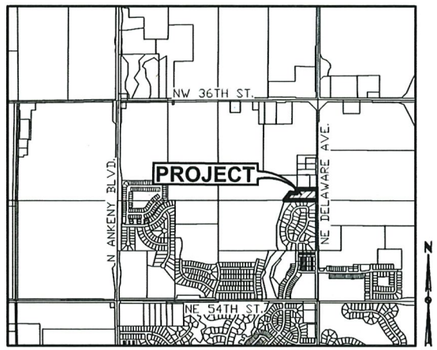


VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD – PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'E':

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 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 KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 38°28'54" EAST, 243.33 FEET; THENCE SOUTH 89°04'19" EAST, 174.76 FEET; THENCE NORTH 00°17'05" EAST, 104.49 FEET TO THE SOUTHWEST CORNER OF PARCEL [2018-1910] AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE NORTH 89°15'04" EAST ALONG THE SOUTH LINE OF SAID PARCEL [2018-1910] A DISTANCE OF 542.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL [2018-1910] THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 297.37 FEET; THENCE SOUTH 89°52'38" WEST AND ALONG THE NORTH LINE OF SAID KIMBERLEY ESTATES PLAT 2, A DISTANCE OF 867.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.75 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	4.1	25.39%	X
2	VAN DYKE, JUDITH & ROBIN	2.9	18.00%	
3	HOPE K FARMS LLC	1.3	8.10%	X
4	WYCKOFF, ALVIN & EMILY	2.3	14.01%	
5	HOPE K FARMS	0.4	2.32%	X
6	BILL KIMBERLEY LC	4.3	26.24%	X
7	KIMBERLEY ESTATES OWNERS ASSOCIATION INC	1.0	5.95%	X
8	CITY OF ANKENY			
		16.2	100.00%	67.99%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
J. Rapp Chairperson
Brenda Lugbauer Secretary

N

SCALE
0' 50 100 200

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO | TECH: MAE

REVISIONS	DATE
SECOND SUBMITTAL	06/19/2023
FIRST SUBMITTAL	04/13/2023

CIVIL DESIGN ADVANTAGE

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'E'

ANKENY, IOWA

1/1

2108.649

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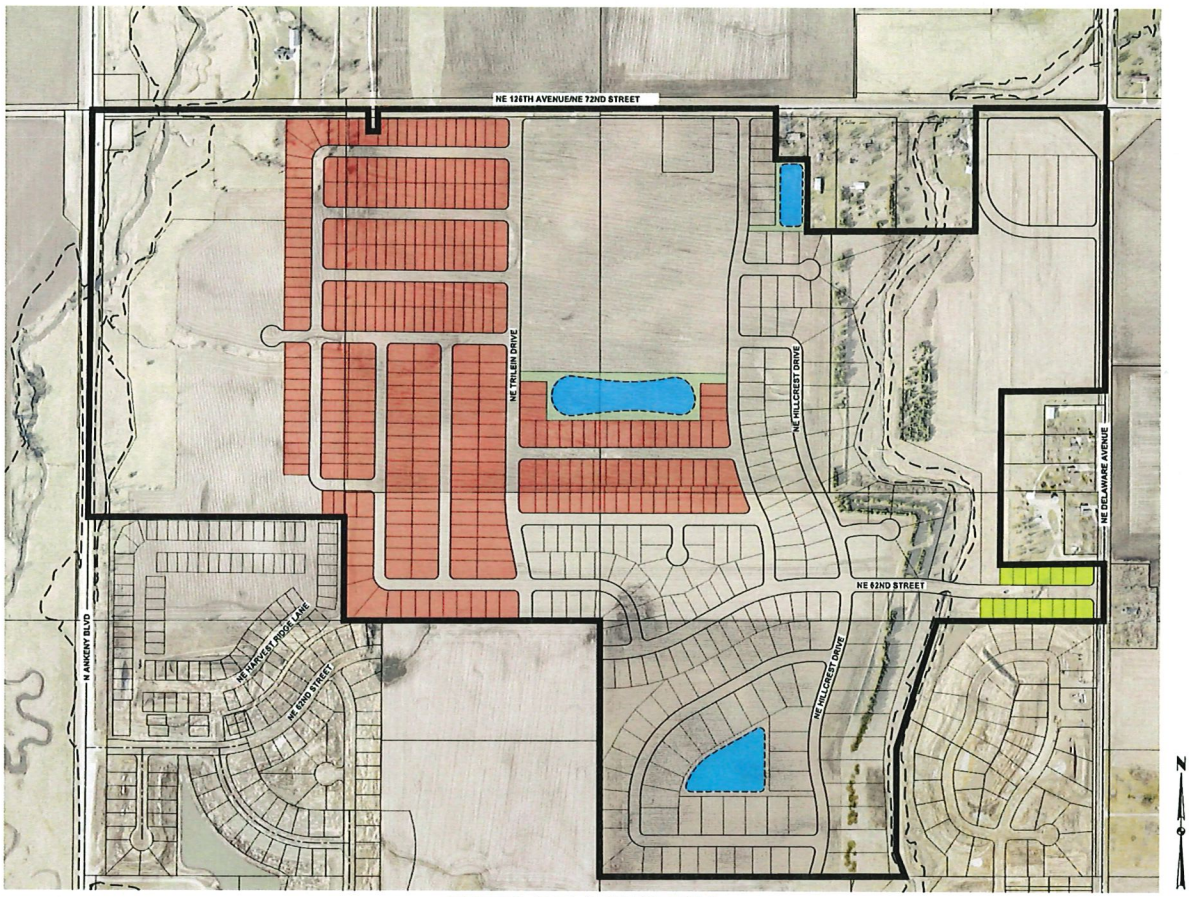
ENG:
TECH:

HOPE KIMBERLEY PROPERTY

PLANNED UNIT DEVELOPMENT



CITY OF ANKENY

Applicant:

Hope Kimberley, LLC
2785 N. Ankeny Blvd, Ste 22
Ankeny, Iowa 50023

Prepared by:

CIVIL DESIGN ADVANTAGE

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
T. Rapp Chairperson
Brenda Hughes Secretary

June 19, 2023

RECEIVED
JUN 19 2023
CITY OF ANKENY

HOPE KIMBERLEY PROPERTY
Planned Unit Development

TABLE OF CONTENTS

1 THE PLAN
- Overview Narrative
- PUD Master Plan
- Bulk Regulations

2 REZONING REQUEST
- Rezoning Petition
- Rezoning Map

3 SUPPORTING EVIDENCE
- Supporting Evidence Statement
- Parkland Dedication Calculation

4 ARCHITECTURAL CHARACTER
- Architectural Character Statement

THE PLAN

Hope Kimberley Property - Ankeny

OVERVIEW NARRATIVE

The Hope Kimberley property consists of 284.22 acres offering a variety of uses including single-family residential, multi-family residential, commercial and parkland. The property is generally located west of NE Delaware Avenue, south of NE 126th Avenue and east of Highway 69 (North Ankeny Boulevard). The property was annexed into the City of Ankeny in 2022 and came into the city as an R-1 zoning classification.

A portion of the property (93.25 acres) is being proposed as a Planned Unit Development with an underlying R-3 zoning that would allow single family residential lots with a minimum width of 50 feet. This product allows further diversity within the development and will allow a more affordable product for the residents. Two city neighborhood parks will also be situated off two main creeks that run north/south through the development on the east and west sides for the enjoyment of its residents. These linear parks will connect with other areas that have been dedicated to the City to create future walking trails and natural features for the residents of Ankeny.

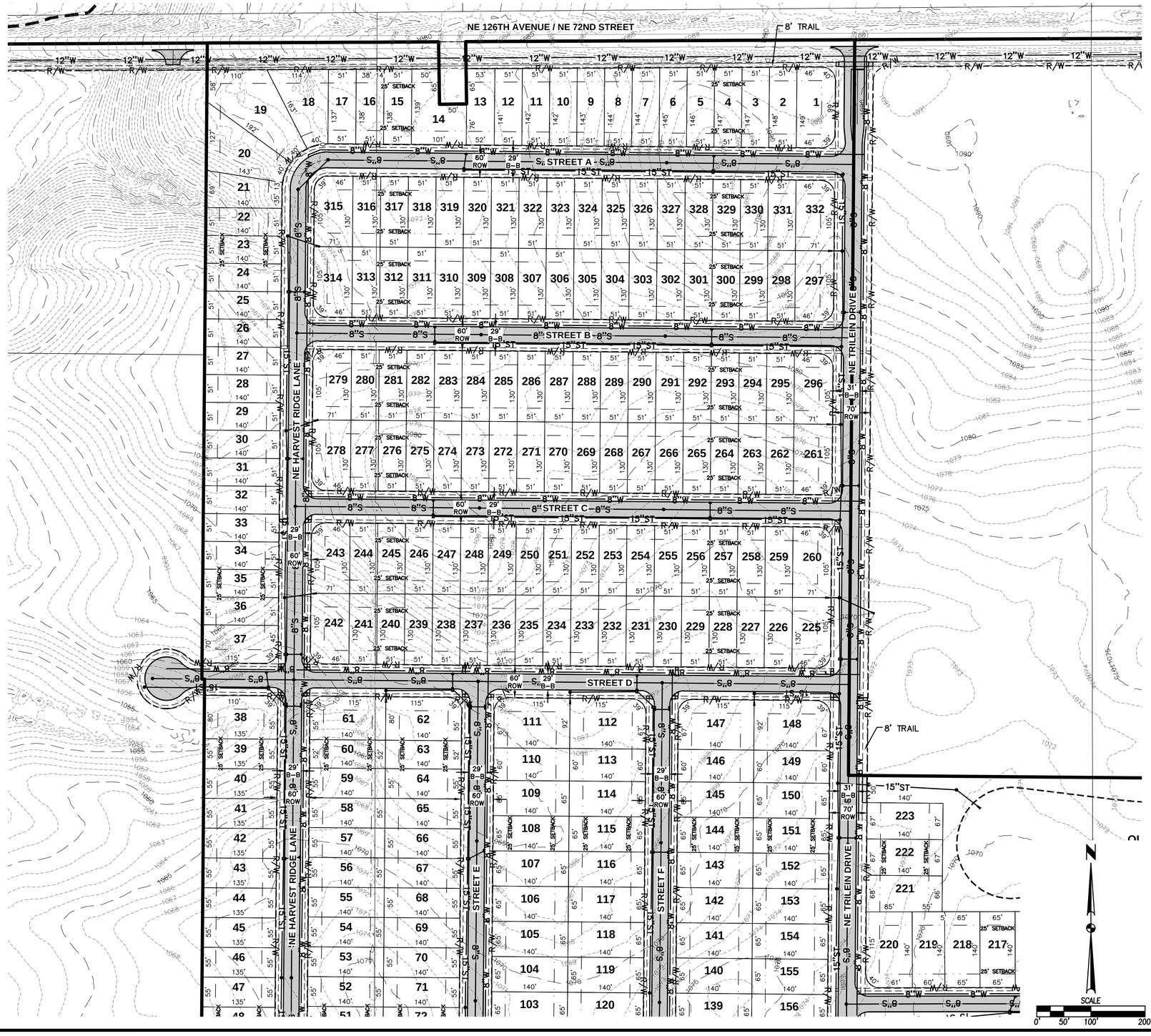
Architecture will be enhanced to maintain curb appeal and blend into the other residential products by providing additional features such as front porches, stone/brick on the front elevation, front dormers, columns, front window accents and varied roof articulations. Examples of the architecture can be found further into this document.

This PUD establishes bulk regulations, supporting evidence and development character for development within the PUD area. A conceptual master plan has been provided that illustrates the proposed land use, public street locations and city park location. A preliminary plat will be prepared and reviewed by the City for the development of the property that will further address street design, utilities, traffic generations and sewer/storm water calculations.

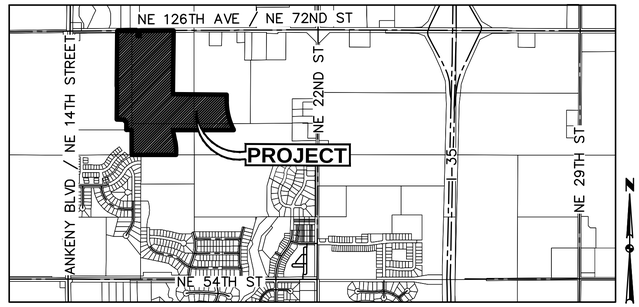
As detailed throughout the information provided, the Hope Kimberley PUD offers guidelines allowing some flexibility in development beyond standard zoning. That flexibility includes allowing smaller lot sizes and a reduction in building setbacks. In return, the city of Ankeny is receiving a unique development that offers amenities that are not provided in a standard development. A variety of architectural elements are being added to the homes being built within the PUD area to enhance curb appeal and additional landscaping is required to provide more trees to the property.

HOPE KIMBERLEY - AREA "B"

P.U.D. CONCEPTUAL PLAN



VICINITY MAP



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH. (515) 369-4400

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING

EXISTING: R-1: SINGLE FAMILY RESIDENCE DISTRICT

PROPOSED: P.U.D.: PLANNED UNIT DEVELOPMENT

BULK REGULATIONS

MINIMUM LOT WIDTH = 50 FEET
MINIMUM TWO-FAMILY LOT WIDTH = 75 FEET

SETBACKS:
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 5 FEET

399 UNITS

UNITS (332) / ACRE (88.50) =3.75 UNITS/ACRE

NOTE: A MINIMUM OF ONE OVERSTORY / ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. ALL SIDEWALKS WILL BE 5' WIDE EXCEPT ALONG THE SOUTH SIDE OF NE 72ND STREET AND EAST SIDE OF NE TRILEIN DRIVE WHICH REQUIRES AN 8' TRAIL.
4. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
5. LOTS 1-19 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF NE 126TH AVENUE/NE 72ND STREET.
6. OUTLOT 'X' WILL BE OWNED AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION.
7. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.
8. LOTS ALONG NE 72ND STREET WILL REQUIRE 3 TREES AND 5 SHRUBS PER LOT.

P.U.D. LEGAL DESCRIPTION - AREA 'B'

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36 ; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°23'56" EAST, 168.31 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.61 FEET AND WHOSE CHORD BEARS NORTH 39°13'27" WEST, 61.79 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 5.74 FEET; THENCE NORTH 00°29'24" EAST, 165.00 FEET; THENCE SOUTH 89°30'43" EAST, 674.26 FEET; THENCE NORTH 00°29'17" EAST, 428.25 FEET; THENCE NORTH 12°23'36" EAST, 96.89 FEET; THENCE NORTH 40°18'10" EAST, 97.83 FEET; THENCE NORTH 65°12'39" EAST, 97.90 FEET; THENCE SOUTH 89°30'43" EAST, 338.84 FEET; THENCE NORTH 00°29'17" EAST, 385.00 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 1352.48 FEET; THENCE SOUTH 00°17'54" WEST, 264.01 FEET; THENCE NORTH 89°43'13" EAST, 165.00 FEET; THENCE SOUTH 00°17'53" WEST, 373.02 FEET; THENCE NORTH 89°46'38" WEST, 335.87 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 68.62 FEET AND WHOSE CHORD BEARS SOUTH 08°39'36" WEST, 68.61 FEET; THENCE SOUTH 10°37'33" WEST, 94.16 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS SOUTH 05°25'28" WEST, 181.32 FEET; THENCE SOUTH 00°13'22" WEST, 527.24 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1331.17 FEET, WHOSE ARC LENGTH IS 624.50 FEET AND WHOSE CHORD BEARS SOUTH 13°13'23" EAST, 618.79 FEET; THENCE SOUTH 24°58'24" EAST, 19.96 FEET; THENCE SOUTH 89°52'38" WEST, 1291.08 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 108.37 ACRES MORE OR LESS.

DATE	REVISIONS
06/16/2023	SECOND SUBMITTAL
04/14/2023	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO | TECH: MST / MAE

CIVIL DESIGN ADVANTAGE | ANKENY, IOWA

HOPE KIMBERLEY - AREA "B"
P.U.D. CONCEPTUAL PLAN

2108.649

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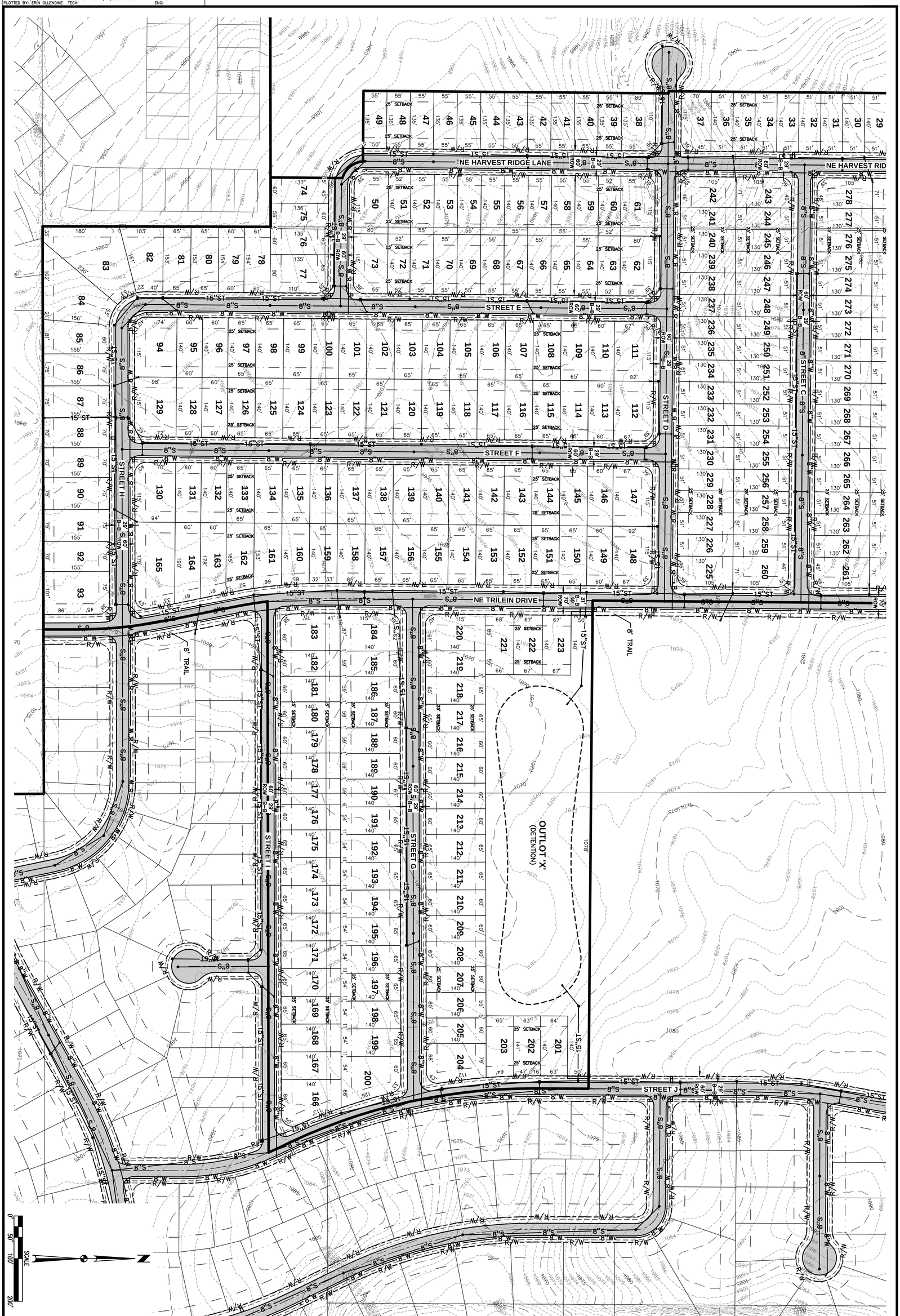
ENG:



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PLOTTED BY: ERIN OLLENDIKE TECH: ENG:

HOPE KIMBERLEY - AREA "B"

P.U.D. CONCEPTUAL PLAN

ANKENY, IOWA

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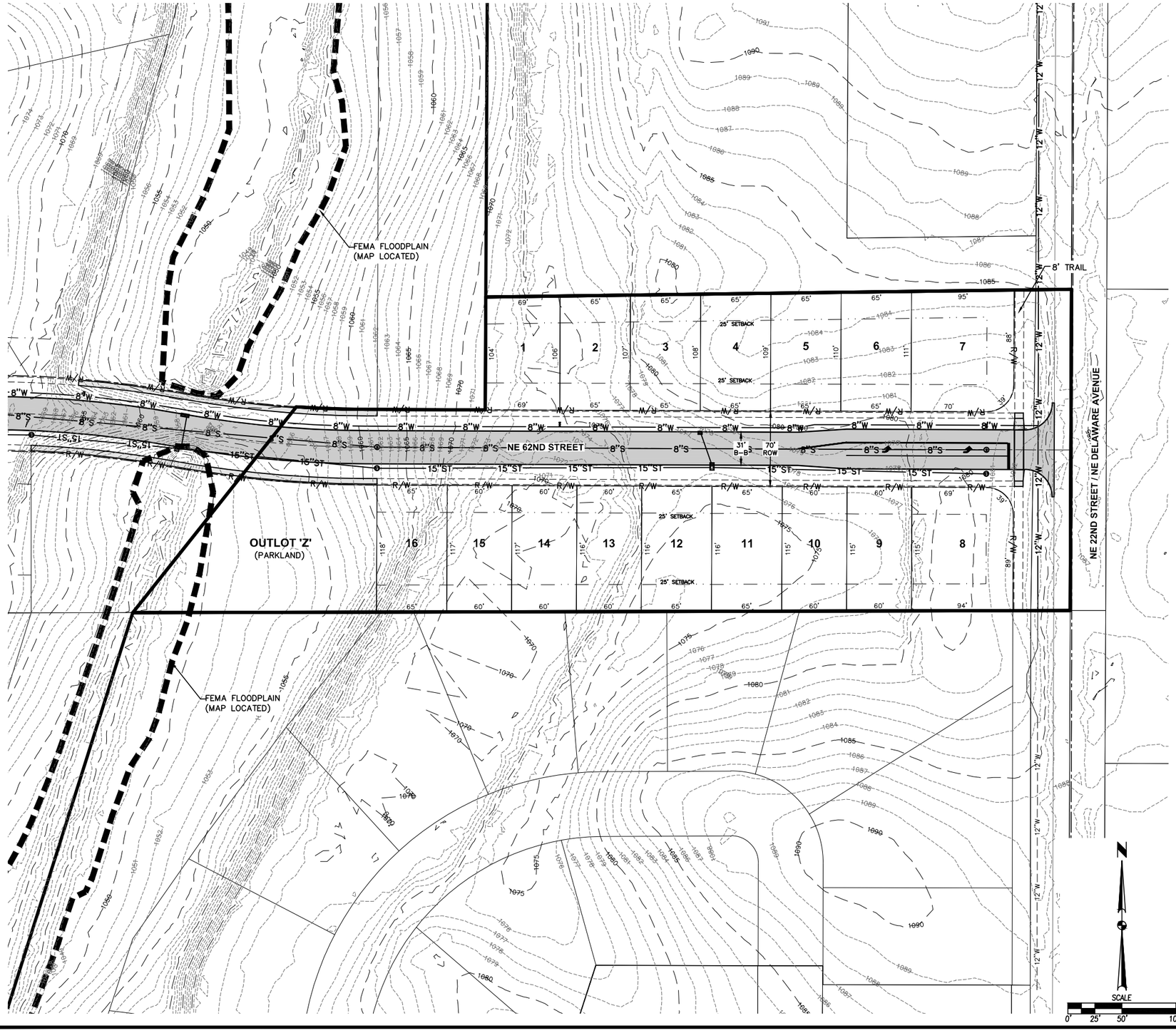
2 / 2

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: EKO
TECH: MST / MAE

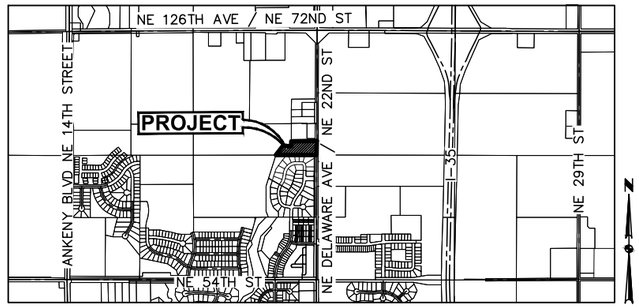
REVISIONS	DATE
SECOND SUBMITTAL	06/16/2023
FIRST SUBMITTAL	04/14/2023

HOPE KIMBERLEY - AREA "E"

P.U.D. CONCEPTUAL PLAN



VICINITY MAP



OWNER

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WEST DES MOINES, IA 50266

ENGINEER / SURVEYOR

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APPLICANT

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2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING

EXISTING: R-1: SINGLE FAMILY RESIDENCE DISTRICT

PROPOSED: P.U.D.: PLANNED UNIT DEVELOPMENT

BULK REGULATIONS

MINIMUM LOT WIDTH	= 50 FEET
MINIMUM TWO-FAMILY LOT WIDTH	= 75 FEET

SETBACKS:

FRONT YARD	= 25 FEET
REAR YARD	= 25 FEET
SIDE YARD	= 5 FEET

16 UNITS

UNITS (16) / ACRE (4.75) =3.4 UNITS/ACRE

NOTE: A MINIMUM OF ONE OVERSTORY / ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. ALL SIDEWALKS WILL BE 5' WIDE EXCEPT ALONG THE WEST SIDE OF NE DELAWARE AVE WHICH REQUIRES AN 8' TRAIL.
4. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
5. LOTS 7-8 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF NE DELAWARE AVENUE.
6. OUTLOT 'Z' WILL BE DEDICATED TO THE CITY AS PARKLAND.
7. FENCES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK 20' FROM NE DELAWARE AVENUE R.O.W. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE R.O.W. WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE NE DELAWARE AVENUE R.O.W.
8. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.

P.U.D. LEGAL DESCRIPTION - AREA 'E'

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 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 KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 38°28'54" EAST, 243.33 FEET; THENCE SOUTH 89°04'19" EAST, 174.76 FEET; THENCE NORTH 00°17'05" EAST, 104.49 FEET TO THE SOUTHWEST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE NORTH 89°15'04" EAST ALONG THE SOUTH LINE OF SAID PARCEL "2018-191" A DISTANCE OF 542.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 297.37 FEET; THENCE SOUTH 89°52'38" WEST AND ALONG THE NORTH LINE OF SAID KIMBERLEY ESTATES PLAT 2, A DISTANCE OF 867.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.75 ACRES MORE OR LESS.

DATE	REVISIONS
06/16/2023	SECOND SUBMITTAL
04/14/2023	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: EKO | TECH: MST / MAE
CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE KIMBERLEY - AREA "E"
P.U.D. CONCEPTUAL PLAN

1/1

2108.649

FILE: H:\2021\2108649\DWG\2108649-PUD CONCEPTUAL PLAN.DWG
LAST SAVED BY: MAX EVANS ON 4/14/2023 10:53 AM
PLOTTED BY: MAX EVANS
COMMENT: ENG

Hope Kimberley Property – Ankeny
Planned Unit Development

BULK REGULATIONS

AREA 'B' and AREA 'E' – SINGLE-FAMILY RESIDENTIAL (50'+ Lots)

- Detached homes with minimum two-car attached
- Minimum Lot Width at front yard setback – 50 feet (One-Family Homes)
- Minimum Lot Width at front yard setback – 75 feet (Two-Family Homes)
- Minimum Lot Area – 6,000 s.f. (One-Family Home)
- Minimum Lot Area – 10,000 s.f. (Two-Family Home)
- Minimum Yard Requirements:
    - Front – 25 feet
    - Rear – 25 feet (covered or non-covered decks may extend into rear yard setback)
    - Side – 10 feet total (min. 5' one side)
- Additional Landscaping: A minimum of one overstory/ornamental tree shall be planted within the front yard of each lot.
- R-3 Zoning Regulations shall apply to any items not covered within this PUD

REZONING REQUEST

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°29'17" EAST, 168.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS NORTH 39°21'39" WEST, 62.02 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE NORTH 89°30'43" WEST, 5.00 FEET; THENCE NORTH 00°29'17" EAST, 1173.98 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 427.09 FEET TO THE WEST LINE OF THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00°40'44" EAST ALONG SAID WEST LINE, 115.14 FEET TO THE SOUTHWEST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 89°23'31" EAST ALONG THE SOUTH LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 00°40'46" WEST ALONG THE EAST LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 114.86 FEET TO SAID NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 718.02 FEET; THENCE SOUTH 00°29'17" WEST, 1357.74 FEET; THENCE SOUTH 89°30'43" EAST, 1143.50 FEET; THENCE SOUTH 00°13'22" WEST, 128.98 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1430.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS SOUTH 13°40'02" EAST, 638.56 FEET; THENCE SOUTH 89°52'38" WEST, 1291.99 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.50 ACRES MORE OR LESS.

request that said real estate be rezoned from its present classification of R-1 to PUD for the purpose of allowing the following use(s):

Construction of single family residential housing.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

Jenna Kimberley (owner name) — Jenna Kimberley (Signature)

(owner name) — (Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope Kimberley LLC
Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266
Signature: Jenna Kimberley Date:
Printed Name: Jenna Kimberley Title:

Property Owner: William Kimberley Development Corporation
Address: 2785 N. Ankeny Blvd, Suite 22 - Ankeny, Iowa 50023
Signature: Jenna Kimberley Date: 6/14/2023
Printed Name: Jenna Kimberley Title: VP

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

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Parcel owner(s) signatures

Jenna Kimberley
(owner name)

Jenna Kimberley
(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope Kimberley LLC
Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266
Signature: Jenna Kimberley Date: 3/7/2023
Printed Name: Jenna Kimberley Title: VP

Property Owner: Bill Kimberley LC
Address: 2785 N. Ankeny Blvd, Suite 22 - Ankeny, Iowa 50023
Signature: Jenna Kimberley Date: 3/7/2023
Printed Name: Jenna Kimberley Title: VP

Property Owner: Kimberley Estates Owners Association Inc.

Address: 2785 N. Ankeny Blvd, Suite 22 - Ankeny, Iowa 50023

Signature: Jenna Kimberley Date: 3/7/2023

Printed Name: Jenna Kimberley Title: President

Property Owner: Hope K Farms LLC

Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266

Signature: Date: 03/10/2023

Printed Name: Reza Kargarzadeh Title: Owner

Property Owner:

Address:

Signature: Date:

Printed Name: Title:

Property Owner:

Address:

Signature: Date:

Printed Name: Title:

Property Owner:

Address:

Signature: Date:

Printed Name: Title:

Property Owner:

Address:

Signature: Date:

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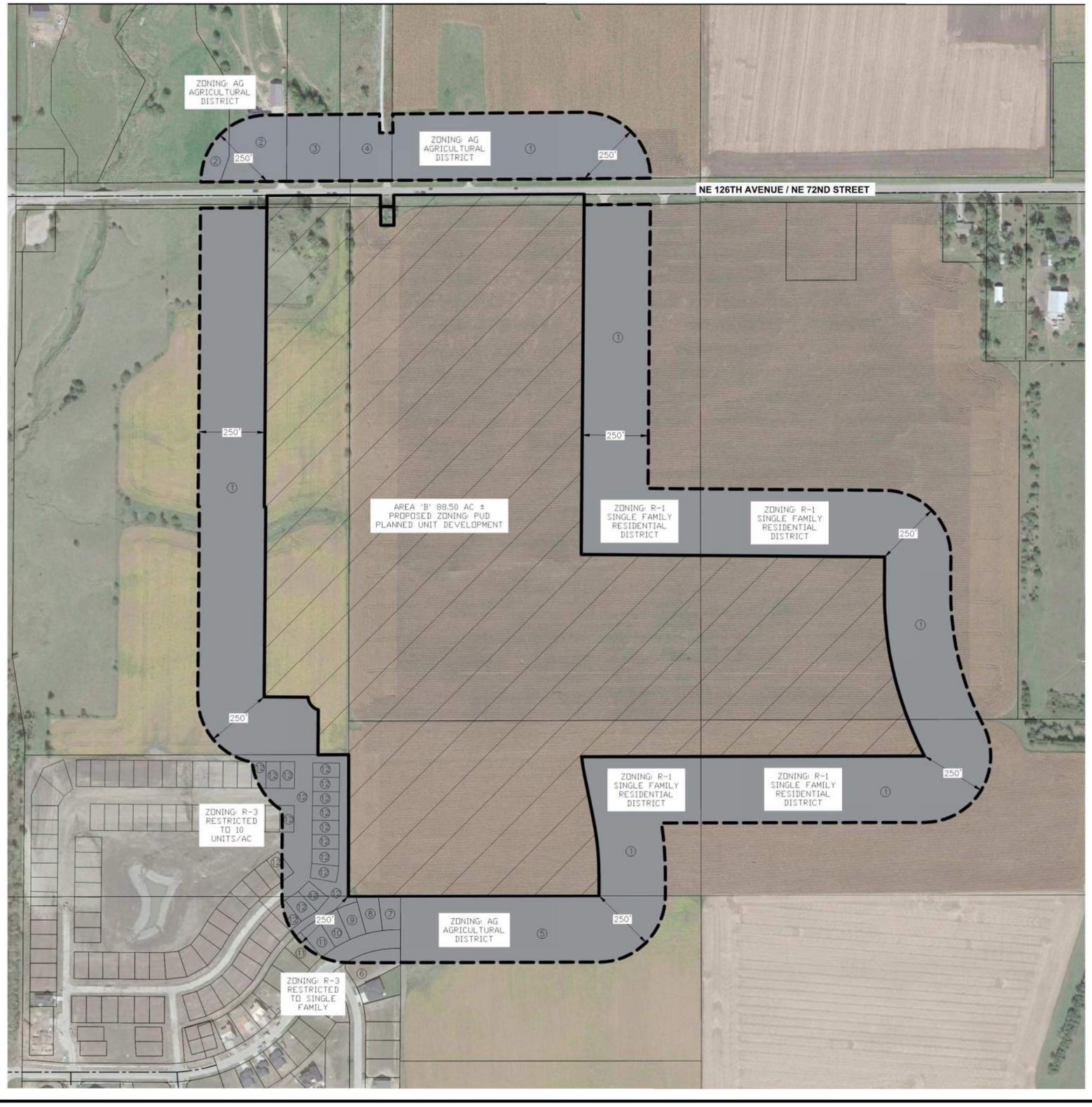
Property Owner:

Address:

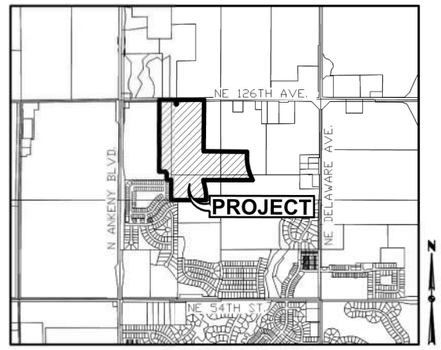
Signature: Date:

Printed Name: Title:



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: PUD – PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'B':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	46.1	75.57%	X
2	NEFZGER, JEREMY & TERESA	1.6	2.55%	
3	VOGEL, PATRICIA & TIMOTHY	1.1	1.88%	
4	GOLDSBERRY, GRANT & JODI	1.1	1.73%	
5	JERRYS HOMES INC	5.4	8.87%	
6	BYRAN, MARC A	0.2	0.29%	
7	WILLIAM KIMBERLEY DEVELOPMENT CORP	0.2	0.37%	X
8	BENCHMARK BUILDERS IOWA LC	0.2	0.38%	
9	ROSS, JACKSON	0.2	0.34%	
10	MARNIN, SCOTT & STEPHANIE	0.2	0.34%	
11	CUSTOM HOLDINGS LLC	0.3	0.42%	
12	COURTYARDS AT HARVEST RIDGE LLC	4.4	7.26%	
		61.1	100.00%	75.93%

N

SCALE
0' 100' 200' 400'

REVISIONS	DATE
FIRST SUBMITTAL	04/13/2023
SECOND SUBMITTAL	06/19/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: EKO | TECH: MAE

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'B'

1 / 1

2108.649

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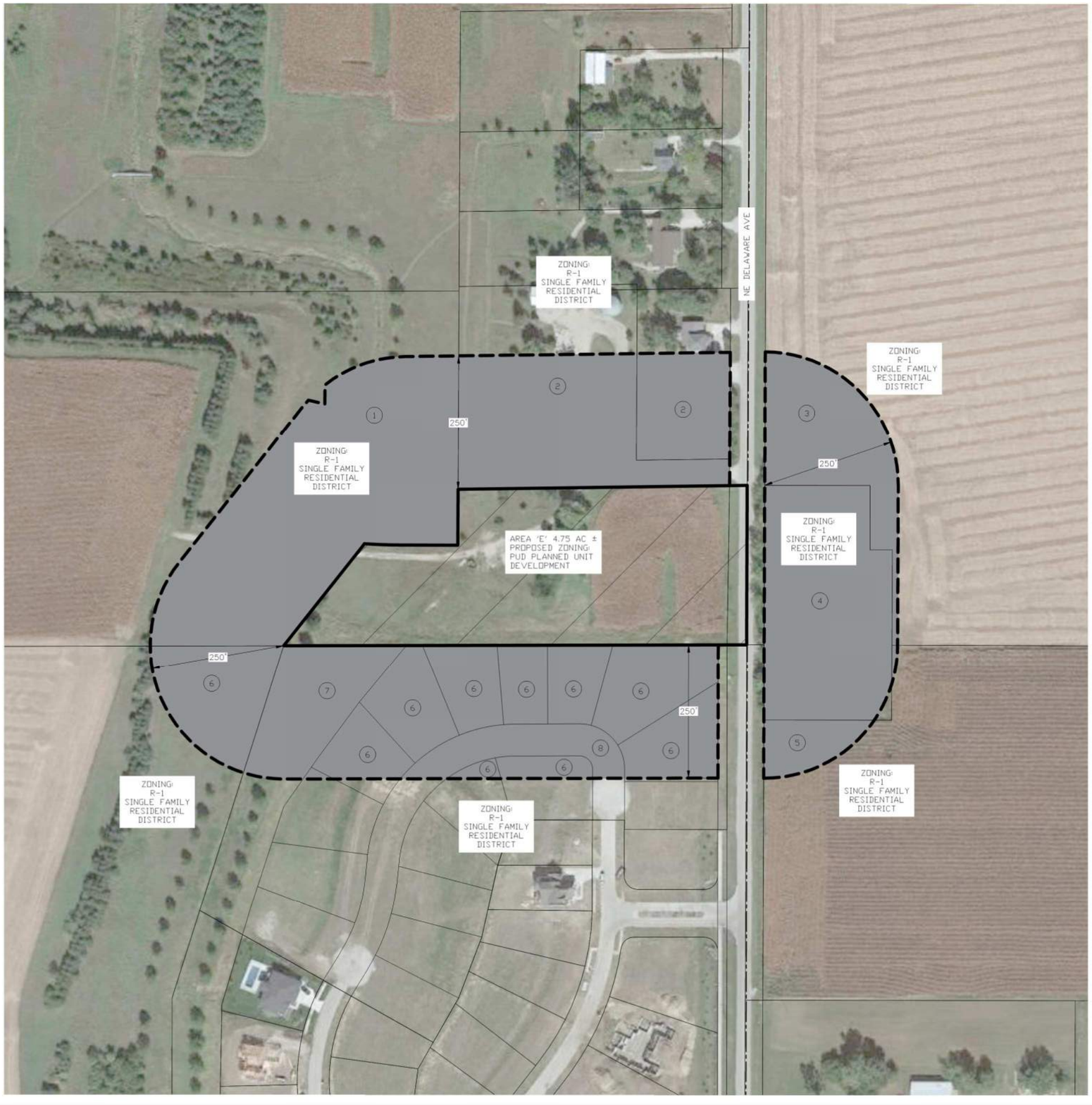
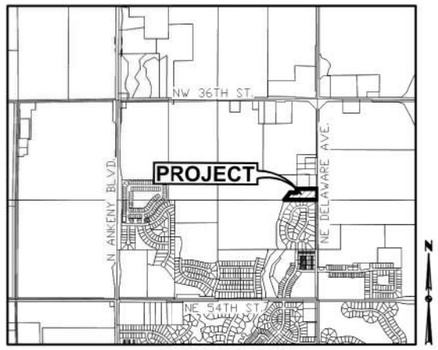
PLOTTED BY: ERIN CLEVENGER TECH:



VICINITY MAP

SCALE 1"=2000'



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APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD – PLANNED UNIT DEVELOPMENT

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ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	4.1	25.39%	X
2	VAN DYKE, JUDITH & ROBIN	2.9	18.00%	
3	HOPE K FARMS LLC	1.3	8.10%	X
4	WYCKOFF, ALVIN & EMILY	2.3	14.01%	
5	HOPE K FARMS	0.4	2.32%	X
6	BILL KIMBERLEY LC	4.3	26.24%	X
7	KIMBERLEY ESTATES OWNERS ASSOCIATION INC	1.0	5.95%	X
8	CITY OF ANKENY			
		16.2	100.00%	67.99%

N

SCALE
0 50 100 200

REVISIONS	DATE
SECOND SUBMITTAL	06/19/2023
FIRST SUBMITTAL	04/13/2023

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: EKO | TECH: MAE

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'E'

1/1

2108.649

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LAYOUT: ALT22 LAST EDITED: 6/7/2023 10:34 AM COMMENT:
PLOTTED BY: ERIN CLEVENGER TECH:

SUPPORTING EVIDENCE

Hope Kimberley Property - Ankeny

Supporting Evidence

VEHICULAR CIRCULATION

The primary access to the Hope Kimberley Property will be from NE Delaware Avenue to the east, NE 126th Avenue to the north, Highway 69 (North Ankeny Boulevard) to the west, NE Hillcrest Drive and NE 62nd Street to the south. Internal public streets will be extended throughout the development that connect to the major thoroughfares surrounding the property. Internal streets will be local public streets and collectors with on-street parking.

The city of Ankeny has a long-term plan to widen NE Ankeny Boulevard, NE Ankeny Boulevard and NE 126th Avenue as there are Interstate 35 entrance/exits ramps located northeast of this property.

A more detailed traffic study will be prepared by a traffic engineer for the city to review.

PEDESTRIAN CIRCULATION

Five-foot wide public sidewalks will be constructed on both sides of all public streets to provide pedestrian access to all site amenities including the city park. An 8-foot wide public trail will be constructed on the south side of NE 72nd Street, the east side of NE Trilein Drive and the west side of NE Delaware Avenue. Pedestrian ramps will be provided at all major roadways such as North Ankeny Boulevard, NE Delaware Avenue and NE 126th Street to connect the existing surrounding neighborhoods.

UTILITIES

Sanitary sewer service will be provided by connecting into an existing 18-inch sanitary sewer line to the south currently located within the Kimberley Estates development. A second connection will be provided in the future by the city of Ankeny in the southwest corner of the property. All sanitary sewer mains will be public.

Water main that will serve this development will come from a 12-inch watermain along NE Delaware Avenue, NE 72nd Street and NE Ankeny Boulevard. A 10-inch watermain will also be constructed along NE Trilein Drive and NE 62nd Avenue. All internal watermain will be 8-inch diameter.

Storm sewer will be provided within public right-of-ways and sized per city code ultimately discharging into one of the detention basins provided onsite. This particular site has two major creeks/drainageways that run through this site so discharge points will occur along these areas.

Franchise utilities will service the PUD with 10’ public utility easements and 7’ gas easements generally connecting to services along NE Delaware Avenue, NE Ankeny Boulevard and NE 126th Avenue. These easements will be located adjacent to the public right-of-ways or within rear yards of residential lots as requested by the utility companies.

STORM WATER MANAGEMENT

The Hope Kimberley property generally drains from a high point that runs through the center of the property to the east into an unnamed tributary of Fourmile Creek or the west directly into Fourmile Creek. Detention for the single-family residential areas will be provided in a combination of wet-bottom ponds provided throughout the site. Detention for the multi-family and commercial parcels will be provided onsite by the entity developing the property. All detention facilities shall be privately owned and maintained.

PARKS

Two public parks totaling approximately 22.57 acres in size within floodplain areas will be provided to satisfy parkland dedication requirements for all of the residential uses within the development. Parkland dedication calculations are included.

NEIGHBORHOOD AMENITIES

The areas shown as wet bottom ponds shall be privately owned and maintained by the neighborhood association. These amenities will only be accessible to the residents living within the Hope Kimberley development.

ARCHITECTURAL CHARACTER

Hope-Kimberley Property – Ankeny

ARCHITECTURAL CHARACTER STATEMENT

The following are examples of the type of architecture that will be constructed within the PUD area. A range of residential plans and custom features will be provided to promote curb appeal and a sense of neighborhood. Quality building materials will be used to construct the homes and natural colors such as earth tones, grays or natural wood colors will be used.

512

523

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Ensure Economic Vitality

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

SUBJECT:

Ord 2153: An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D).

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of ORDINANCE 2153 amending the Zoning Regulations.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2153.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance
Rezoning Area D Exhibit

ORDINANCE

AN ORDINANCE AMENDING THE ZONING REGULATIONS, CHAPTER 192, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA, BY REZONING CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, RESTRICTED TO SINGLE FAMILY, REZONING AREA D

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing and on the 8th day of August, 2023, recommended to the City Council that the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, for the following described property owned by Hope Kimberley LLC, be rezoned from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D); and

WHEREAS, on the 2nd day of October, 2023, after due notice and hearing provided by law, the Council now deems it reasonable and appropriate to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, TOWNSHIP 81 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 CENTER OF SAID SECTION 36; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 385.00 FEET; THENCE NORTH 00°07'22" WEST, 86.38 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS NORTH 05°45'19" WEST, 196.30 FEET; THENCE NORTH 11°23'16" WEST, 169.54 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS NORTH 09°09'12" WEST, 77.97 FEET; THENCE NORTH 89°52'38" EAST, 1291.99 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS NORTH 13°40'02" WEST, 638.56 FEET; THENCE NORTH 00°13'22" EAST, 527.24 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 10°37'33" EAST, 94.16 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 00°13'22" EAST, 521.42 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 165.35 FEET; THENCE SOUTH 00°17'54" WEST, 264.01 FEET; THENCE NORTH 89°43'13" EAST, 165.00 FEET; THENCE SOUTH 00°17'53" WEST, 373.02 FEET; THENCE NORTH 89°42'59" EAST, 703.99 FEET; THENCE SOUTH 32°56'05" WEST, 505.04 FEET; THENCE SOUTH 00°13'22" WEST, 705.09 FEET; THENCE SOUTH 67°10'04" EAST, 444.03 FEET; THENCE SOUTH 00°12'25" WEST, 522.09 FEET; THENCE SOUTH 38°28'54" WEST, 243.33 FEET TO THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2 ALSO BEING A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 605.62 FEET; THENCE SOUTH 89°46'46" WEST, 73.48 FEET; THENCE SOUTH 85°36'15" WEST, 66.85 FEET; THENCE SOUTH 79°22'24" WEST, 66.85 FEET; THENCE SOUTH 73°08'32" WEST, 66.85 FEET; THENCE SOUTH 66°54'41" WEST, 66.85 FEET; THENCE SOUTH 61°34'12" WEST, 71.30 FEET; THENCE SOUTH 60°58'05" WEST, 225.00 FEET; THENCE SOUTH 61°21'15" WEST, 78.94 FEET; THENCE SOUTH 65°20'09" WEST, 85.40 FEET; THENCE SOUTH 70°18'19" WEST, 85.40 FEET; THENCE SOUTH 75°16'29" WEST, 85.40 FEET; THENCE SOUTH 80°14'39" WEST, 85.40 FEET; THENCE SOUTH 85°12'49" WEST, 85.40 FEET; THENCE NORTH 89°59'06" WEST, 79.63 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°05'22" WEST ALONG SAID WEST LINE, 349.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.98 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 66.98-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

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

Section 1. That Chapter 192 of the Municipal Code of the City of Ankeny, Iowa, is hereby amended by rezoning the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D); and

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny Iowa, this **2nd**, day of **October**, 2023.

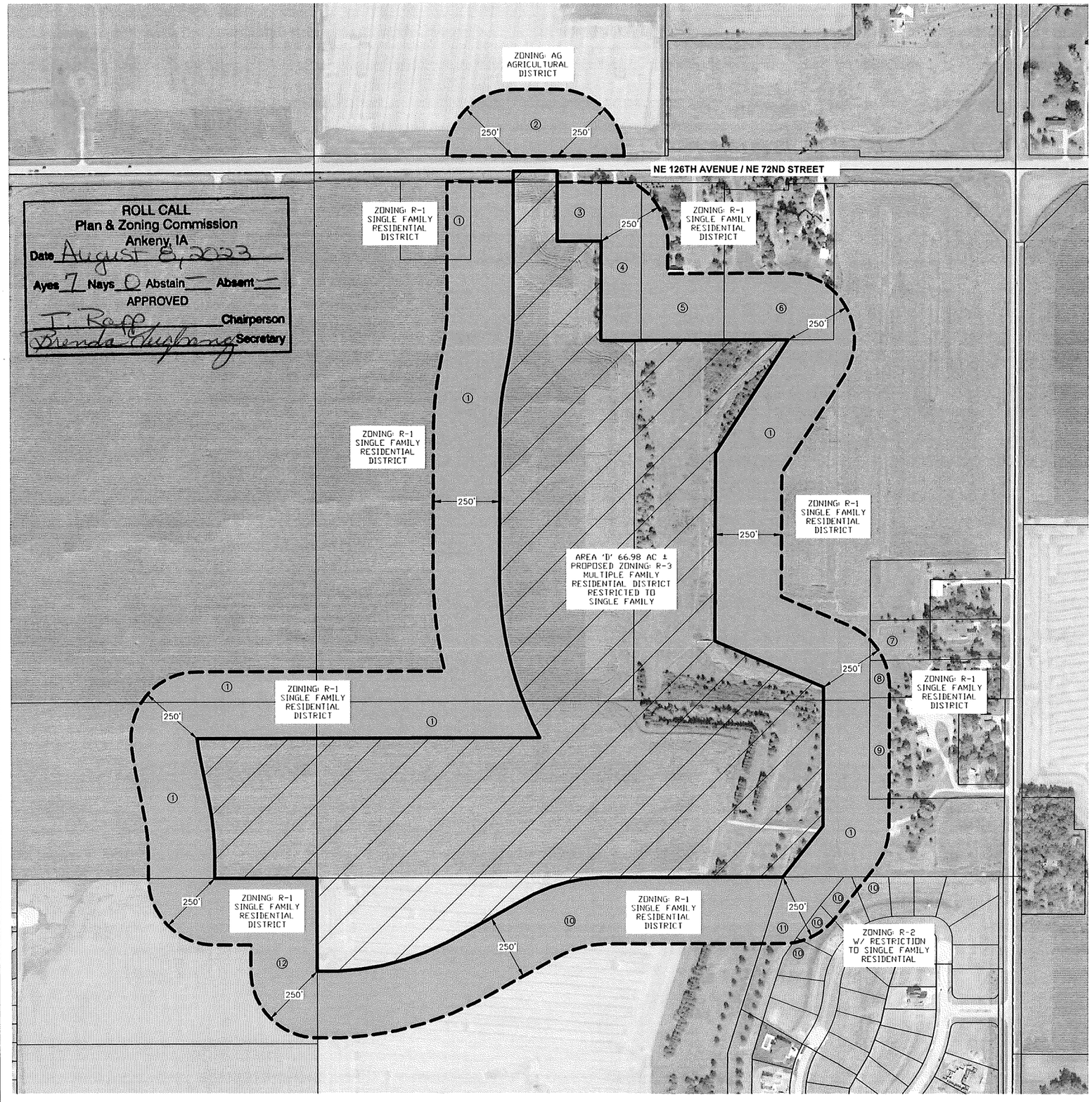
Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____DAY OF _____, 2023

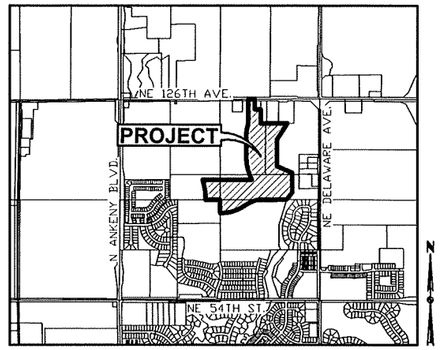
1st Con _9/5/23_ (P. Hrg.)
2nd Con _9/18/23_
3rd Con _10/2/23__



ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain ___ Absent ___
APPROVED
J. Raff Chairperson
Brenda Hughong Secretary

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 – SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: R-3 – MULTIPLE FAMILY RESIDENTIAL DISTRICT RESTRICTED TO SINGLE FAMILY

REZONING DESCRIPTION - AREA 'D':

A PART OF THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, TOWNSHIP 81 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 CENTER OF SAID SECTION 36; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 385.00 FEET; THENCE NORTH 00°07'22" WEST, 86.38 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS NORTH 05°45'19" WEST, 196.30 FEET; THENCE NORTH 11°23'16" WEST, 169.54 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS NORTH 09°09'12" WEST, 77.97 FEET; THENCE NORTH 89°52'38" EAST, 1291.99 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS NORTH 13°40'02" WEST, 638.56 FEET; THENCE NORTH 00°13'22" EAST, 527.24 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 10°37'33" EAST, 94.16 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 00°13'22" EAST, 521.42 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 165.35 FEET; THENCE SOUTH 00°17'54" WEST, 264.01 FEET; THENCE NORTH 89°43'13" EAST, 165.00 FEET; THENCE SOUTH 00°17'53" WEST, 373.02 FEET; THENCE NORTH 89°42'59" EAST, 703.99 FEET; THENCE SOUTH 32°56'05" WEST, 505.04 FEET; THENCE SOUTH 00°13'22" WEST, 705.09 FEET; THENCE SOUTH 67°10'04" EAST, 444.03 FEET; THENCE SOUTH 00°12'25" WEST, 522.09 FEET; THENCE SOUTH 38°28'54" WEST, 243.33 FEET TO THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2 ALSO BEING A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 605.62 FEET; THENCE SOUTH 89°46'46" WEST, 73.48 FEET; THENCE SOUTH 85°36'15" WEST, 66.85 FEET; THENCE SOUTH 79°22'24" WEST, 66.85 FEET; THENCE SOUTH 73°08'32" WEST, 66.85 FEET; THENCE SOUTH 66°54'41" WEST, 66.85 FEET; THENCE SOUTH 61°34'12" WEST, 71.30 FEET; THENCE SOUTH 60°58'05" WEST, 225.00 FEET; THENCE SOUTH 61°21'15" WEST, 78.94 FEET; THENCE SOUTH 65°20'09" WEST, 85.40 FEET; THENCE SOUTH 70°18'19" WEST, 85.40 FEET; THENCE SOUTH 75°16'29" WEST, 85.40 FEET; THENCE SOUTH 80°14'39" WEST, 85.40 FEET; THENCE SOUTH 85°12'49" WEST, 85.40 FEET; THENCE NORTH 89°59'06" WEST, 79.63 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°05'22" WEST ALONG SAID WEST LINE, 349.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.98 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	34.8	55.05%	X
2	NORTHSTAR LTD	3.2	5.07%	
3	HUSS, EMILY & KEVIN	0.8	1.33%	
4	KLEIN, STEVEN J	2.0	3.22%	
5	GROVE, KELLY & KATIE	2.4	3.78%	
6	SEUNTJENS, CHRISTOPHER & IRENE	2.3	3.61%	
7	ABUHL, WAYNE E	0.1	0.08%	
8	HAUS, JILL & SHANNON	0.2	0.35%	
9	VAN DYKE, JUDITH & ROBIN	0.7	1.03%	
10	BILL KIMBERLEY LC	10.7	16.98%	X
11	KIMBERLEY ESTATES OWNERS ASSOCIATION INC	1.0	1.54%	X
12	JERRYS HOMES INC	5.0	7.96%	
		63.2	100.00%	73.57%

N

SCALE
0' 100 200 400

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400
ENGINEER: EKO | TECH: MAE

REVISIONS	DATE
SECOND SUBMITTAL	06/19/2023
FIRST SUBMITTAL	04/13/2023

CIVIL DESIGN ADVANTAGE

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'D'

ANKENY, IOWA

1/1

2108.649

FILE = N:\2021\2108649\DWG\2108649-REZONE-D.DWG
FILE DATE: 6/14/23 DATE PLOTTED: 6/17/2023 10:38 AM COMMENT: ENG
PLOTTED BY: ERIK OLLENDORF TECH:

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Enhance Quality of Life

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2154: An ordinance amending Chapter 82 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails.

EXECUTIVE SUMMARY:

The ordinance under consideration amends section 82.03 – "Uses Not Permitted" – to include additional language related to solicitors, peddlers, and non-recreational activity on trails. Currently, Chapter 82 does not explicitly prohibit solicitors and peddlers from conducting non-recreational activity on trails. Staff are requesting the amendment to Chapter 82 be approved to match current standards and practices for use of the multi-use recreational trails.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2154.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Chapter 82 Ordinance Revision

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 82 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 82, of the Code of Ordinances to match current standards and practices for use of Multi-Use Recreational Trails.

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

Section 1: That Chapter 82, Multi-Use Recreational Trails, Section 82.03, Uses Not Permitted, be and is hereby amended to include the underlined language:

82.03 USES NOT PERMITTED.

Except as otherwise provided, the following uses are not permitted on multi-use recreational trails:

1. Motorized vehicles, except where the trail utilizes an existing road, street or highway or specifically defined or allowed otherwise in Chapter 76 of this Code of Ordinances;

2. Equestrian uses;

3. Skateboards are not permitted on the portions of trails that utilize an existing road, street or highway;

4. Any occupation of a portion of any area of the trail for washing or repairing vehicles, advertising, peddling, or any other non-recreational activity, except concessionaries acting under the authority of lease or contract with the City.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed**.**

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this _____ day of _____ 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ___ day of _____, 2023

1st Con _____
2nd Con _____
3rd Con _____

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Enhance Quality of Life

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2155: An ordinance amending Chapter 132 of the code of ordinances of the City of Ankeny, Iowa, by amending provisions to match current standards and practices for use of Multi-Use Recreational Trails.

EXECUTIVE SUMMARY:

The ordinance under consideration amends sections 132.02 – "Definitions" – and 132.18 – "Peddlers Operating Upon Streets" - to include the addition of multi-use recreational trails and minor grammatical edits. Currently, Chapter 132 does not include multi-use recreational trails and staff are requesting the amendment to Chapter 132 be approved to match current standards and practices for use of the multi-use recreational trails.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2155.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Chapter 132 Revisions

ORDINANCE 2155

AN ORDINANCE AMENDING CHAPTER 132, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 132, of the Code of Ordinances to match current standards and practices for use of Multi-Use Recreational Trails.

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

Section 1: That Chapter 132, Peddlers, Solicitors and Transient Merchants, be and is hereby amended delete the stricken language and to include the underlined language:

132.02 DEFINITIONS.

For use in this chapter the following terms are defined:

1. "Peddler" means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house, ~~or~~ upon the public street or Multi-Use Recreational trails. An ice cream truck is considered a peddler unless it contains a mobile kitchen and facilitates the preparation, marketing and sale of food that is whole and unprocessed, packaged, or prepared in which case the ice cream truck is considered a Mobile Food Vendor subject to Municipal Code Chapter 142.

2. "Solicitor" means any person who solicits or attempts to solicit from house to house, ~~or~~ upon the public street or Multi-Use Recreational trails any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at a future date. The definition of "solicitor" also includes any person engaged in the business of bill posting.

…

132.18 PEDDLERS OPERATING UPON STREETS.

No peddler shall sell or offer for sale upon the public right-of-way any goods or merchandise for immediate delivery unless such vendor complies with the conditions set forth in this section.

…

3. Stopping for Delivery Prohibited; Sales on Streets or in Parks or on Multi-Use Recreational Trails Prohibited. No person operating a vehicle (peddler's ice cream truck is exempt) may stop for the purpose of delivering goods or merchandise on the paved portion of the public right-of-way. In no event shall sales be permitted on any collector or arterial street within the City or within any public park or Multi-Use Recreational trail.

…

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed**.**

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this _____ day of _____ 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE ____ DAY OF _____, 2023

1st Con 9/05/23
2nd Con 9/18/23
3rd Con _____

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Planning and Building	Enhance Quality of Life

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

SUBJECT:

Ord 2156: An Ordinance amending the Ankeny Municipal Code by adding a new Chapter 58, Urban Chickens, pertaining to the keeping of chickens within the City of Ankeny (PH 2023-53)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2156 amending the Ankeny Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2156

Action: Consider motion to accept first consideration of ORDINANCE 2156.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance 2156

ORDINANCE NO. _____

ORDINANCE AMENDING THE ANKENY MUNICIPAL CODE BY ADDING A NEW CHAPTER 58 THERETO ENTITLED "URBAN CHICKENS" RELATING TO THE KEEPING OF CHICKENS WITHIN THE CITY OF ANKENY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ANKENY, IOWA, as follows:

Section 1. The Ankeny Municipal Code is amended by adding a new Chapter 58 thereto entitled "Urban Chickens" relating to the keeping of chickens within the City of Ankeny as follows:

CHAPTER 58 URBAN CHICKENS

58.01 Definitions.

"Chicken: shall mean a member of the subspecies *Gallus gallus domesticus,* a domesticated fowl.

"Urban Chicken" shall mean a chicken kept on a permitted tract of land pursuant to a permit issued under this Chapter.

"Permitting Officer" shall mean the City Manager or designee.

"Tract of land" shall mean a property or a zoned lot that has one single family dwelling located on that property or zoned lot.

"Single Family Dwelling" shall mean any building that contains only one dwelling unit used, intended, rented, leased, let or hired to be occupied for living purposes.

"Permitted tract of land" shall mean the tract of land as identified by the application upon which a permit is granted for keeping chickens pursuant to this Chapter.

"Permittee" shall mean an applicant who has been granted a permit to raise, harbor or keep chickens pursuant to this Chapter.

58.02 Permit Required.

(a) Permit Required. No person shall raise, harbor or keep chickens within the City of Ankeny without a valid permit obtained from the Permitting Officer under the provisions of this Chapter.

(b) Application. In order to obtain a permit, an applicant must submit a completed application on forms provided by the Permitting Officer, either on-line or in paper form, and paying all fees required by this Chapter.

(c) Requirements. The requirements to the receipt of a permit include:

1) All requirements of this Chapter are met;
2) All fees, as may be provided for from time to time by City Council resolution, for the permit are paid in full;
3) All judgments in the City's favor and against the applicant have been paid in full;
4) The tract of land to be permitted shall contain only one Single Family Dwelling occupied and used as such by the permittee.
5) The applicant has provided notice to the residents of all immediately adjacent dwellings of the applicant's intent to obtain a permit.
6) The applicant has successfully completed an approved class in raising chickens in an urban setting.

(d) Issuance of Permit. If the Permitting Officer concludes as a result of the information contained in the application that the requirements for a permit have been met, then the Officer shall issue the permit.

(e) Denial, suspension, revocation, non-renewal. The Permitting Officer may deny, suspend, revoke, or decline to renew any permit issued for any of the following grounds:

1) False statements on any application or other information or report required by this section to be given by the applicant;
2) Failure to pay any application, penalty, reinspection or reinstatement fee required by this section or City Council resolution;
3) Failure to correct deficiencies noted in notices of violation in the time specified in the notice;
4) Failure to comply with the provisions of an approved mitigation/remediation plan by the Permitting Officer, or designee.
5) Failure to comply with any provision of this Chapter or other relevant Chapter of the Municipal Code.

(f) Notification. A decision to revoke, suspend, deny or not renew a permit shall be in writing, delivered by ordinary mail or in person to the address indicated on the application. The notification shall specify reasons for the action.

(g) Effect of revocation, etc. When an application for a permit is denied, or when a permit is revoked, the applicant may not re-apply for a new permit for a period of 1 year from the date of the denial or revocation.

(h) Appeals. In any instance where the Permitting Officer has denied, revoked, suspended, or not renewed a permit, the applicant may appeal the decision to the City Manager, or designee other than the Permitting Officer within ten (10) business days of receipt by the applicant or holder of the permit of the notice of the decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the officer hearing the appeal, or any decision by the Permitting Officer which is not appealed in accordance to this Chapter shall be deemed final action.

58.03 Number and type of Chickens allowed.

(a) The maximum number of chickens allowed is six (6) per tract of land.

(b) Only female chickens (hens) are allowed.

5**8.04 Zoning Districts Allowed.**

Permits will be granted only for tracts of land of at least one-quarter acre (10,890 sq. ft.) in size, containing only one single family home and located in residential districts as identified on the current Official Zoning Map on file with the City of Ankeny.

58.05 Non-commercial use only.

A permit shall not allow the permittee to engage in chicken breeding or fertilizer production or the sale of eggs or chickens for commercial purposes. The permittee may use the eggs and chickens for non-commercial use only.

58.06 Enclosures.

(a) Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.

(b) Enclosures must be kept in a clean, dry, odor-free, neat and sanitary condition at all times.

(c) Henhouses, chicken tractors and chicken pens must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds and predators, including dogs and cats.

(d) Henhouses and chicken tractors.

1) Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens with a minimum of four (4) square feet per bird while minimizing adverse impacts to other residents in the neighborhood.

i) A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one (1) inch openings.

ii) The materials used in making a henhouse or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is

prohibited. Henhouses and chicken tractors shall be well maintained.

2) Henhouses, chicken tractors and chicken pens shall only be located in the rear yard as defined by Ankeny Municipal Code.

3) Henhouses, chicken tractors and chicken pens must be located at least twenty-five (25) feet from any property line.

4) Henhouses, chicken tractors and chicken pens must be located at least ten (10) feet from any storm water drainage/storm water detention/overland flowage easement and should not be located within any drainage swale that is not covered by easement.

(e) Any enclosed chicken pen shall consist of sturdy wire fencing. The pen must be covered with wire, aviary netting, or solid roofing.

58.07 Odor and noise impacts.

(a) Odors from chickens, chicken manure or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land.

(b) Noise from chickens shall not be loud enough beyond the boundaries of the permitted tract of land at the property boundaries to disturb persons of reasonable sensitivity.

58.08 Predators, rodents, insects and parasites.

The Permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by an Ankeny Animal Control Officer.

58.09 Feed and water.

Chickens shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds and predators.

58.10 Waste storage and removal.

All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three (3) cubic feet of manure shall be stored on the permitted tract of land. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

58.11 Chickens at large.

(a) The Permittee shall not allow the Permittee's chickens to roam off the permitted tract of land. No dog or cat or other domesticated animal which kills a chicken off the permitted tract of land will, for that reason alone, be considered a dangerous or aggressive animal or the city's responsibility to enforce its animal control provisions.

(b) The Permittee shall place and keep leg bands on all chickens showing the permit number.

58.12 Unlawful acts.

(a) It shall be unlawful for any person to keep chickens in violation of any provision of this Chapter or any other provision of the Ankeny Municipal Code.

(b) It shall be unlawful for any owner, renter or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this article.

(c) No person shall keep chickens inside a dwelling unit.

(d) No person shall slaughter any chickens within the City of Ankeny.

(e) No person shall keep a rooster.

(f) No person shall keep chickens on a vacant or uninhabited tract of land.

58.13 Nuisances.

Any violation of the terms of this Chapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions of Ankeny Municipal Code Chapter 50.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be effective upon its passage, approval and publication as provided by law.

PASSED and approved this ____ day of _____, 2023.

_____
MARK E. HOLM, Mayor

ATTEST:

_____
MICHELLE YUSKA, City Clerk

PUBLISHED IN THE
DES MOINES REGISTER
ON THE _____ DAY OF _____, 2023

1st Con 9/18/23 P.Hrg
2nd Con 10/2/23
3rd Con 10/16/23

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed NW Irvinedale Drive - Elevated Water Storage Tank (PH 2023-54)

EXECUTIVE SUMMARY:

The NW Irvinedale Drive - Elevated Water Storage Tank project will include the construction of a 2.5-million-gallon (MG) elevated water storage tank and related improvements on a City-owned parcel near the intersection of NW 36th Street and NW Irvinedale Drive within City limits.

The construction improvements include the base bid of a 2.5 MG elevated water storage tank, mobilization, demobilization, bulk water station, clearing and grubbing, erosion control, approximately 700 cubic yards (CY) of on-site embankment earthwork, 2700 CY of excavation haul-off earthwork, finished grading, temporary and permanent seeding, 1061 LF of chain link fencing with gate, 6" thick HMA driveway pavement, 9" concrete driveway pavement, 5" thick concrete trail, 8" sanitary sewer and manholes, 15" storm sewer and structures, 24" water main, valves, hydrants, electrical service, lights, SCADA equipment, and other miscellaneous work necessary to complete the project.

The bid opening for this project was held on Tuesday, September 12, 2023. Three (3) bids were received as follows:

1. CB&I Storage Tank Solutions, LLC $9,751,758.59
2. Landmark Structures $9,884,000.00
3. Caldwell Tanks, Inc $11,915,333.00

The Engineer's Estimate for the project was $8,885,000.00. The bids ranged from approximately 10% above to 34% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. Pricing for materials and labor for large construction projects seems to remain high. Since two of the three estimates were less than 1% apart, we believe these estimates provide accurate pricing for the project.

Pending project approval and award by the City Council the contractor will have until November 30, 2025 to fully complete the project.

FISCAL IMPACT: **No**

This project is included in the City's current Capital Improvements Program with construction scheduled for 2023 - 2025.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost ($8,885,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the NW Irvinedale Drive - Elevated Water Storage Tank Project.

3. Receive and file the report of bids received on September 12, 2023.

4. Approve Resolution, making award of construction contract to CB&I Storage Tank Solutions, LLC. (CB&I), of Plainfield, IL.

5. Approve Resolution, approving contract and bonds with CB&I for $9,751,758.59.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as September 12, 2023, and setting the public hearing date as September 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $8,885,000.00; 2) receive and file report of bids received September 12, 2023; 3) adopt RESOLUTION making award of construction contract with CB&I Storage Tank Solutions, LLC in the amount of $9,751,746.90.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
RES - making award
Bid Tab
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK

WHEREAS, on the **7th** day of **August**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the NW Irvinedale Drive - Elevated Water Storage Tank; and

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

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

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

PASSED AND APPROVED this 18th day of September, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

REC'D & FILED
BY CITY COUNCIL
9-18-23

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **SEPTEMBER 12, 2023**

NW IRVINEDALE DRIVE – ELEVATED WATER STORAGE TANK

The purpose of this meeting is to receive, open and tabulate bids for construction of the NW Irvinedale Drive – Elevated Water Storage Tank project in accordance with the Plans and Specifications prepared by HDR, Inc.

Don Clark, Municipal Utilities Director $ 8,885,000.00 Base+Alt 1

Project Estimate of Cost $ 8,769,000.00 Base

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (two) Acknowledged
1) ✓	Caldwell Tanks Inc 4000 Tower Road Louisville KY 40219	Base $ 11,729,000.00 Alt ① 186333.00 Alt ② Ø No Bid	✓
2) ✓	Landmark Structures 1665 Harmon Road Fort Worth, TX 76177	Base $ 9,744,356.00 Alt ① 139,644.00 Alt ② 12,984,000.00	✓
3) ✓	CB+I Storage Tank Solutions LLC 14105 S. Route 59 Plainfield IL 60544	Base $ 9,519,000.00 Alt ① 232,746.90 Alt ② No Bid Ø	✓
4)			
5)			
6)			

*Apparent Low Bidder

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

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of September 18, 2023 at 5:30 P.M.

Donald Clark
Don Clark, Municipal Utilities Director

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK

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

Section 1. That the following bid for the construction of certain public improvements described in general as the NW Irvinedale Drive - Elevated Water Storage Tank, described in the plans and specifications heretofore adopted by this Council on September 18, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **CB&I Storage Tank Solutions, LLC** of **Plainfield, IL**

Amount of bid: **$9,751,758.59**

Portion of project: All construction work

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

PASSED AND APPROVED this 18th day of September, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

City of Ankeny, Iowa
BID TAB
2.5 MG Elevated Storage Tank - NW Irvinedale Drive

BID DATE: 9/12/2023

Item Number	Item Description	Estimated Quantity	Unit	Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
				Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
	General Provisions and Covenants										
1.01	Mobilization, Demobilization, General Provisions and Covenants	1	LS	$ 438,000	$ 438,000	$175,000	$175,000.00	$300,000	$ 300,000	$580,000.00	$ 580,000
	Earthwork										
2.01	General Clearing and Grubbing	1	LS	$10,000.00	$10,000.00	$26,525.00	$26,525.00	$35,000.00	$ 35,000	$ 5,000.00	$ 5,000.00
2.02	Topsoil and Finished Grading	1358	CY	$7.25	$9,845.50	$7.43	$10,085.87	$13.00	$ 17,654	$ 7.00	$ 9,506.00
2.03	Excavation and Haul-Off, Class 10	2700	CY	$20.00	$54,000.00	$15.92	$42,984.00	$20.00	$ 54,000	$ 19.00	$ 51,300.00
2.04	Excavation and Embankment, Class 10	700	CY	$10.00	$7,000.00	$40.32	$28,224.00	$12.00	$ 8,400	$ 9.00	$ 6,300.00
2.05	4" Granular Subbase for 9" PCC and 7" PCC Pavements	2057	SY	$8.25	$16,970.25	$40.32	$82,938.24	$12.00	$ 24,684	$ 11.00	$ 22,627.00
	Sewers and Drains										
4.01	15" Storm Sewer Pipe, RCP	271	LF	$50.00	$13,550.00	$125.20	$33,929.20	$80.00	$ 21,680	$ 78.00	$ 21,138.00
4.02	15" Storm Sewer Circular Pipe Aprons, Type 1, RCP	2	EA	$2,500.00	$5,000.00	$1,591.50	$3,183.00	$4,500.00	$ 9,000	$ 1,450.00	$ 2,900.00
4.03	6" Subdrains, Case B, Type 1	376	LF	$25.00	$9,400.00	$10.03	$3,771.28	$24.00	$ 9,024	$ 35.00	$ 13,160.00
4.04	6" Subdrains, Case C, Type 1	387	LF	$25.00	$9,675.00	$8.22	$3,181.14	$24.00	$ 9,288	$ 30.00	$ 11,610.00
4.05	6" Subrdains, Detention Pond	203	LF	$25.00	$5,075.00	$8.62	$1,749.86	$16.00	$ 3,248	$ 34.00	$ 6,902.00
4.06	6" Subdrain Cleanouts, Type A-1	11	EA	$1,500.00	$16,500.00	$835.01	$9,185.11	$1,100.00	$ 12,100	$ 685.00	$ 7,535.00
4.07	6" Subdrain Outlets Into Structure	5	EA	$500.00	$2,500.00	$795.75	$3,978.75	$450.00	$ 2,250	$ 375.00	$ 1,875.00
	Water Mains and Appurtenances										
5.01	Water Main and Fittings Removal At and Including Connection to Existing 24" Water Main	1	LS	$10,000.00	$10,000.00	$14,854	$14,854.00	$3,000.00	$ 3,000	$ 8,000.00	$ 8,000.00
5.02	24" Water Main Open Cut, PVC or DIP, RJ	345	LF	$300.00	$103,500.00	$721.48	$248,910.60	$350.00	$ 120,750	$ 365.00	$ 125,925.00
5.03	4" Water Main Open Cut, PVC or DIP, RJ	45	LF	$100.00	$4,500.00	$122.02	$5,490.90	$50.00	$ 2,250	$ 106.00	$ 4,770.00
5.04	24" 45 Degree Bend	3	EA	$6,000.00	$18,000.00	$9,283.75	$27,851.25	$5,500.00	$ 16,500	$ 6,400.00	$ 19,200.00
5.05	24" x 6" Tee	2	EA	$6,000.00	$12,000.00	$8,391.18	$16,782.36	$6,000.00	$ 12,000	$ 8,945.00	$ 17,890.00
5.06	12" x 4" Tee, Cut Into Existing 12" Main	1	EA	$6,000.00	$6,000.00	$10,079.50	$10,079.50	$7,500.00	$ 7,500	$ 9,515.00	$ 9,515.00
5.07	24" Gate Valve	1	EA	$35,000.00	$35,000.00	$34,117.52	$34,117.52	$38,500.00	$ 38,500	$ 36,500.00	$ 36,500.00
5.08	4" Gate Valve	1	EA	$2,000.00	$2,000.00	$3,705.01	$3,705.01	$1,685.00	$ 1,685	$ 1,860.00	$ 1,860.00
5.09	Fire Hydrant Assembly Removal	3	EA	$2,000.00	$6,000.00	$1,591.50	$4,774.50	$850.00	$ 2,550	$ 2,875.00	$ 8,625.00
5.10	Fire Hydrant Assembly: 6" Gate Valve & Box, 6" Piping & Fittings, Relocated Hydrant	3	EA	$5,000.00	$15,000.00	$5,305.00	$15,915.00	$5,000.00	$ 15,000	$ 2,350.00	$ 7,050.00
	Structures for Sanitary and Storm Sewers										
6.01	48" Circular Storm Sewer Manhole Over Existing Sewer, Type SW-401	1	EA	$6,850.00	$6,850.00	$12,732.00	$12,732.00	$7,000.00	$ 7,000	$ 9,150.00	$ 9,150.00
6.02	Single Open-Throat Curb Intake, Small Box, Type SW-507	3	EA	$5,500.00	$16,500.00	$2,652.50	$7,957.50	$5,200.00	$ 15,600	$ 6,185.00	$ 18,555.00
6.03	Circular Area Intake, Type SW-512	3	EA	$3,000.00	$9,000.00	$822.28	$2,466.84	$3,000.00	$ 9,000	$ 3,045.00	$ 9,135.00
6.04	Detention Basin Outlet Structure	1	EA	$10,000.00	$10,000.00	$7,957.50	$7,957.50	$10,000.00	$ 10,000	$ 13,575.00	$ 13,575.00
	Streets and Related Work										
7.01	9" PCC Pavement, Driveway	1023	SY	$67.50	$69,052.50	$152.78	$156,293.94	$82.00	$ 83,886	$ 82.00	$ 83,886.00
7.02	7" PCC Pavement, Driveway	787	SY	$52.00	$40,924.00	$159.15	$125,251.05	$76.00	$ 59,812	$ 76.00	$ 59,812.00
7.03	6" PCC Curb and Gutter	30	LF	$36.00	$1,080.00	$159.15	$4,774.50	$75.00	$ 2,250	$ 60.00	$ 1,800.00
7.04	6" River Rock Surfacing	49	SY	$29.50	$1,445.50	$51.99	$2,547.51	$50.00	$ 2,450	$ 300.00	$ 14,700.00
7.05	Detectable Warnings	60	SF	$25.00	$1,500.00	$63.66	$3,819.60	$50.00	$ 3,000	$ 50.00	$ 3,000.00

BID DATE: 9/12/2023

Item Number	Item Description	Estimated Quantity	Unit	Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
				Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
	Site Work and Landscaping										
8.01	Temporary Seeding, Fertilizing, and Mulching for Conventional Seeding, Type 4	1.30	AC	$2,000.00	$2,600.00	$11,305.36	$14,696.97	$3,000.00	$ 3,900	$ 5,000.00	$ 6,500.00
8.02	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Type 1	1.15	AC	$4,000.00	$4,600.00	$5,580.86	$6,417.99	$5,000.00	$ 5,750	$ 8,000.00	$ 9,200.00
8.03	Rip Rap for Pipe Outlet, Class E	25	TON	$100.00	$2,500.00	$65.78	$1,644.50	$100.00	$ 2,500	$ 86.00	$ 2,150.00
8.04	Silt Fence	1135	LF	$6.00	$6,810.00	$5.29	$6,004.15	$10.00	$ 11,350	$ 4.00	$ 4,540.00
8.05	Inlet Protection	7	EA	$500.00	$3,500.00	$122.02	$854.14	$225.00	$ 1,575	$ 300.00	$ 2,100.00
8.06	Stabilized Construction Entrance	1	EA	$2,000.00	$2,000.00	$4,836.16	$4,836.16	$6,000.00	$ 6,000	$ 7,500.00	$ 7,500.00
8.07	Concrete Washout	1	EA	$2,000.00	$2,000.00	$2,652.50	$2,652.50	$4,000.00	$ 4,000	$ 5,000.00	$ 5,000.00
8.08	Chain Link Fence	1061	LF	$40.00	$42,440.00	$65.25	$69,230.25	$25.00	$ 26,525	$ 25.00	$ 26,525.00
8.09	Swing Gate	1	EA	$2,000.00	$2,000.00	$2,652.50	$2,652.50	$3,475.00	$ 3,475	$ 7,500.00	$ 7,500.00
8.10	Retaining Wall	1	LS	$187,000.00	$187,000.00	$291,775.00	$291,775.00	$403,950.00	$ 403,950	$ 95,000.00	$ 95,000.00
8.11	Bollards	2	EA	$1,000.00	$2,000.00	$1,061.00	$2,122.00	$1,000.00	$ 2,000	$ 1,000.00	$ 2,000.00
8.12	Permanent Seeding, Fertilizing, and Mulching for Hydraulic Seeding, Raingarden Mixture	0.15	AC	$6,500.00	$975.00	$202,078.06	$30,311.71	$10,000.00	$ 1,500	$ 10,000.00	$ 1,500.00
8.13	Wattle	406	LF	$4.00	$1,624.00	$15.69	$6,370.14	$3.00	$ 1,218	$ 10.00	$ 4,060.00
8.14	Temporary Rolled Erosion Control Product (RECP)	976	SY	$7.50	$7,320.00	$8.49	$8,286.24	$2.00	$ 1,952	$ 10.00	$ 9,760.00
8.15	Tree - Maidenhair Tree	5	EA	$600.00	$3,000.00	$689.65	$3,448.25	$700.00	$ 3,500	$ 1,000.00	$ 5,000.00
8.16	Tree - Moraine Sweet Gum	7	EA	$500.00	$3,500.00	$497.61	$3,483.27	$450.00	$ 3,150	$ 1,000.00	$ 7,000.00
8.17	Tree - Redmond American Linden	4	EA	$600.00	$2,400.00	$419.10	$1,676.40	$650.00	$ 2,600	$ 1,000.00	$ 4,000.00
8.18	Tree - White Fir	4	EA	$400.00	$1,600.00	$530.50	$2,122.00	$700.00	$ 2,800	$ 1,000.00	$ 4,000.00
8.19	Tree - Eastern Red Cedar	7	EA	$400.00	$2,800.00	$466.84	$3,267.88	$450.00	$ 3,150	$ 1,000.00	$ 7,000.00
8.20	Tree - Norway Spruce	4	EA	$60.00	$240.00	$530.50	$2,122.00	$600.00	$ 2,400	$ 1,000.00	$ 4,000.00
8.21	Shrub - Iroquis Beauty Black Chokeberry	8	EA	$60.00	$480.00	$50.93	$407.44	$100.00	$ 800	$ 500.00	$ 4,000.00
8.22	Shrub - Lo & Behold Purple Haze Butterfly Bush	13	EA	$60.00	$780.00	$50.93	$662.09	$100.00	$ 1,300	$ 500.00	$ 6,500.00
8.23	Shrub - Hummingbird Summersweet	9	EA	$60.00	$540.00	$55.17	$496.53	$100.00	$ 900	$ 500.00	$ 4,500.00
	Special Provisions Items										
200	Base Bid - 2,500,000 Gallon Composite Elevated Storage Tank	1	LS	$7,250,000.00	$7,250,000.00	$7,311,051.65	$7,311,051.65	$7,984,000.00	$ 7,984,000	$ 9,541,364.00	$ 9,541,364.00
300	Bulk Water Station Package Equipment	1	LS	$140,000.00	$140,000.00	$327,583.75	$327,583.75	$151,500.00	$ 151,500	$ 300,000.00	$ 300,000.00
301	Bulk Water Station Installation (Shipping/Unloading, Concrete Foundation, Anchorage, Water and Sewer Piping Connections, Commissioning, etc.)	1	LS	$60,000.00	$60,000.00	$79,575.00	$79,575.00	$13,500.00	$ 13,500	$ 150,000.00	$ 150,000.00
600	Electrical for Site Service, Elevated Storage Tank, Bulk Water Station, Area Lights	1	LS	$50,000.00	$50,000.00	$171,648.58	$171,648.58	$150,000.00	$ 150,000	$ 295,000.00	$ 295,000.00
601	Area Lights Pole Mounted	2	EA	$5,000.00	$10,000.00	$10,037.06	$20,074.12	$10,000.00	$ 20,000	$ 7,500.00	$ 15,000.00
602	SCADA Equipment Installation (Level Transducer, PLC Panel, Antenna/Cable)	1	LS	$10,000.00	$ 10,000	$12,519.80	$ 12,520	$10,000.00	$ 10,000	$ 5,500.00	$ 5,500.00
	TOTAL AMOUNT OF BID - BASE BID				**$ 8,769,000**		**$ 9,519,009.53**		**$ 9,744,356**		**$ 11,729,000**

BID DATE: 9/12/2023

Item Number	Item Description	Estimated Quantity	Unit	Engineer's Opinion of Probable Construction Cost		CB&I		Landmark		Caldwell	
				Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension	Unit Price	Unit Price Extension
ADD ALTERNATE NO. 1									$ -		$ -
101	6" Granular Subbase for 6" HMA Pavement	488	SY	$11.70	$5,709.60	$50.93	$24,853.84	$12.00	$ 5,856	$ 15.00	$ 7,320.00
102	8" Sanitary Sewer Gravity Main, Truss Type PVC	426	LF	$70.00	$29,820.00	$94.43	$40,227.18	$113.00	$ 48,138	$ 102.00	$ 43,452.00
103	4" Sanitary Sewer Service Stub, PVC	38	LF	$60.00	$2,280.00	$159.15	$6,047.70	$65.00	$ 2,470	$ 117.00	$ 4,446.00
104	48" Circular Sanitary Sewer Manhole, Type SW-301	3	EA	$10,875.00	$32,625.00	$12,732.00	$38,196.00	$7,000.00	$ 21,000	$ 5,625.00	$ 16,875.00
105	Connection to Existing Sanitary Sewer Manhole	1	EA	$3,000.00	$3,000.00	$7,957.50	$7,957.50	$5,140.00	$ 5,140	$ 11,000.00	$ 11,000.00
106	6" HMA Pavement, Driveway	488	SY	$29.50	$ 14,396	$97.03	$47,350.64	$59.00	$ 28,792	$ 80.00	$ 39,040.00
107	5" PCC Pavement, Sidewalk/Trail	428	SY	$63.50	$27,178.00	$159.15	$68,116.20	$66.00	$ 28,248	$ 150.00	$ 64,200.00
	TOTAL AMOUNT OF ADD ALTERNATE 1				**$ 116,000**		**$ 232,749.06**		**$ 139,644**		**$ 186,333**
ADD ALTERNATE NO. 2 - 2,500,000 GALLON HYDROPILLAR ELEVATED STORAGE TANK IN PLACE OF THE 2,500,000 GALLON COMPOSITE ELEVATED STORAGE TANK		1	LS	$ -	$ 9,935,000		No Bid		$ 12,984,000		No Bid
	TOTAL AMOUNT OF BASE BID, ADD ALTERNATE NO. 1				**$ 8,885,000**		**$ 9,751,758.59**		**$ 9,884,000**		**$ 11,915,333**
	TOTAL AMOUNT OF ALTERNATES NO 1 AND NO. 2				**$ 10,051,000**		**No Bid**				**No Bid**

city of Ankeny
bringing it all together

NW Water Tower 2023

W S N E

1 in = 200 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed 2023 Rally Complex Park Development Project

EXECUTIVE SUMMARY:

The 2023 Rally Complex Park Development Project includes the construction of a 12-court post-tension concrete pickleball facility, two softball fields, batting cages, and associated components, PCC sidewalks, parking lot, and turn lane improvements. Other associated improvements include water service, sanitary service, electrical utility service, irrigation, parking lot lighting installation, pickleball court lighting installation (ADD ALT), temp traffic control, pavement markings, erosion control, and landscaping. The project shall include installing lighting poles, footings, light fixtures, conduit, wiring, components, and associated improvements including the connection to an existing electrical source and to restroom/shelter, and surface restoration.

The bid opening for this project was held on Tuesday, August 29, 2023. Four (4) bids were received as follows:

Base + Alternate Bid Totals

1. Brothers Cleaning Corporation dba Brothers Concrete Corporation $1,736,692.10

2. Larson Construction $2,272,372.45

3. Burkett Construction $2,309,909.95

4. Graphite Construction $2,335,734.50

The Engineers Estimate for the Base + Alternate Bid was $1,805,959.42. The bids range from approximately 4% below to 29% above the estimate. The City reviewed the bid results internally and with the project's engineering consultant. Brothers Concrete Corporation has completed successful projects for the City in the past. Department verified additional successful projects in the surrounding metro area. It is recommended that the project be awarded to Brothers Cleaning Corporation of Des Moines, Iowa.

Pending project approval and award by the City Council, work on the project can begin this fall and the Contractor shall fully complete the project no later than October 27, 2024.

FISCAL IMPACT: **No**

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost ($1,805,959.42).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the Rally Complex Park Development Project.

3. Receive and file the report of bids received on August 29, 2023.

4. Approve Resolution, making award of construction contract to Brothers Cleaning Corporation of Des Moines, Iowa.

5. Approve Resolution, approving contract and bonds with Brothers Cleaning Corporation in the amount of $1,736,692.10**.**

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 7, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as August 29, 2023, and setting the public hearing date as September 5, 2023.

September 5, 2023: The City Council held Public Hearing 2023-52. No action was taken on the project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost $1,805,959.42; 2) receive and file report of bids received August 29, 2023; 3) adopt RESOLUTION making award of construction contract with Brothers Cleaning Corporation in the amount of $1,736,692.10; and 4) adopt RESOLUTION approving contract and bonds with Brothers Cleaning Corporation in the amount of $1,736,692.10.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 RALLY COMPLEX PARK DEVELOPMENT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2023 RALLY COMPLEX PARK DEVELOPMENT

WHEREAS, on the **7th** day of **August**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2023 Rally Complex Park Development; and

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

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

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

PASSED AND APPROVED this 18th day of September, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

REC'D & FILED
BY CITY COUNCIL
9/5/23

city of Ankeny
bringing it all together

BID LETTING **10:30 A.M.** **AUGUST 29, 2023**

2023 RALLY COMPLEX PARK DEVELOPMENT

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2023 Rally Complex Park Development project, in accordance with the Plans and Specifications prepared by Nilles Associates.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost $ 1,785,959.43 Base Bid $ 20,000 — Alternate Bid

	Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
* 1)	✓	Brothers Cleaning Corp. 4000 Colfax Ave Des Moines IA 50317	1,712,967.10 Alt. 18,500 —	✓
2)	✓	Larson Construction Co Inc PO Box 112 - 600 17th St SE Independence IA 50644	2,138,594.47 Alt. 102,310 —	✓
3)	✓	Burkett Construction PO Box 247 De Soto IA 50069	2,092,156 — Alt. 69,850 —	✓
4)	✓	Graphite Construction Group 1955 NE 58th Ave Suite 100 Des Moines IA 50313	1,984,946 — Alt. 68,262 —	✓
5)			Alt.	
6)			Alt.	

*Apparent Low Bidder

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

*Apparent Low Bidder

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

ATTEST:

Diane Klemme

Diane Klemme, Deputy City Clerk

Nick Lenox, Parks & Recreation Director

BID TABULATION

2023 Rally Complex Park Development
City of Ankeny - Parks & Recreation
August 29, 2023, 10:30 am

						1		2		3		4	
				Engineer's Opinion of Cost		BROTHERS CLEANING CORP		GRAPHITE CONSTRUCTION		BURKETT CONSTRUCTION		LARSON CONSTRUCTION	
				Probable Cost									
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	EARTHWORK												
2.01	Clearing and Grubbing by Units	UNIT	122	$60.00	$7,320.00	$125.00	$15,250.00	$61.75	$7,533.50	$37.38	$4,560.36	$32.50	$3,965.00
2.02	Vegetation Removal by Area	AC	2	$1,000.00	$2,000.00	$8,150.00	$16,300.00	$2,500.00	$5,000.00	$2,875.00	$5,750.00	$6,000.00	$12,000.00
2.03	Topsoil, On-Site, 4" Depth	CY	3,200	$12.00	$38,400.00	$8.00	$25,600.00	$8.60	$27,520.00	$10.52	$33,664.00	$9.15	$29,280.00
2.04	Excavation, Class 10	CY	4,867	$12.50	$60,837.50	$5.00	$24,335.00	$8.60	$41,856.20	$8.63	$42,002.21	$7.50	$36,502.50
2.05	Subgrade Preparation, 12" Depth	SY	5,725	$6.00	$34,350.00	$2.50	$14,312.50	$2.50	$14,312.50	$3.45	$19,751.25	$3.00	$17,175.00
2.06	Compaction Testing	LS	1	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$2,100.00	$2,100.00	$1,750.00	$1,750.00	$10,000.00	$10,000.00
	SEWERS AND DRAINS												
4.01	Sanitary Sewer Service Stub	LF	308	$45.00	$13,860.00	$60.50	$18,634.00	$32.25	$9,933.00	$72.28	$22,262.24	$62.85	$19,357.80
4.02	Sanitary Sewer Cleanout	EA	3	$1,500.00	$4,500.00	$1,580.00	$4,740.00	$700.00	$2,100.00	$1,353.55	$4,060.65	$1,177.00	$3,531.00
4.03	Storm Sewer, Trenched, PVC, 6" dia.	LF	110	$40.00	$4,400.00	$48.50	$5,335.00	$32.00	$3,520.00	$68.60	$7,546.00	$59.65	$6,561.50
4.04	Storm Sewer, Trenched, PVC, 12" dia.	LF	391	$50.00	$19,550.00	$55.00	$21,505.00	$43.00	$16,813.00	$98.33	$38,447.03	$85.50	$33,430.50
4.05	Pipe Apron, PVC, 12" dia.	EA	1	$1,500.00	$1,500.00	$1,850.00	$1,850.00	$915.00	$915.00	$933.05	$933.05	$811.35	$811.35
	WATER MAINS AND APPURTENANCES												
5.01	Water Service, 2" dia. (includes connection to main)	LF	293	$62.00	$18,166.00	$27.00	$7,911.00	$44.00	$12,892.00	$93.15	$27,292.95	$81.00	$23,733.00
5.02	Water Service, 1" dia.	LF	164	$35.00	$5,740.00	$25.00	$4,100.00	$32.50	$5,330.00	$47.73	$7,827.72	$41.50	$6,806.00
5.03	Water Service Abandonment, 1" dia.	LS	1	$1,500.00	$1,500.00	$8,500.00	$8,500.00	$2,690.00	$2,690.00	$7,820.00	$7,820.00	$6,800.00	$6,800.00
5.04	Drinking Fountain Connection, Installation & Sump Pit	LS	1	$10,000.00	$10,000.00	$7,980.00	$7,980.00	$3,770.00	$3,770.00	$1,380.00	$1,380.00	$4,500.00	$4,500.00
5.05	Water Appurtenances Within Mechanical Room	LS	1	$4,000.00	$4,000.00	$5,250.00	$5,250.00	$26,875.00	$26,875.00	$6,325.00	$6,325.00	$5,000.00	$5,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS												
6.01	Manhole, SW-401, 48-inch	EA	1	$4,500.00	$4,500.00	$5,250.00	$5,250.00	$4,085.00	$4,085.00	$5,032.40	$5,032.40	$4,376.00	$4,376.00
6.02	Intake, SW-511 (Hydrodynamic Separator)	EA	1	$15,000.00	$15,000.00	$6,500.00	$6,500.00	$14,512.00	$14,512.00	$15,962.00	$15,962.00	$13,880.00	$13,880.00
6.03	Intake, SW-512, 18" dia.	EA	4	$3,500.00	$14,000.00	$1,850.00	$7,400.00	$1,612.00	$6,448.00	$3,542.00	$14,168.00	$3,080.00	$12,320.00
6.04	Manhole Adjustment, Minor	EA	1	$1,750.00	$1,750.00	$1,850.00	$1,850.00	$1,290.00	$1,290.00	$3,231.50	$3,231.50	$2,810.00	$2,810.00
6.05	Manhole Adjustment, Major	EA	2	$4,500.00	$9,000.00	$5,500.00	$11,000.00	$2,902.00	$5,804.00	$3,105.00	$6,210.00	$2,700.00	$5,400.00
	CONCRETE AND RELATED WORK												
7.01	Removal of Pavement, 8-inch	SY	186	$30.00	$5,580.00	$18.50	$3,441.00	$12.75	$2,371.50	$22.43	$4,171.98	$19.50	$3,627.00
7.02	Pavement, PCC, 8-inch, non-reinforced, with CD Joints	SY	191	$105.00	$20,055.00	$70.00	$13,370.00	$129.00	$24,639.00	$92.00	$17,572.00	$52.00	$9,932.00
7.03	Parking Lot Pavement, PCC, 6-Inch Non-Reinforced	SY	2,312	$75.00	$173,400.00	$60.00	$138,720.00	$58.00	$134,096.00	$62.10	$143,575.20	$49.00	$113,288.00
7.04	PCC Pavement Samples and Testing	LS	1	$3,000.00	$3,000.00	$2,850.00	$2,850.00	$1,880.00	$1,880.00	$4,365.40	$4,365.40	$1,000.00	$1,000.00
7.05	Removal of Sidewalk	SY	86	$30.00	$2,580.00	$12.00	$1,032.00	$12.75	$1,096.50	$22.43	$1,928.98	$19.50	$1,677.00
7.06	Removal of Curb	LF	63	$25.00	$1,575.00	$16.00	$1,008.00	$21.50	$1,354.50	$64.29	$4,050.27	$55.90	$3,521.70
7.07	Sidewalk, PCC, 5-Inch, Non-Reinforced	SY	1,295	$65.00	$84,175.00	$57.00	$73,815.00	$69.00	$89,355.00	$62.10	$80,419.50	$40.00	$51,800.00
7.08	Sidewalk, PCC, 5-inch, Class A Curb Sidewalk	SY	216	$75.00	$16,200.00	$65.00	$14,040.00	$69.75	$15,066.00	$77.05	$16,642.80	$40.00	$8,640.00
7.09	Sidewalk Ramp, PCC, 6-Inch, Non-Reinforced	SF	97	$30.00	$2,910.00	$70.00	$6,790.00	$57.00	$5,529.00	$8.56	$830.32	$50.00	$4,850.00
7.10	Detectable Warning, Cast Iron	SF	40	$60.00	$2,400.00	$85.00	$3,400.00	$36.50	$1,460.00	$28.75	$1,150.00	$42.00	$1,680.00
7.11	Detectable Warning, Cast-In-Place, Replaceable	SF	16	$50.00	$800.00	$65.00	$1,040.00	$31.25	$500.00	$23.00	$368.00	$53.00	$848.00
7.12	Sidewalk Assurance Testing	LS	1	$1,100.00	$1,100.00	$1,850.00	$1,850.00	$1,612.00	$1,612.00	$1,725.00	$1,725.00	$500.00	$500.00
	TRAFFIC CONTROL												
8.01	Painted Pavement Markings, Durable	STA	10.50	$350.00	$3,675.00	$450.00	$4,725.00	$451.00	$4,735.50	$805.00	$8,452.50	$700.00	$7,350.00
8.02	Painted Pavement Markings, Waterborne, White	STA	12.50	$350.00	$4,375.00	$320.00	$4,000.00	$97.00	$1,212.50	$103.50	$1,293.75	$180.00	$2,250.00
8.03	Painted Symbols, Durable	EA	2	$200.00	$400.00	$650.00	$1,300.00	$323.00	$646.00	$345.00	$690.00	$300.00	$600.00
8.04	Pavement Marking Symbols, Waterborne, White	EA	3	$1,140.00	$3,420.00	$550.00	$1,650.00	$81.00	$243.00	$86.25	$258.75	$150.00	$450.00
8.05	Pavement Markings, Removal	STA	8.84	$2.00	$17.68	$165.00	$1,458.60	$161.00	$1,423.24	$862.50	$7,624.50	$750.00	$6,630.00
8.06	Grooves Cut for Pavement Markings	STA	10	$250.00	$2,500.00	$195.00	$1,950.00	$322.00	$3,220.00	$805.00	$8,050.00	$700.00	$7,000.00
8.07	Grooves Cut for Symbols	EA	2	$150.00	$300.00	$1,500.00	$3,000.00	$269.00	$538.00	$345.00	$690.00	$300.00	$600.00
8.08	Temporary Traffic Control	LS	1	$3,500.00	$3,500.00	$24,000.00	$24,000.00	$12,900.00	$12,900.00	$13,800.00	$13,800.00	$12,000.00	$12,000.00
8.09	Traffic Signs	EA	6	$785.00	$4,710.00	$950.00	$5,700.00	$376.00	$2,256.00	$1,437.50	$8,625.00	$1,250.00	$7,500.00
8.10	Pre-Cast Concrete Parking Barrier	EA	1	$500.00	$500.00	$850.00	$850.00	$172.00	$172.00	$184.00	$184.00	$160.00	$160.00
	SITE WORK AND LANDSCAPING												
9.01	Conventional Seeding and Fertilizing, Type 1	AC	4	$2,750.00	$11,000.00	$3,750.00	$15,000.00	$2,690.00	$10,760.00	$2,760.00	$11,040.00	$2,760.00	$11,040.00
9.02	Conventional Seeding, Type 3, With Additional Species	AC	0.50	$2,750.00	$1,375.00	$7,500.00	$3,750.00	$3,225.00	$1,612.50	$1,610.00	$805.00	$1,610.00	$805.00
9.03	Conventional Seeding, Athletic Turf Seed Mixture	AC	1.50	$2,750.00	$4,125.00	$7,500.00	$11,250.00	$4,945.00	$7,417.50	$5,290.00	$7,935.00	$18,133.00	$27,199.50
9.04	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	11.50	$4,900.00	$56,350.00	$2,750.00	$31,625.00	$3,225.00	$37,087.50	$5,175.00	$59,512.50	$5,175.00	$59,512.50
9.05	Trees, Deciduous, 1.5" Caliper	EA	35	$450.00	$15,750.00	$750.00	$26,250.00	$313.00	$10,955.00	$575.00	$20,125.00	$575.00	$20,125.00
9.06	Trees, Conifer - 4-5' Height	EA	4	$600.00	$2,400.00	$850.00	$3,400.00	$268.00	$1,072.00	$575.00	$2,300.00	$575.00	$2,300.00
9.07	Shrubs - 24-36" Height Or Spread	EA	44	$80.00	$3,520.00	$325.00	$14,300.00	$59.00	$2,596.00	$97.75	$4,301.00	$97.75	$4,301.00
9.08	Perennials - 1 Gallon Container	EA	16	$25.00	$400.00	$350.00	$5,600.00	$19.00	$304.00	$34.50	$552.00	$34.50	$552.00
9.09	Shredded Hardwood Mulch	SY	40	$50.00	$2,000.00	$45.00	$1,800.00	$74.00	$2,960.00	$86.25	$3,450.00	$86.25	$3,450.00
9.10	River Rock	TON	19	$60.00	$1,140.00	$65.00	$1,235.00	$188.00	$3,572.00	$230.00	$4,370.00	$230.00	$4,370.00
9.11	Tree Watering, Per Trip	TRIP	3	$400.00	$1,200.00	$1,850.00	$5,550.00	$376.00	$1,128.00	$1,150.00	$3,450.00	$1,100.00	$3,300.00
9.12	Temporary RECP, Type 2.C (Short-term)	SY	2,100	$4.00	$8,400.00	$2.50	$5,250.00	$1.75	$3,675.00	$1.73	$3,633.00	$1.72	$3,612.00
9.13	Wattles, Straw, 9-Inch Dia.	LF	1,500	$2.30	$3,450.00	$2.25	$3,375.00	$2.25	$3,375.00	$2.30	$3,450.00	$2.30	$3,450.00
9.14	Wattles, Removal	LF	1,500	$1.00	$1,500.00	$1.30	$1,950.00	$0.25	$375.00	$0.30	$450.00	$0.29	$435.00
9.15	Silt Fence	LF	2,000	$2.30	$4,600.00	$3.50	$7,000.00	$2.15	$4,300.00	$2.07	$4,140.00	$2.07	$4,140.00
9.16	Silt Fence, Removal	LF	2,000	$1.00	$2,000.00	$1.30	$2,600.00	$0.35	$700.00	$0.23	$460.00	$0.23	$460.00
9.17	Stabilized Construction Entrance	SY	80	$20.00	$1,600.00	$45.00	$3,600.00	$20.25	$1,620.00	$49.74	$3,979.20	$50.00	$4,000.00
9.18	Inlet Protection Device, Drop-In	EA	2	$290.00	$580.00	$195.00	$390.00	$215.00	$430.00	$230.00	$460.00	$230.00	$460.00
9.19	Inlet Protection Device, Maintenance	EA	6	$115.00	$690.00	$150.00	$900.00	$60.25	$361.50	$28.75	$172.50	$33.33	$199.98
9.20	Armor Mat	SY	60	$75.00	$4,500.00	$55.00	$3,300.00	$75.00	$4,500.00	$161.00	$9,660.00	$161.00	$9,660.00
	MISCELLANEOUS												
11.01	Mobilization	LS	1	$40,000.00	$40,000.00	$85,000.00	$85,000.00	$139,083.36	$139,083.36	$183,695.71	$183,695.71	$298,000.00	$298,000.00
11.02	Concrete Washout	LS	1	$3,000.00	$3,000.00	$5,585.00	$5,585.00	$8,385.00	$8,385.00	$5,750.00	$5,750.00	$7,000.00	$7,000.00
11.03	Trash Enclosure	LS	1	$20,000.00	$20,000.00	$11,500.00	$11,500.00	$38,852.00	$38,852.00	$30,000.00	$30,000.00	$60,000.00	$60,000.00
11.04	Site Electrical	LS	1	$30,000.00	$30,000.00	$55,798.00	$55,798.00	$130,075.00	$130,075.00	$138,817.00	$138,817.00	$125,100.00	$125,100.00
	SOFTBALL FIELDS IMPROVEMENTS												
12.01	Infield Shakopee Gravel	SF	23,833	$3.75	$89,373.75	$1.25	$29,791.25	$3.40	$81,032.20	$3.57	$85,083.81	$3.09	$73,643.97
12.02	Compacted Clay	SY	77	$85.00	$6,545.00	$35.00	$2,695.00	$72.00	$5,544.00	$77.05	$5,932.85	$165.00	$12,705.00
12.03	Washed and Graded Sand Sub base	TON	675	$50.00	$33,750.00	$50.00	$33,750.00	$57.00	$38,475.00	$60.95	$41,141.25	$59.00	$39,825.00
12.04	4" Subdrain (Infield drainage)	LF	760	$20.00	$15,200.00	$22.50	$17,100.00	$21.50	$16,340.00	$26.97	$20,497.20	$26.00	$19,760.00
12.05	Irrigation	LS	1	$70,000.00	$70,000.00	$9,950.00	$9,950.00	$98,900.00	$98,900.00	$105,835.00	$105,835.00	$92,030.00	$92,030.00
12.06	Dugout Frame and Shade Structure	EA	4	$10,000.00	$40,000.00	$8,950.00	$35,800.00	$8,840.00	$35,360.00	$12,678.75	$50,715.00	$15,600.00	$62,400.00
12.07	Dugout Bench	EA	4	$2,500.00	$10,000.00	$957.00	$3,828.00	$3,440.00	$13,760.00	$4,025.00	$16,100.00	$4,250.00	$17,000.00
12.08	Pitchers Mound and Home Plate	LS	1	$5,500.00	$5,500.00	$6,580.00	$6,580.00	$5,858.00	$5,858.00	$2,530.00	$2,530.00	$8,960.00	$8,960.00
12.09	Bases	LS	1	$1,400.00	$1,400.00	$4,880.00	$4,880.00	$2,472.00	$2,472.00	$3,220.00	$3,220.00	$2,140.00	$2,140.00
12.10	Foul Poles	EA	4	$2,000.00	$8,000.00	$1,750.00	$7,000.00	$3,010.00	$12,040.00	$3,220.00	$12,880.00	$2,800.00	$11,200.00
12.11	Bleachers, 3-tier aluminum (softball fields)	EA	2	$1,500.00	$3,000.00	$6,500.00	$13,000.00	$2,150.00	$4,300.00	$2,094.15	$4,188.30	$4,000.00	$8,000.00
12.12	Dugout Fence, 4' Height, Black Vinyl Coated	LF	52	$45.00	$2,340.00	$172.00	$8,944.00	$32.25	$1,677.00	$34.50	$1,794.00	$30.00	$1,560.00
12.13	Dugout Fence, 7' Height, Black Vinyl Coated	LF	60	$50.00	$3,000.00	$205.00	$12,300.00	$49.00	$2,940.00	$52.33	$3,139.80	$45.50	$2,730.00
12.14	Dugout Fence, 8' Height, Black Vinyl Coated	LF	80	$55.00	$4,400.00	$215.00	$17,200.00	$52.50	$4,200.00	$56.35	$4,508.00	$49.00	$3,920.00
12.15	Outfield Fence, 6' Height, Black Vinyl Coated	LF	1,182	$50.00	$59,100.00	$175.00	$206,850.00	$46.00	$54,372.00	$49.74	$58,792.68	$43.25	$51,121.50
12.16	Double Gate, 6' Height x 10' Wide, Black Vinyl Coated	EA	4	$800.00	$3,200.00	$1,150.00	$4,600.00	$989.00	$3,956.00	$1,058.00	$4,232.00	$920.00	$3,680.00
12.17	Backstop Fence, 16' Height Fence, Black Vinyl Coated	LF	226	$75.00	$16,950.00	$325.00	$73,450.00	$123.75	$27,967.50	$132.48	$29,940.48	$115.20	$26,035.20
12.18	Pitching Cage Fence, 12' Height, Black Vinyl Coated	LF	190	$65.00	$12,350.00	$55.00	$10,450.00	$86.00	$16,340.00	$92.00	$17,480.00	$80.00	$15,200.00
12.19	Swing Gate, 8' Height, Black Vinyl Coated	EA	2	$800.00	$1,600.00	$1,250.00	$2,500.00	$510.00	$1,020.00	$546.25	$1,092.50	$475.00	$950.00
	PICKLEBALL COURTS IMPROVEMENTS												
13.01	Subbase, Granular, 6" Depth	SY	2,293	$10.00	$22,930.00	$40.00	$91,720.00	$13.50	$30,955.50	$17.82	$40,861.26	$9.00	$20,637.00
13.02	Subbase, Fine Aggregate, 2" Depth	SY	2,293	$3.50	$8,025.50	$18.00	$41,274.00	$11.00	$25,223.00	$17.92	$41,090.56	$5.00	$11,465.00
13.03	Pickleball Court Pavement, Post-tension PCC, 5" Depth	SY	2,293	$85.00	$194,905.00	$48.00	$110,064.00	$118.75	$272,293.75	$120.88	$277,177.84	$80.00	$183,440.00
13.04	Independent Curb	LF	1,200	$30.00	$36,000.00	$21.50	$25,800.00	$37.00	$44,400.00	$26.74	$32,088.00	$45.00	$54,000.00
13.05	Color Surfacing	SY	2,293	$30.00	$68,790.00	$3.75	$8,598.75	$21.75	$49,872.75	$23.32	$53,472.76	$20.30	$46,547.90
13.06	Subdrain, 6"	LF	47	$15.00	$705.00	$20.50	$963.50	$27.00	$1,269.00	$36.80	$1,729.60	$40.00	$1,880.00
13.07	Subdrain, Perforated, 6"	LF	772	$15.00	$11,580.00	$20.50	$15,826.00	$388.50	$299,922.00	$24.15	$18,643.80	$22.00	$16,984.00
13.08	Subdrain Cleanout	EA	6	$1,000.00	$6,000.00	$750.00	$4,500.00	$595.00	$3,570.00	$603.75	$3,622.50	$553.00	$3,318.00
13.09	Subdrain Outlet, 6"	EA	2	$500.00	$1,000.00	$950.00	$1,900.00	$295.00	$590.00	$632.50	$1,265.00	$275.00	$550.00
13.10	Net Posts, Anchor and Net	EA	12	$3,500.00	$42,000.00	$1,278.00	$15,336.00	$2,881.00	$34,572.00	$3,680.00	$44,160.00	$5,000.00	$60,000.00
13.11	Shade Structures, 10' x 25' T post (3)	LS	1	$48,794.00	$48,794.00	$42,963.00	$42,963.00	$50,000.00	$50,000.00	$54,607.75	$54,607.75	$46,538.00	$46,538.00
13.12	Bleachers, 3-tier aluminum (pickleball courts)	EA	2	$1,500.00	$3,000.00	$6,850.00	$13,700.00	$2,150.00	$4,300.00	$2,094.15	$4,188.30	$4,000.00	$8,000.00
13.13	Interior Court Fencing, 4' Ht., Black Vinyl Coated, Topper	LF	760	$70.00	$53,200.00	$5.50	$4,180.00	$49.00	$37,240.00	$52.20	$39,672.00	$45.39	$34,496.40
13.14	Perimeter Court Fencing, 8' Ht., Black Vinyl Coated, Windscreen	LF	827	$85.00	$70,295.00	$5.50	$4,548.50	$58.50	$48,379.50	$62.62	$51,786.74	$54.45	$45,030.15
13.15	Swing Gate, 8' Ht. x 5' Wide, Black Vinyl Coated	EA	3	$800.00	$2,400.00	$1,350.00	$4,050.00	$510.00	$1,530.00	$546.25	$1,638.75	$2,900.00	$8,700.00
		TOTAL BASE BID:			**$1,785,959.43**		**$1,718,192.10**		**$2,267,472.50**		**$2,240,059.95**		**$2,152,062.45**
		TOTALSUBMITTED BID:					**$1,712,967.10**		**$1,984,946.00**		**$2,092,156.00**		**$2,138,594.47**
ADD ALTERNATE NO. 1													
14.01	Pickleball Court Electrical	LS	1.0	$20,000.00	$20,000.00	$18,500.00	$18,500.00	$68,262.00	$68,262.00	$69,850.00	$69,850.00	$102,310.00	$120,310.00

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 RALLY COMPLEX PARK DEVELOPMENT", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2023 RALLY COMPLEX PARK DEVELOPMENT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2023 Rally Complex Park Development, described in the plans and specifications heretofore adopted by this Council on September 5, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Brothers Cleaning Corporation dba Brothers Concrete Corporation** of **Des Moines, Iowa**

Amount of bid: **$1,736,692.10**

Portion of project: All construction work

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

PASSED AND APPROVED this 18th day of September, 2023.

Mayor

ATTEST:

City Clerk

02244588-1\10174-709

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 RALLY COMPLEX PARK DEVELOPMENT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2023 RALLY COMPLEX PARK DEVELOPMENT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2023 Rally Complex Park Development, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: **Brothers Cleaning Corporation dba Brothers Concrete Corporation** of **Des Moines, Iowa**

Amount of bid: **$1,736,692.10**

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this **18th** day of **September,** 2023.

_____
Mayor

ATTEST:

_____
City Clerk

city of Ankeny
bringing it all together

Rally Sports Complex

W S N E

1 in = 800 ft

Date: 7/27/2023

DEPARTMENT OF PARKS AND RECREATION

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 18th day of September, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and **Brothers Cleaning Corporation DBA Brothers Concrete**, hereinafter called the "Contractor."

WITNESSETH:

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

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

2023 RALLY COMPLEX PARK DEVELOPMENT

The 2023 Rally Complex Park Development project in the City of Ankeny includes the construction of a 12-court post-tension concrete pickleball facility, two softball fields, batting cages, and associated components, PCC sidewalks, parking lot, and turn lane improvements. Other associated improvements include water service, sanitary service, electrical utility service, irrigation, parking lot lighting installation, pickleball court lighting installation (ADD ALT), temp traffic control, pavement markings, erosion control, and landscaping. The project shall include installing lighting poles, footings, light fixtures, conduit, wiring, components, and associated improvements including the connection to an existing electrical source and to restroom/shelter, and surface restoration.

PROVIDED MATERIALS
Musco poles and light fixtures will be purchased by the City of Ankeny and shipped to the construction site prior to the start of installation. Provided materials include:

- **(30) Factory aimed and assembled luminaries**
- **(10) Galvanized steel poles**
- **(10) Pre-cast concrete bases with integrated lightning grounding**
- **Pole length factory assembled harnesses**
- **Factory wired and tested remote electrical component enclosures**
- **UL listed assemblies**

Romtec restroom and open shelter has been purchased by the City of Ankeny. Delivery and installation by others in Spring 2024.

The work shall be performed at the following location: 725 SW Prairie Trail Parkway, Ankeny, Iowa.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of **one million, seven hundred thirty-six thousand, six hundred ninety-two and 0.10 DOLLARS ($1,736,692.10)**, which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

Completion of Work

A. Overall Project Completion: Stage 1, Stage 2

The Contractor shall fully complete the overall project on or before Friday, October 27, 2024. The overall project includes Stage 1 through Stage 2. Full completion for the overall project shall be defined as all utility, grading, pavement, sidewalk, site amenities, site electrical and lighting, irrigation, landscaping and permanent seeding installed, the new turn lane and sidewalks fully open to traffic, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Seven Hundred Fifty Dollars ($750.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

B. Interim Project Completion: Stage 1

The Contractor shall fully complete the work in Stage 1 of the project on or before Wednesday, May 1, 2024. Full completion for Stage 1 shall be defined as all grading and utilities construction completed, with the site ready for restroom/shelter to be constructed. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Fifteen Hundred Dollars ($1,500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

_____

CONTRACTOR:

Brothers Cleaning Corporation
DBA Brothers Concrete
Contractor

By _____
Signature

owner
Title

4000 Colfax Avenue
Street Address

Des Moines, IA 50317
City, State, Zip Code

515-447-2544
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C11 28 - 63 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

   A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

   B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 14 day of September, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Josecito Valero Aguilar and _____, to me known, who, being by me duly sworn, did say that they are the president, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Josecito Valero Aguilar and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa
My commission expires June 4, 2024

KRISH DHIMAL
Commission Number 832368
My Commission Expires
06/04/2024

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of IOWA)
) SS
POLK County)

On this 14 day of September, 2023, before me, the undersigned, a Notary Public in and for the State of IOWA, personally appeared Josecito Valero Aguilar 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.

KRISH DHIMAL
Commission Number 832368
My Commission Expires
06/04/2024

Notary Public in and for the State of IOWA
My commission expires June 04, 2024

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Clearing and Grubbing by Units	UNITS	122	$ 125.00	$ 15,250.00
2.02	Vegetation Removal by Area	AC	2	$ 8,150.00	$ 16,300.00
2.03	Topsoil, On-Site, 4" Depth	CY	3200	$ 8.00	$ 25,600.00
2.04	Excavation, Class 10	CY	4867	$ 5.00	$ 24,335.00
2.05	Subgrade Preparation, 12" Depth	SY	5725	$ 2.50	$ 14,312.50
2.06	Compaction Testing	LS	1	$ 2,500.00	$ 2,500.00
	SEWERS AND DRAINS				
4.01	Sanitary Sewer Service Stub	LF	308	$60.50	$18,634.00
4.02	Sanitary Sewer Cleanout	EA	3	$1,580.00	$4,740.00
4.03	Storm Sewer, Trenched, PVC, 6" dia.	LF	110	$48.50	$5,335.00
4.04	Storm Sewer, Trenched, PVC, 12" dia.	LF	391	$55.00	$21,505.00
4.05	Pipe Apron, PVC, 12" dia.	EA	1	$1,850.00	$1,850.00
	WATER MAINS AND APPURTENANCES				
5.01	Water Service, 2" dia. (includes connection to main)	LF	293	$27.00	$7,911.00
5.02	Water Service, 1" dia.	LF	164	$25.00	$4,100.00
5.03	Water Service Abandonment, 1" dia.	LS	1	$8,500.00	$8,500.00
5.04	Drinking Fountain Connection, Installation & Sump Pit	LS	1	$7,980.00	$7,980.00
5.05	Water Appurtenances Within Mechanical Room	LS	1	$5,250.00	$5,250.00
	STRUCTURES FOR SANITARY AND STORM SEWERS				
6.01	Manhole, SW-401, 48-inch	EA	1	$5,250.00	$5,250.00
6.02	Intake, SW-511 (Hydrodynamic Separator)	EA	1	$6,500.00	$6,500.00
6.03	Intake, SW-512, 18" dia.	EA	4	$1,850.00	$7,400.00
6.04	Manhole Adjustment, Minor	EA	1	$1,850.00	$1,850.00
6.05	Manhole Adjustment, Major	EA	2	$5,500.00	$11,000.00
	CONCRETE AND RELATED WORK				
7.01	Removal of Pavement, 8-inch	SY	186	$18.50	$3,441.00
7.02	Pavement, PCC, 8-inch, non-reinforced, with CD Joints	SY	191	$70.00	$13,370.00
7.03	Parking Lot Pavement, PCC, 6-Inch Non-Reinforced	SY	2312	$60.00	$138,720.00
7.04	PCC Pavement Samples and Testing	LS	1	$2,850.00	$2,850.00
7.05	Removal of Sidewalk	SY	86	$12.00	$1,032.00
7.06	Removal of Curb	LF	63	$16.00	$1,008.00
7.07	Sidewalk, PCC, 5-Inch, Non-Reinforced	SY	1295	$57.00	$73,815.00

7.08	Sidewalk, PCC, 5-inch, Class A Curb Sidewalk	SY	216	$65.00	$14,040.00
7.09	Sidewalk Ramp, PCC, 6-Inch, Non-Reinforced	SF	97	$70.00	$6,790.00
7.10	Detectable Warning, Cast Iron	SF	40	$85.00	$3,400.00
7.11	Detectable Warning, Cast-In-Place, Replaceable	SF	16	$65.00	$1,040.00
7.12	Sidewalk Assurance Testing	LS	1	$1,850.00	$1,850.00
	TRAFFIC CONTROL				
8.01	Painted Pavement Markings, Durable	STA	10.5	$450.00	$4,725.00
8.02	Painted Pavement Markings, Waterborne, White	STA	12.5	$320.00	$4,000.00
8.03	Painted Symbols, Durable	EA	2	$650.00	$1,300.00
8.04	Pavement Marking Symbols, Waterborne, White	EA	3	$550.00	$1,650.00
8.05	Pavement Markings, Removal	STA	8.84	$165.00	$1,458.00
8.06	Grooves Cut for Pavement Markings	STA	10	$195.00	$1,950.00
8.07	Grooves Cut for Symbols	EA	2	$1,500.00	$3,000.00
8.08	Temporary Traffic Control	LS	1	$24,000.00	$24,000.00
8.09	Traffic Signs	EA	6	$950.00	$5,700.00
8.10	Pre-Cast Concrete Parking Barrier	EA	1	$850.00	$850.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	4	$3,750.00	$15,000.00
9.02	Conventional Seeding, Type 3, With Additional Species	AC	0.5	$7,500.00	$3,750.00
9.03	Conventional Seeding, Athletic Turf Seed Mixture	AC	1.5	$7,500.00	$11,250.00
9.04	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	11.5	$2,750.00	$31,625.00
9.05	Trees, Deciduous, 1.5" Caliper	EA	35	$750.00	$26,250.00
9.06	Trees, Conifer - 4-5' Height	EA	4	$850.00	$3,400.00
9.07	Shrubs - 24-36" Height Or Spread	EA	44	$325.00	$14,300.00
9.08	Perennials - 1 Gallon Container	EA	16	$350.00	$5,600.00
9.09	Shredded Hardwood Mulch	SY	40	$45.00	$1,800.00
9.10	River Rock	TON	19	$65.00	$1,235.00
9.11	Tree Watering, Per Trip	TRIP	3	$1,850.00	$5,550.00
9.12	Temporary RECP, Type 2.C (Short-term)	SY	2100	$2.50	$5,250.00
9.13	Wattles, Straw, 9-Inch Dia.	LF	1500	$2.25	$3,375.00
9.14	Wattles, Removal	LF	1500	$1.30	$1,950.00
9.15	Silt Fence	LF	2,000	$3.50	$7,000.00
9.16	Silt Fence, Removal	LF	2000	$1.30	$2,600.00
9.17	Stabilized Construction Entrance	SY	80	$45.00	$3,600.00
9.18	Inlet Protection Device, Drop-In	EA	2	$195.00	$390.00
9.19	Inlet Protection Device, Maintenance	EA	6	$150.00	$900.00
9.20	Armor Mat	SY	60	$55.00	$3,300.00

	MISCELLANEOUS				
11.01	Mobilization	LS	1	$85,000.00	$85,000.00
11.02	Concrete Washout	LS	1	$5,585.00	$5,585.00
11.03	Trash Enclosure	LS	1	$11,500.00	$11,500.00
11.04	Site Electrical	LS	1	$55,798.00	$55,798.00
	SOFTBALL FIELDS IMPROVEMENTS				
12.01	Infield Shakopee Gravel	SF	23833	$1.25	$29,791.25
12.02	Compacted Clay	SY	77	$35.00	$2,695.00
12.03	Washed and Graded Sand Sub base	TON	675	$50.00	$33,750.00
12.04	4" Subdrain (Infield drainage)	LF	760	$22.50	$17,100.00
12.05	Irrigation	LS	1	$9,950.00	$9,950.00
12.06	Dugout Frame and Shade Structure	EA	4	$8,950.00	$35,800.00
12.07	Dugout Bench	EA	4	$957.00	$3,828.00
12.08	Pitchers Mound and Home Plate	LS	1	$6,580.00	$6,580.00
12.09	Bases	LS	1	$4,880.00	$4,880.00
12.10	Foul Poles	EA	4	$1,750.00	$7,000.00
12.11	Bleachers, 3-tier aluminum (softball fields)	EA	2	$6,500.00	$13,000.00
12.12	Dugout Fence, 4' Height, Black Vinyl Coated	LF	52	$172.00	$8,944.00
12.13	Dugout Fence, 7' Height, Black Vinyl Coated	LF	60	$205.00	$12,300.00
12.14	Dugout Fence, 8' Height, Black Vinyl Coated	LF	80	$215.00	$17,200.00
12.15	Outfield Fence, 6' Height, Black Vinyl Coated	LF	1,182	$175.00	$206,850.00
12.16	Double Gate, 6' Height x 10' Wide, Black Vinyl Coated	EA	4	$1,150.00	$4,600.00
12.17	Backstop Fence, 16' Height Fence, Black Vinyl Coated	LF	226	$325.00	$73,450.00
12.18	Pitching Cage Fence, 12' Height, Black Vinyl Coated	LF	190	$55.00	$10,450.00
12.19	Swing Gate, 8' Height, Black Vinyl Coated	EA	2	$1,250.00	$2,500.00

	PICKLEBALL COURTS IMPROVEMENTS				
13.01	Subbase, Granular, 6" Depth	SY	2293	$40.00	$91,720.00
13.02	Subbase, Fine Aggregate, 2" Depth	SY	2293	$18.00	$41,274.00
13.03	Pickleball Court Pavement, Post-tension PCC, 5" Depth	SY	2,293	$48.00	$110,064.00
13.04	Independent Curb	LF	1,200	$21.50	$25,800.00
13.05	Color Surfacing	SY	2293	$3.75	$8,598.75
13.06	Subdrain, 6"	LF	47	$20.50	$963.50
13.07	Subdrain, Perforated, 6"	LF	772	$20.50	$15,826.00
13.08	Subdrain Cleanout	EA	6	$750.00	$4,500.00
13.09	Subdrain Outlet, 6"	EA	2	$950.00	$1,900.00
13.10	Net Posts, Anchor and Net	EA	12	$1,278.00	$15,336.00
13.11	Shade Structures, 10' x 25' T post (3)	LS	1	$42,963.00	$42,963.00
13.12	Bleachers, 3-tier aluminum (pickleball courts)	EA	2	$6,850.00	$13,700.00
13.13	Interior Court Fencing, 4' Ht., Black Vinyl Coated, Topper	LF	760	$5.50	$4,180.00
13.14	Perimeter Court Fencing, 8' Ht., Black Vinyl Coated, Windscreen	LF	827	$5.50	$4,548.50
13.15	Swing Gate, 8' Ht. x 5' Wide, Black Vinyl Coated	EA	3	$1,350.00	$4,050.00

TOTAL AMOUNT BASE BID = $1,718,192.10

	ADD ALTERNATE NO. 1				
14.01	Pickleball Court Electrical	LS	1	$18,500.00	$18,500.00

TOTAL AMOUNT ADD-ALTERNATE BID = $18,500.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Brothers Cleaning Corporation DBA Brothers Concrete, as Principal (hereinafter the "Contractor" or "Principal") and Great Midwest Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (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 One Million Seven Hundred Thirty Six Thousand Six Hundred Ninety Two and 10/100 DOLLARS ($1,736,692.10), 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 18th day of September, 20 23, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 RALLY COMPLEX PARK DEVELOPMENT

The 2023 Rally Complex Park Development project in the City of Ankeny includes the construction of a 12-court post-tension concrete pickleball facility, two softball fields, batting cages, and associated components, PCC sidewalks, parking lot, and turn lane improvements. Other associated improvements include water service, sanitary service, electrical utility service, irrigation, parking lot lighting installation, pickleball court lighting installation (ADD ALT), temp traffic control, pavement markings, erosion control, and landscaping. The project shall include installing lighting poles, footings, light fixtures, conduit, wiring, components, and associated improvements including the connection to an existing electrical source and to restroom/shelter, and surface restoration.

PROVIDED MATERIALS
Musco poles and light fixtures will be purchased by the City of Ankeny and shipped to the construction site prior to the start of installation. Provided materials include:

- **(30) Factory aimed and assembled luminaries**
- **(10) Galvanized steel poles**
- **(10) Pre-cast concrete bases with integrated lightning grounding**
- **Pole length factory assembled harnesses**
- **Factory wired and tested remote electrical component enclosures**
- **UL listed assemblies**

Romtec restroom and open shelter has been purchased by the City of Ankeny. Delivery and installation by others in Spring 2024.

The work shall be performed at the following location: 725 SW Prairie Trail Parkway, Ankeny, Iowa.

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

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

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

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

When a word, term, or 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 18th day of September, 2023.

PRINCIPAL:

Brothers Cleaning Corporation DBA Brothers Concrete
Contractor

By _____
Signature

OWNER
Title

SURETY:

Great Midwest Insurance Company
Surety Company

By _____
Signature Attorney-in-Fact Officer

Havilah Watson
Printed Name of Attorney-in-Fact Officer

ZipBonds, LLC
Company Name

3737 Woodland Ave, Suite 505
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

888-435-4191
Company Telephone Number

NOTE:

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

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Zach Matter, Zach Mefferd, Tina Bockholt, Ryan Swalve, Havilah Watson, Jimmy Brown

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars ($10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC — STATE OF TEXAS
CHRISTINA BISHOP
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 131090488

BY

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 18th Day of September, 2023.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Leslie K. Shaunty

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2023

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 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

Boersma Insurance Services
100 Court Ave
Ste 310-450
Des Moines IA 50309

CONTACT NAME: Kory Boersma
PHONE (A/C, No, Ext): 515-327-7033 **FAX (A/C, No):** 515-270-1192
E-MAIL ADDRESS: kory@boersmainsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Co	18988
INSURER B : Auto-Owners Insurance Co.	32700
INSURER C : Progressive Northren	38628
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Brother's Cleaning Corporation
4000 Colfax Ave
Des Moines IA 50317

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			39383293	03/15/2023	03/15/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5438329301	03/15/2023	03/15/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $			5438329300	03/15/2023	03/15/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			A106594215	03/15/2023	03/15/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Project Name: 2023 Rally Complex Development Project

CERTIFICATE HOLDER

City of Ankeny
410 W 1st St
Ankeny IA 50023-1557

CANCELLATION

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

Emily Babcock

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ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Proposed Rally Complex Park Lighting - Musco Sports Lighting LLC

EXECUTIVE SUMMARY:

The City Council approved 2023-2027 Capital Improvement Program includes an allocation for purchasing and installing lighting for twelve pickleball courts and the parking lot at the Rally Complex.

Staff reviewed the Musco lighting products already in use throughout city facilities and determined that Musco is a member of Sourcewell, a self-sustaining government organization offering competitively solicited contracts for its members without having to go through a separate bidding process.

The City of Ankeny (#67120) is a member of Sourcewell, which offers competitively bid pricing contracts directly with vendors. Sourcewell allows other government entities to participate in their contracts, just like other cooperative purchasing organizations that the City has used. The Finance Department has reviewed

Sourcewell bidding procedures to verify that they satisfy the City's competitive bid requirements in our purchasing policy.

The electrical work and installation of the poles and fixtures are being awarded as part of the 2023 Rally Complex Park Development Project.

FISCAL IMPACT: **No**

The lighting project is currently included in the City's 2023-2027 Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

Accept and approve Musco Lighting LLC lighting bid and purchase.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION authorizing the purchase of lighting materials from Musco Sports Lighting LLC for use at the Rally Complex.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid

RESOLUTION 2023 –

A RESOLUTION AUTHORIZING THE PURCHASE OF LIGHTING MATERIALS FROM MUSCO SPORTS LIGHTING LLC FOR THE RALLY COMPLEX

WHEREAS, the City of Ankeny desires to purchase lighting materials for twelve pickleball courts and the parking lot at the Rally Complex, and;

WHEREAS, the City of Ankeny, being a member of the Sourcewell, can take advantage of nationally leveraged and competitively solicited purchasing contracts, and;

WHEREAS, through the Sourcewell membership the City of Ankeny is able to purchase the lighting materials locally from Musco Sports Lighting LLC in the amount of $165,239.00 (Contract #041123-MSL) and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the proposal from Musco Sports Lighting LLC in the amount of $165,239.00 is hereby accepted.

BE IT FURTHER RESOLVED by the City Council that the City Manager is hereby authorized to issue a purchase order from the 2023 Capital Improvements Program funds to facilitate the purchase of lighting materials.

DATED this 18th day of September 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Prairie Trail Parkway Complex
Ankeny, IA
9/6/23

Sourcewell
Master Project: 199030, **Contract Number:** 041123-MSL, **Expiration:** 06/16/2027
Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase – contract number: 041123-MSL

Quotation Price – Materials Only Delivered to Job Site

12 Pickleball Courts / Parking Lot – 120'x190' .....$ 165,239

******Includes Push Button Strobe and Powder Coat******

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

Light-Structure System™ with Total Light Control – TLC for LED™ technology

Guaranteed Lighting Performance

- Guaranteed light levels of 30 foot-candles and uniformity of 3:1

System Description

- Factory aimed and assembled luminaries
- 10 Galvanized steel poles
- 10 Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Responsibilities of Buyer

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide electrical design and materials for electrical distribution system
- Provide labor and equipment for installation of electrical distribution system
  Provide labor and equipment for installation of bases and poles
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The unloading and storage of the material on site is the responsibility of the buyer

Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Taylor Knnot
Fax: 800-374-6402
Email: musco.contracts@musco.com

All purchase orders should note the following:
Sourcewell purchase – contract number: 071619-MSL

Delivery Timing

8 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2015 IBC, 115 mi/h, Exposure C, Importance Factor C.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jason Schillig
Sales Representative
Musco Sports Lighting, LLC
Phone: 563-260-1334
E-mail: jason.schillig@musco.com

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed SW Magazine Road & SW State Street Improvements - West Leg

Professional Services Agreement with Nilles Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Nilles Associates, Inc., for the design engineering services needed for the SW Magazine Road & SW State Street Improvements - West Leg project.

The scope of the project includes widening SW Magazine Road to provide a second eastbound through lane on the west leg approach to the intersection with SW State Street. The widening will be on the south side of SW Magazine Road, for approximately 400 feet, and will align with the two existing eastbound receiving lanes on the east side of SW State Street. These improvements will improve traffic flow through the intersection of SW Magazine Road and SW State Street.

The design of this project needs to be undertaken at this time so that the project schedule can be maintained. The Public Works Department proposes to use Nilles Associates, Inc. to complete the necessary design engineering services for this project. The scope of the design engineering services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is $56,400.

It is anticipated that this project will be bid in December 2023 for construction in summer 2024. It is recommended that the City Council approve the Professional Services Agreement with Nilles Associates, Inc.

FISCAL IMPACT: **No**

This project is included in the City of Ankeny's 2023-2027 Capital Improvement Program for design in 2023 and construction beginning in 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Professional Services Agreement with Nilles Associates, Inc. for the design engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project in an amount not to exceed $56,400 and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for the design engineering services on the SW Magazine Road & SW State Street Improvements - West Leg project in an amount not to exceed $56,400 and authorize the Mayor to execute said agreement.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 18, 2023 ("Effective Date") between
CITY OF ANKENY, IOWA ("Owner") and
NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SW Magazine Road & SW State Street Improvements - West Leg ("Project").

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. **[NOT USED]**

B. **[NOT USED]**

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

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5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. **[NOT USED]**

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 **[NOT USED]**

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

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systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. **[NOT USED]**

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 **[NOT USED]**

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

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expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

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17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

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28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such

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as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, **[NOT USED]**

E. Exhibit E, **[NOT USED]**

F. Exhibit F, **[NOT USED]**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, **[NOT USED]**

J. Exhibit J, **[NOT USED]**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

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8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF ANKENY	Engineer: NILLES ASSOCIATES, INC.
By:	By:
Print name: Mark E. Holm	Print name: John P. Nilles
Title: Mayor	Title: President
Date Signed:	Date Signed:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1210 NW Prairie Ridge Dr. Ankeny, IA 50023	1933 SW Magazine Road, Suite A Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A): Matthew Grgurich	Designated Representative (Paragraph 8.03.A): Matthew Myers
Title: Civil Engineer II	Title: Director of Transportation
Phone Number: 515-963-3549	Phone Number: 515-499-5140
E-Mail Address: MGrgurich@ankenyiowa.gov	E-Mail Address: mmyers@nillesinc.com

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This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase*

A. Traffic Study approved by the City established the scope of the improvements for the intersection of SW Magazine and SW State Street. The study was completed for the Vintage Business Park at Prairie Trail and approved by the City on April 22, 2022. Refer to Exhibit A-1 for Project Map.

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. **[NOT USED]**

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate request via Iowa One Call and include field locates in topographic mapping.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. **[NOT USED]**

7. Prepare a revised opinion of probable Construction Cost and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. Prepare preliminary plans showing lane configuration, median improvements, manhole and/or intake adjustments, ADA-compliant pedestrian Ramps, pedestrian pushbutton installation, traffic signals, and street lighting adjustments.

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b. One Preliminary Design Review Meeting

9. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner and review them with Owner.

10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. **[NOT USED]**

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. **[NOT USED]**

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. **[NOT USED]**

6. **[NOT USED]**

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: a. Final Design Plans and Specifications to include:

1) Demolition/Removals plan
2) Temporary Traffic Control and Construction Plan
3) Coordination with franchise utilities
4) Traffic Signal modifications
5) Survey Control (i.e. reference ties and benchmarks)
6) Grading Plan
7) Erosion Control Plan
8) Storm Sewer Plan and Profile sheets

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10. Furnish for review by Owner the final Construction Contract Documents. and review them with Owner.

11. Revise the final Construction Contract Documents, in accordance with comments from the Owner, as appropriate.

B. **[NOT USED]**

C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents including bidding-related documents, the Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. **[NOT USED]**

6. **[NOT USED]**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. **[NOT USED]**

9. **[NOT USED]**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase* **[NOT USED]**

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A1.06 *Post-Construction Phase* **[NOT USED]**

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Consultants for other than Basic Services.

4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

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PART 3 – PROJECT SCHEDULE

a.	September 15, 2023	Submit Preliminary Plans to Owner for review
b.	October 6, 2023	Owner's Preliminary plans review comments to Engineer
c.	October 20, 2023	Submit Check Plans and Notice to Bidders and Notice of Public Hearing to Owner for review
d.	October 27, 2023	Owner's Check Plans review comments to Engineer
e.	November 10, 2023	Submit Final plans and Front Ends to Owner for review
f.	November 20, 2023	Set Bidding and Public Hearing dates
g.	November 21, 2023	Upload Final Plans to QuestCDN and send email to contractors
h.	December 4, 2023	Send reminder email to contractors
i.	December 12, 2023	Bid Opening
j.	December 18, 2023	Award Project

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2023 - 2027 Capital Improvement Program

City of Ankeny, Iowa

2023 *thru* **2027**

Department Public Works
Contact City Engineer

Project #	**STR-23-006**
Project Name	**SW Magazine & State St Intersection Improvements**

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This is **EXHIBIT B**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $56,400 based on the following estimated distribution of compensation:

a.	Study and Report Phase	**[NOT USED]**
b.	Preliminary Design Phase	$29,900
c.	Final Design Phase	$21,500
d.	Bidding or Negotiating Phase	$5000
e.	Construction Phase	**[NOT USED]**
f.	Post-Construction Phase	**[NOT USED]**

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed

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the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses.

B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, .

C2.03 *Other Provisions Concerning Payment* **[NOT USED]**

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VII	**$188.00/hr**
Engineer VI	**$171.00/hr**
Engineer V	**$154.00/hr**
Engineer IV	**$137.00/hr**
Engineer III	**$112.00/hr**
Engineer II	**$93.00/hr**
Engineer I	**$75.00/hr**
Landscape Architect V	**$162.50/hr**
Landscape Architect IV	**$145.50/hr**
Landscape Architect III	**$128.50/hr**
Landscape Architect II	**$112.00/hr**
Landscape Architect I	**$93.00/hr**
Land Surveyor VI	**$131.00/hr**
Land Surveyor V	**$117.50/hr**
Land Surveyor IV	**$105.50/hr**
Land Surveyor III	**$92.50/hr**
Land Surveyor II	**$80.00/hr**
Land Surveyor I	**$67.50/hr**
Technician VI	**$131.00/hr**
Technician V	**$117.50/hr**
Technician IV	**$105.50/hr**
Technician III	**$92.50/hr**
Technician II	**$80.00/hr**
Technician I	**$67.50/hr**
Administrative	**$68.50/hr**

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This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 18, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data
Effective Date of Owner-Engineer Agreement:
Owner:
Engineer:
Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Agreement - Kick It Forward

EXECUTIVE SUMMARY:

The Mini-Pitch System modular sports solution has an innovative, all-in-one design to help communities create fun and active play spaces by revitalizing public areas. The modular system comes complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

The Parks & Recreation Department is charged with the responsibility of providing safe recreation amenities within the Ankeny community. Kick It Forward working together with other donors, desires to make a charitable contribution for the benefit of the residents of the City of Ankeny by funding and coordinating the procurement and installation of a Mini-Pitch System at Northcreek Park including paving, donor signage/logos, and related materials and improvements.

Kick It Forward agrees to fund and contract for the purchase and construction of the Mini-Pitch System, including the signage and protection of existing improvements, to be constructed sometime in 2024-2025 at a time mutually agreed upon.

Upon completion of all of the Mini-Pitch System installation, such improvements shall be reviewed and presented to City Council for full acceptance of the improvements. Upon such acceptance by the City Council, the improvements shall immediately become the property of the City and Kick It Forward forfeits all rights to such donation and improvements.

FISCAL IMPACT: **No**

The City of Ankeny's contribution is designating a space within an existing park and owning and maintaining the Mini-Pitch System upon project completion.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approving agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve agreement with Kick It Forward for the fundraising and construction of a Mini-Pitch System in Northcreek Park.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Agreement
Brochure

DONATION AND CONSTRUCTION AGREEMENT
BETWEEN
KICK IT FORWARD
AND
THE CITY OF ANKENY
REGARDING INSTALLATION OF A MINI-PITCH SYSTEM

This Donation Agreement, hereinafter "Agreement", made and entered into this ___day of_____, 2023 by and between The City of Ankeny ("ANKENY") and Kick It Forward, an Iowa nonprofit corporation, located at 301 East Walnut, Studio 6, Des Moines, Iowa 50309 ("DONOR").

WHEREAS, "ANKENY" Parks & Recreation Department is charged with the responsibility of providing safe recreation amenities within the Ankeny community; and

WHEREAS, "DONOR", working together with other donors, desires to make a charitable contribution for the benefit of the residents of the City of Ankeny by funding and coordinating the procurement and installation (for purposes of this Agreement "installation" also includes "construction") of a Mini-Pitch System at Northcreek Park including paving, donor signage/logos, and related materials and improvements, on the Northcreek Park grounds located at the corner of NW 13th Street and NW Irvinedale Drive, Ankeny, Iowa (the "The Mini-Pitch System "), as described herein and as shown on the attached **Exhibit A**; and

WHEREAS, the "Donor" is desirous of installing The Mini-Pitch System sometime in 2024-2025, as described herein; and

WHEREAS, "ANKENY" is desirous of accepting such donation.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

I. DONOR'S RESPONSIBILITIES

A. MATERIALS AND EQUIPMENT

1. At no cost to "ANKENY", the "Donor" agrees to fund and contract for the purchase and construction of The Mini-Pitch System, including the signage and protection of existing improvements, to be constructed sometime in 2024-2025 at a time mutually agreed to by ANKENY and Donor.
2. The "ANKENY" Parks & Recreation Director, or their designee, shall review and approve all design and construction documents. The "Donor" agrees that The Mini-Pitch System shall be completed in strict adherence to the design as approved by "ANKENY". Any deviations from the design and construction documents shall be permitted only with the prior written approval of the

"ANKENY" Parks & Recreation Director.

3. The design and installation of The Mini-Pitch System shall be in compliance with the 2010 ADA Standards for Accessible Design, and the Donor shall apply for and receive all necessary permits and "ANKENY" board approvals prior to beginning the installation.

B. CONSTRUCTION

1. The "Donor" shall engage and be responsible for all costs and the payment of a general contractor ("General Contractor") for the installation/construction of The Mini-Pitch System, including the signage and protection of existing improvements. The responsibilities of the Donor shall include:
   a. Providing materials for the installation/ construction of The Mini-Pitch System.
   b. The timely payment of all fees, costs, charges, and expenses associated with this work, including all required permit fees.
   c. Requiring the General Contractor to: (1) indemnify ANKENY and obtain and maintain in continuous effect the insurance coverages and agree to the indemnification requirements specified in **Attachment 1** of this Agreement; and (2) impose the same requirements on any subcontractor. Donor shall require the General Contractor to (1) provide ANKENY with a certificate of insurance verifying the General Contractor's compliance with this coverage requirement at least two weeks prior to the beginning of any work by the contractor; and (2) impose the same requirements on any subcontractor. This Agreement is contingent on Donor's General Contractor approving the indemnification requirements. Donor will provide Ankeny with written notice that General Contractor has accepted the indemnification requirements prior to the start of construction on The Mini-Pitch System.
   d. Requiring the General Contractor to secure the site in a manner which is reasonable under the circumstances during construction and until the close out of work to install The Mini-Pitch System.
   e. Coordinating closely with ANKENY to provide construction dates to ANKENY. General Contractor is responsible for maintaining court closure and signage, blockades and other devices for the duration of the construction period until The Mini-Pitch System can be safely accessed by the public.
   f. Delivering to ANKENY all project construction documents, records, and equipment manuals upon acceptance of The Mini-Pitch System by ANKENY.
   g. Donor and General Contractor, or applicable subcontractors, shall be responsible for obtaining and compiling with any necessary building and electrical permits from the City of Ankeny's Community

Development Department allowing the Parks & Recreation Director or their designee access to conduct any inspection he or she deems necessary.

h. Requiring the General Contractor to be on-site, including the removal of all equipment and materials, for no longer than 90 days for the project.
i. Requiring the General Contractor to restore the site used for staging to the same condition as prior to the start of construction activities.
j. Providing and transferring, as needed, to ANKENY, the manufacturer's warranty to The Mini-Pitch System.

C. NAMING RIGHTS AND SIGNAGE/LOGOS

In consideration of the gift, ANKENY will acknowledge the gift by permitting Donor to name the Mini-Pitch System location a name selected by the Donor. The name shall be subject to ANKENY approval, which approval shall not be unreasonably withheld. Donor shall be permitted to construct Donor recognition signage on the structure and/or surface of the Mini-Pitch System for any individual or entity selected by Donor. Examples of such signage are depicted in Exhibit A to this agreement. Donor agrees to pay the costs of any such signage recognizing any individual or entity selected by Donor.

II. ANKENY'S RIGHTS AND RESPONSIBILITIES

A. ANKENY agrees to provide access to those portions of Northcreek Park which are needed for the construction and installation of The Mini-Pitch System.

B. ANKENY shall assist with communicating to the public the necessary park closures.

III. ENCUMBRANCES AND LIENS.

Neither the Donor nor anyone claiming by, through, or under the Donor shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever upon The Mini-Pitch System or Northcreek Park or any ANKENY property. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon. For the further security of ANKENY, the Donor covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material or labor and further agrees to include such a provision in every agreement made with contractors and subcontractors in connection with The Mini-Pitch System.

IV. INSURANCE AND INDEMNIFICATION

The Donor's General Contractor shall purchase and maintain Commercial General Liability Insurance coverage and shall include ANKENY as an additional Insured with respect to its

"Product-Completed Operations" coverage and shall maintain such coverage and Additional Insured status for a period of one year following ANKENY taking ownership of The Mini-Pitch System. Donor shall provide ANKENY with a certificate of insurance verifying compliance with this coverage requirement prior to execution of this Agreement. Donor shall also hold and save ANKENY harmless for any and all claims due to loss associated with Product-Completed Operations exposures to the extent that such losses are covered by Donor's insurance. Donor also agrees to waive subrogation for itself and anyone claiming through or under Donor against ANKENY for any insured loss related to Product-Completed Operations exposures for a period of one year following ANKENY taking ownership of The Mini-Pitch System.

The Donor shall and hereby agrees to hold and save ANKENY harmless for any and all claims due to the loss or damage of any personal property owned or borrowed by the Donor and brought to Northcreek Park for the installation of The Mini-Pitch System.

V. ACCEPTANCE OF THE IMPROVEMENTS

Upon completion of all of the Mini-Pitch System installation, such improvements shall be reviewed by the ANKENY Parks & Recreation Director or their designee and presented to the Ankeny City Council for full acceptance of the improvements. Upon such acceptance by the ANKENY City Council by resolution, the improvements shall immediately become the property of ANKENY and the Donor forfeits all rights to such donation and improvements. It is expressly agreed and understood that nothing in this Agreement shall be construed as empowering the Donor to encumber, mortgage or pledge any interest in the site or improvements thereon in any manner whatsoever.

VI. TERM AND RESCISSION

This Agreement shall be considered to be fulfilled upon completion of the construction and ANKENY City Council acceptance of The Mini-Pitch System, subject to the continuing requirements pursuant to section IV of this Agreement. Donor and ANKENY acknowledge that Donor is currently raising money via donations to complete this project. If Donor is unsuccessful, this contract may be unilaterally rescinded and canceled by Donor by providing written notice to the Director of Parks and Recreation for Ankeny.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers, duly authorized, therefore.

KICK IT FORWARD

By: _____
Matthew Sahag, President

THE CITY OF ANKENY

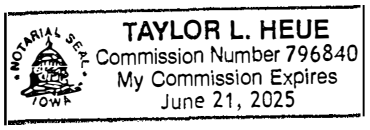
By: _____

ATTEST:

By: _____

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 8 day of September, 2023 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared MATTHEW SAHAG, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of KICK IT FORWARD, an Iowa nonprofit corporation, executing the foregoing instrument; that (the seal affixed thereto is the seal of) the nonprofit; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that Kick It Forward acknowledges the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.



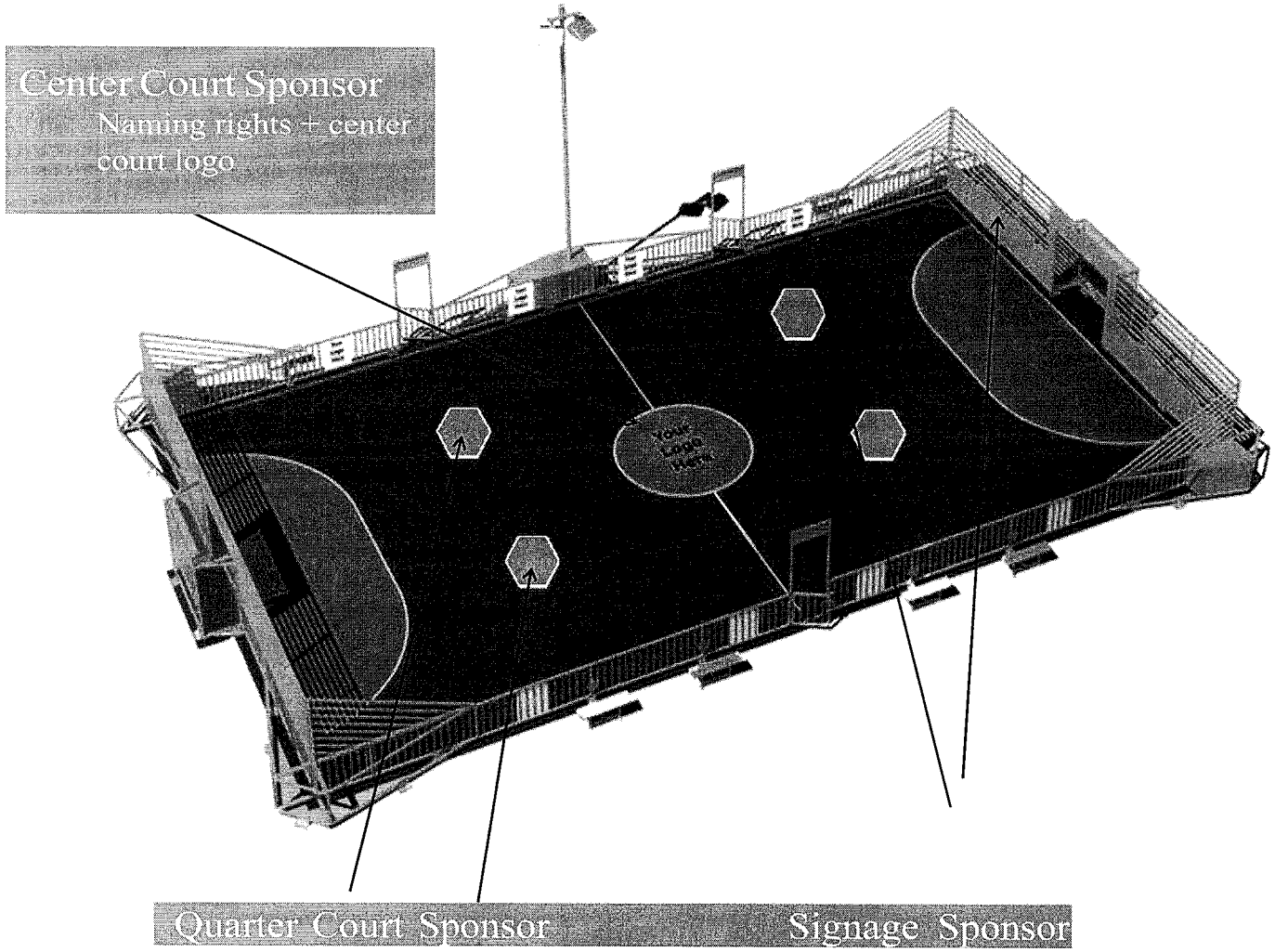
Notary Public in the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____day of _____, 2023, before me, the undersigned, a Notary Public, personally appeared _____, The City of Ankeny Mayor, who being by me duly sworn, did state that he is Mayor of the City of Ankeny and that the seal affixed to the foregoing instrument is the seal of the city, and that the instrument was signed and sealed on behalf of The City of Ankeny, by authority of Resolution No. 2023-_____, on _____ __, 2023, and that __ _____, The City of Ankeny Mayor, acknowledge the execution of the instrument to be the voluntary act and deed of The City of Ankeny by it voluntarily executed.

Notary public in the State of Iowa

EXHIBIT A
Northcreek Park



Community Sponsor:
Name on Pitchside Placard

Exhibit A
Depiction of the Mini-Pitch System

Mini-Pitch System Includes

Court Dimensions: 60 ft x 120 f

2 – 20-foot candles with LED light fixtures

Square tubing and channel material: 11-gauge steel

2 – Goals: Dimensions - 70" tall x 90" wide x 34" deep

Storage – 20 cubic feet lockable cabinet place at each corner

Naming Rights and Logos, as approved by ANKENY and DONOR

ATTACHMENT 1

INSURANCE & INDEMNIFICATION REQUIREMENTS FOR CONTRACTOR

1. GENERAL

For purposes of this Attachment "Contractor" shall refer to the General Contractor hired or otherwise engaged by Kick It Forward, to perform services at Northcreek Park under this Agreement. The Contractor shall purchase and maintain insurance to protect the Contractor, Kick It Forward, and ANKENY throughout the duration of this Agreement. Said insurance shall be provided by insurance companies "admitted" or "nonadmitted" to do business in the State of Iowa having no less than an A. M. Best Rating of "B+." All policies shall be written on an occurrence basis and in form and amounts satisfactory to ANKENY. Certificates of Insurance confirming adequate insurance coverage shall be submitted to ANKENY prior to Contract execution or commencement of work and/or services.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Contractor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. ***Waiver of Subrogation in favor of ANKENY is required.***

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Contractor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) Explosion, Collapse and Underground- XCU (when applicable). ***Waiver of Subrogation in favor of ANKENY is required.*** The policy shall be endorsed to include an Aggregate Per Location endorsement.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by ISO standard Commercial General Liability Policy form ISO CG 0001 including standard exclusions or a non-ISO equivalent form.

C. AUTOMOBILE LIABILITY INSURANCE: The Contractor shall procure and maintain Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit covering Bodily Injury and Property Damage. Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles. Policy shall include Contractual Liability coverage. ***Waiver of Subrogation in favor of ANKENY is required.***

D. UMBRELLA/EXCESS LIABILITY INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and

Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies. ***Waiver of Subrogation in favor of ANKENY is required.***

E. ADDITIONAL INSURED ENDORSEMENT: The General Liability Insurance policy shall include ANKENY as an Additional Insured. The General Liability Insurance policy shall include standard ISO endorsements CG 20 26 07 04 and CG 20 37 07 04 or their ISO/non-ISO equivalents. The Contractor's insurance shall be primary to that of ANKENY and noncontributory to any other insurance or similar coverage available to ANKENY whether the other available coverage is primary, contributing or excess.

F. GOVERNMENTAL IMMUNITY ENDORSEMENT: The General Liability Insurance policy shall include ANKENY Governmental Immunities Endorsement language as provided below. Standard ISO or insurance carrier "Waiver of Immunity" endorsements are not acceptable.

THE CITY OF ANKENY
GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the The City of Ankeny as Additional Insured does not waive any of the defenses of governmental immunity available to the The City of Ankeny under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Ankeny shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the The City of Ankeny.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by The City of Ankeny.

5. No Other Change in Policy. The insurance carrier and The City of Ankeny agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

G. CANCELLATION & NONRENEWAL NOTIFICATION ENDORSEMENT: The General Liability Insurance policy shall be endorsed to provide ANKENY with no less than thirty (30) days Advance Written Notice of Cancellation, forty-five (45) days Advance Written Notification for Nonrenewal and ten (10) days Written Notification of Cancellation due to non-payment of premium.

H. WAIVER OF SUBROGATION: To the fullest extent permitted by law, Contractor hereby releases ANKENY, including its elected and appointed officials, agents, employees and volunteers and others working on its behalf, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise for any loss without regard to the fault of ANKENY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The Contractor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of ANKENY including its elected and appointed officials, agents, employees and volunteers, and others working on its behalf.

I. PROOF OF INSURANCE: The Contractor shall provide to ANKENY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through H above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the Agreement under "Description of Operations/Locations/Vehicle/Special Items". A Copy of the (1) Additional Insured Endorsements, (2) Governmental Immunities Endorsement and (3) Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance.

J. AGENTS AND SUBCONTRACTORS: The Contractor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Contractor purchase and maintain the types of insurance customary for the services being provided.

3. INDEMNIFICATION REQUIREMENTS

For purposes of this Section 3, the term "ANKENY" means The City of Ankeny and its elected and appointed officials, agents, employees and volunteers, and others working on its behalf. To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless ANKENY against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs that may be asserted or claimed against, recovered from or suffered by ANKENY by reason of any injury or loss including, but not limited to, personal injury, bodily injury including death, property damage including loss of use thereof, and economic damages that arise out of or are in any way connected or associated with Contractor's work or services under this Agreement, including that of its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor's obligation to indemnify ANKENY contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefits acts.

ANKENY shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by Contractor arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor, except to the extent caused by or resulting from the negligent act of ANKENY.

Contractor expressly assumes responsibility for any and all damage caused to ANKENY property arising out of or in any way connected or associated with Contractor's work or services under this Contract, including that of its officers, agents, employees, subcontractors and others under the control of Contractor.

Contractor shall ensure that its activities on ANKENY property will be performed and supervised by adequately trained and qualified personnel and Contractor will observe all applicable safety rules.

Mini-Pitch System™

musco Lighting
We Make It Happen®

U.S. SOCCER FOUNDATION®

The Mini-Pitch System™ is an innovative, all-in-one solution designed to help communities create fun and active play spaces by revitalizing public areas.

Created to assist the U.S. Soccer Foundation in providing safer places to play the game, the Mini-Pitch System is ideal for transforming abandoned courts and other underutilized areas into places where children and families can come together in the spirit of teamwork, empowerment, and physical activity. The system supports the Foundation's *It's Everyone's Game* movement to ensure that all children have access to the game and its many benefits.

Complete

The mini-pitch comes as a modular system complete with lighting, fencing, goals, benches, ADA-compliant access, and lockable storage.

Convenient

Assembly of the Mini-Pitch System can be completed in approximately 1-2 days.

Customizable

You'll have options on the size of your pitch and custom signage to ensure it meets your exact needs. Typically, surfacing is handled by another vendor on a project-by-project basis.

"Since the installation at Santa Fe South, we're seeing kids from different high schools hanging out and playing together almost every night. It's unifying kids using these courts."

– Mickey Dollens, Executive Director of the Energy Assist Foundation

Complete System

The Mini-Pitch System™ includes lighting, structural, and electrical components designed and engineered to work together for streamlined installation and reliable operation.

- Factory-built, wired, aimed, and tested.
- Fast, trouble-free installation.
- Rugged reliability, designed to be long-lasting in all weather conditions and atop all surfaces.
- 10-year warranty covers all parts and labor.

TLC for LED® Lighting

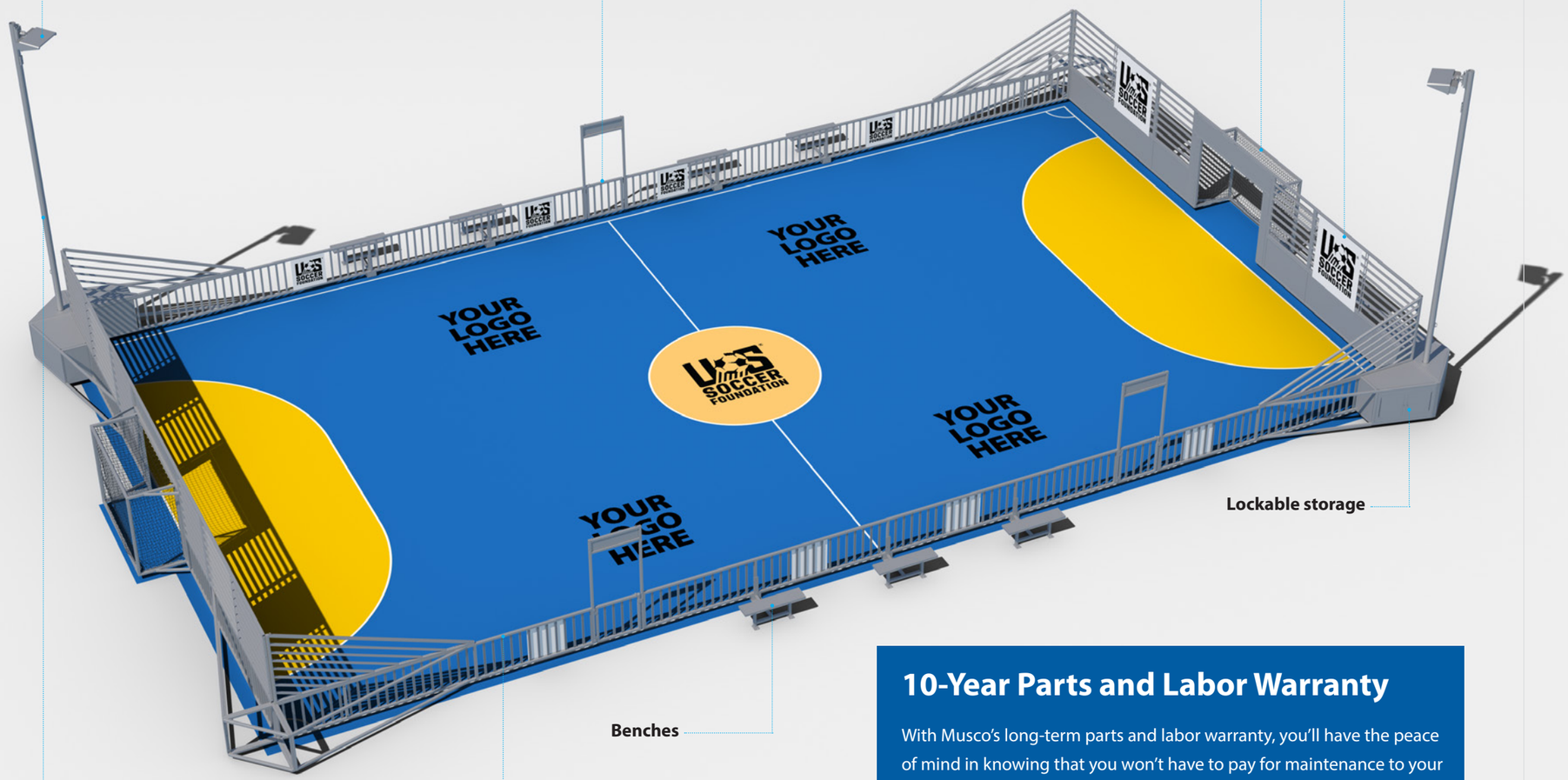
Enjoy the benefits of the LED sports lighting technology of choice at venues around the world.

- Custom optics create a more uniform distribution of light for better visibility.
- Patented glare control preserves darkness around your pitch, keeping neighbors happy.
- Instant on/off and energy efficient operation.

Control-Link® Service

Your system will be supported by Musco's Control-Link control and monitoring service.

- Manage your lights instantly, from anywhere, with a touch of a smart phone.
- 24/7 support from the Musco Team includes proactive monitoring and scheduling assistance.
- Get a real, live voice on the other end of the phone anytime you call Control-Link Central™.



* Surfaces provided by others, evaluated on a project-by-project basis.

10-Year Parts and Labor Warranty

With Musco's long-term parts and labor warranty, you'll have the peace of mind in knowing that you won't have to pay for maintenance to your Mini-Pitch System.

- No maintenance costs for the next decade.
- Every part and all labor covered.
- Supported by Musco's regionally-based technicians.

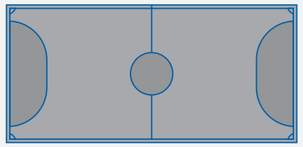
And with the 24/7 proactive monitoring of Control-Link, if any issues with your mini-pitch lighting arise we'll probably know before you do.

Separate playing surface warranty is provided by the surface contractor.

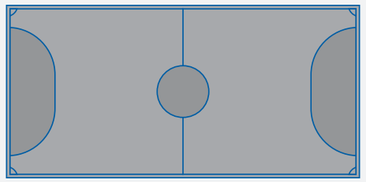
Your Pitch, Your Way

The Mini-Pitch System gives you options to customize the solution that meets your exact needs.

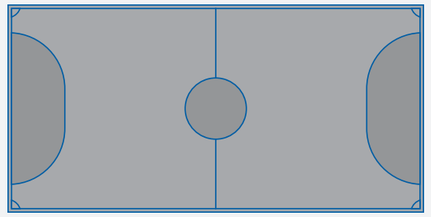
Size



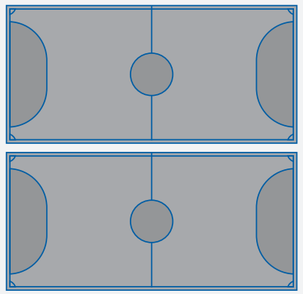
40 ft x 84 ft
12 m x 25 m



50 ft x 102 ft
15 m x 31 m



60 ft x 120 ft
18 m x 36 m



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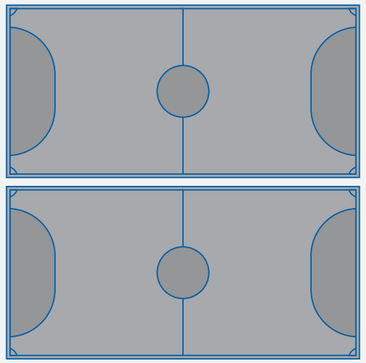
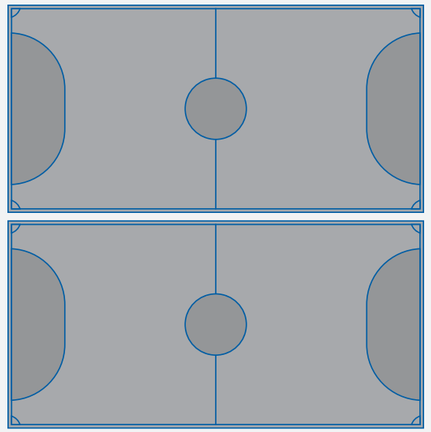
25 m x 25 m



103 ft x 102 ft
31 m x 31 m



123 ft x 120 ft
37 m x 36 m

Desert West, Phoenix, Arizona, USA

Eakin Elementary School, Columbus, Ohio, USA

musco Lighting
We Make It Happen

www.musco.com
e-mail: lighting@musco.com

USSF SOCCER FOUNDATION

www.ussoccerfoundation.org
e-mail: info@ussoccerfoundation.org

©2019 Musco Sports Lighting LLC · M-3208-en04-1
U.S. and foreign patents issued and pending.

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

September 18, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Public Hearing - rezone 98 Investments LLC - 10/2/23 @ 5:30 p.m.***
- ***Public Hearing - vacate easement - Aspen Ridge Commercial Plat 3 - 10/2/23 @ 5:30 p.m.***
- ***Public Hearing - annexation - Hope Kimberley 2.0 - 10/16/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 11/6/23 @ 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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No Attachments Available