



ANKENY CITY COUNCIL

Regular Meeting

**Tuesday, September 6, 2022
5:30 PM**

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

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

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ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the September 6, 2022 Agenda

Action# B1-1. Consider motion to approve and accept the September 6, 2022 agenda, with/without amendment.

C. PUBLIC HEARING(S): none

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 August 15, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Library Board of Trustee meeting of July 21, 2022.

CA - 3 Receive and file minutes of the Plan and Zoning Commission meeting of August 2, 2022.

CA - 4 Receive and file minutes of the Zoning Board of Adjustment meeting of June 7, 2022.

CA - 5 Receive and file minutes of the Zoning Board of Adjustment meeting of June 21, 2022.

- **Licenses and Permits**

CA - 6 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

CA - 7 Consider motion to Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$11,500.00 with Snyder & Associates, Inc., for additional engineering services on the Cherry Glen Ballfield Improvements due to additional trail improvements.

CA - 8 Consider motion to approve Amendment #1 to Professional Services Agreement increasing the contract amount by \$10,000.00 with Snyder & Associates, Inc. for additional engineering services for the 2021 Pavement Management Study and Master Plan.

CA - 9 Consider motion to approve Change Order #1 increasing the contract by \$11,975.40 with JAS Construction, LLC, for construction services on the SW Des Moines Street Parks Phase 1 project.

CA - 10 Consider motion to approve Change Order #2 decreasing the contract amount by \$24,713.90 to OnTrack Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.

CA - 11 Consider motion to approve Change Order #4 increasing the contract amount by \$2,250.00 to Redbud Landscaping, LLC, for construction services on the SW Des Moines Street - Prairie Trail to Magazine Native Planting project.

CA - 12 Consider motion to approve Change Order #7 increasing the contract amount by

\$1,500.00 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

- CA - 13** Consider motion to approve Payment #6 in the amount of \$501,647.50 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
- CA - 14** Consider motion to approve Payment #3 in the amount of \$126,710.14 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 #28 in the amount of \$21,351.50 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 16** Consider motion to approve Payment #4 in the amount of \$19,132.80 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 17** Consider motion to approve Payment #26 in the amount of \$39,430.14 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 18** Consider motion to approve Payment #16 in the amount of \$35,640.96 to FOX Strand, for engineering services on the Ankeny ASR project.
- CA - 19** Consider motion to approve Payment #1 in the amount of \$2,565.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.
- CA - 20** Consider motion to approve Payment #2 in the amount of \$10,686.04 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- CA - 21** Consider motion to approve Payment #1 in the amount of \$228,643.29 to JAS Construction, LLC, for construction services on the SW Des Moines Street Park Phase 1 project.
- CA - 22** Consider motion to approve Payment #15 in the amount of \$23,732.50 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
- CA - 23** Consider motion to approve Payment #2 in the amount of \$17,092.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 24** Consider motion to approve Payment #13 in the amount of \$1,813.75 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 25** Consider motion to approve Payment #23 in the amount of \$19,993.52 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
- CA - 26** Consider motion to approve Payment #7 in the amount of \$1,934.52 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
- CA - 27** Consider motion to approve Payment #17 in the amount of \$16,931.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
- CA - 28** Consider motion to approve Payment #2 in the amount of \$11,095.00 to Nilles

Associates, Inc., for engineering service on the SW Des Moines Street Park Phase 1 Improvements.

- CA - 29** Consider motion to approve Payment #2 in the amount of \$6,277.50 to Nilles Associates, Inc., for engineering services on the Diamond Hills Greenway Stream Repairs project.
- CA - 30** Consider motion to approve Payment #1 in the amount of \$16,997.50 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.
- CA - 31** Consider motion to approve Payment #1 in the amount of \$49,017.04 to Olsson, Inc., for engineering services on the Fiber Optic Network Master Plan project.
- CA - 32** Consider motion to approve Payment #5 in the amount of \$2,924.20 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.
- CA - 33** Consider motion to approve Payment #5 in the amount of \$57,348.00 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 34** Consider motion to approve Payment #3 in the amount of \$12,045.43 to RedBud LLC for work on the 2022 Native Vegetation Maintenance project.
- CA - 35** Consider motion to approve Payment #13 in the amount of \$575,099.51 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 36** Consider motion to approve Payment #4 in the amount of \$1,376.32 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.
- CA - 37** Consider motion to approve Payment #1 in the amount of \$107,390.36 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 38** Consider motion to approve Payment #6 in the amount of \$11,985.41 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development Project.
- CA - 39** Consider motion to approve Payment #25 in the amount of \$12,963.77 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 40** Consider motion to approve Payment #18 in the amount of \$22,644.25 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 41** Consider motion to approve Payment #19 in the amount of \$3,265.38 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 42** Consider motion to approve Payment #13 in the amount of \$96,981.13 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 43** Consider motion to approve Payment #17 in the amount of \$7,838.14 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
- CA - 44** Consider motion to approve Payment #21 in the amount of \$30,580.51 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

- CA - 45** Consider motion to approve Payment #22 in the amount of \$2,448.13 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.
- CA - 46** Consider motion to approve Payment #32 in the amount of \$17,139.09 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 47** Consider motion to approve Payment #14 in the amount of \$210,282.74 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.
- CA - 48** Consider motion to approve the September 6, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)
- CA - 49** Consider motion to adopt a **RESOLUTION** accepting a proposal from Brothers Cleaning Corporation, in the amount of \$54,130.00 for the construction of the 2022 Shade Canopy Assembly and Installation project.

- **Personnel Items**

- CA - 50** Consider motion to adopt **RESOLUTION** relating to the implementation of a Cybersecurity Training Policy in the Standard and Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

- **Community Development Items**

- CA - 51** Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on Lot 1, Corporate Woods Business Park Plat 3; and associated with the development of 1600 SE Corporate Woods Drive, Baker Group Parking Lot Expansion Site Plan.
- CA - 52** Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, warranty deed to streets and park, subdivision bond for seeding and erosion control, performance and maintenance bonds for paving and underground improvements and authorizing cost participation for sidewalk widening for Heritage Park at Prairie Trail Plat 3.
- CA - 53** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of water main, sanitary sewer and storm sewer in Heritage Park at Prairie Trail Plat 3.
- CA - 54** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of street paving in Heritage Park at Prairie Trail Plat 3.
- CA - 55** Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the southeast quadrant of Ankeny for property owned by NGR Inc.
- CA - 56** Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the Northeast Quadrant of Ankeny.
- CA - 57** Consider motion to adopt **RESOLUTION** approving the final plat for 7AZU Development Plat 2, subject to applicable Polk County subdivision requirements in lieu of City of Ankeny subdivision regulations.
- CA - 58** Consider motion to grant preliminary approval of Centennial Ridge Plat 3; and

authorize cost-participation request for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be \$4,327.00.

- CA - 59** Consider motion to adopt **RESOLUTION** accepting a public sidewalk easement associated with the development of Canyon Landing Plat 1.

- **Engineering Items**

- CA - 60** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent sidewalk easement, and temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (The Condos at Delaware Park)
- CA - 61** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (The Townhouses at Delaware Park)
- CA - 62** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with DRA Properties, L.C., concerning the construction of a traffic signal and related improvements at the intersection of SW Vintage Parkway and SW Magazine Road in the City of Ankeny, Iowa.
- CA - 63** Consider motion to adopt **RESOLUTION** approving and authorizing the acquisition of property and property interests for the Westwinds Storm Sewer Extension project.
- CA - 64** Consider a motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of a permanent water main easement and a temporary construction easement from Gateway of High Trestle Crossing Association for the High Trestle Trail (HTT) Transmission Main and Drainage Improvements Project in Ankeny, Iowa. (Gateway of High Trestle Crossing Association)
- CA - 65** Consider a motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of a permanent water main easement from Rock Equity Holdings, LLC for the High Trestle Trail (HTT) Transmission Main and Drainage Improvements Project in Ankeny, Iowa. (Rock Equity Holdings, LLC)
- CA - 66** Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a hold harmless agreement allowing Zack and Nicole Mundy to place an above ground pool in a portion of the City's Storm Sewer and Drainage Easement on a part of Lot 10, Creekside Plat 4.
- CA - 67** Consider motion to adopt **RESOLUTION** accepting public improvements in Trestle Corner Plat 1, for traffic signal modifications.

- **Capital Improvement Projects**

- CA - 68** **2022 Asphalt Street Resurfacing Program - SW Ordinance Road**: Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$3,630.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with OMG Midwest, Inc. DBA Des Moines Asphalt & Paving in the amount of \$297,745.33; and d) Final Payment #2 in the amount of \$6,868.50; and Retainage Payment in the amount of \$14,887.27.

- **Administrative Items**

- CA - 69** Consider motion to receive and file the Ankeny Summerfest 2022 Report.
- CA - 70** Consider motion to approve the Orders of Dismissal of the First Violation of tobacco

offense for Tobacco Permit Holders.

- CA - 71** Consider motion to approve the Orders Accepting Acknowledgement/Settlement Agreement with Tobacco Permit Holders.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-71

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-71

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2118 An Ordinance amending Chapter 100, Regulation of Industrial Wastewater, of the Municipal Code of the City of Ankeny, Iowa.

Action# H1-1. Consider motion to accept first consideration of ORDINANCE 2118.

2. Ord 2119 An Ordinance amending Chapter 101, Regulations of Fat, Oil and Grease Discharge by Food Service Establishments, of the Municipal Code of the City of Ankeny, Iowa.

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2119.

3. Ord 2120 An Ordinance amending Chapter 102, Regulation of Hauled Waste, of the Municipal Code of the City of Ankeny, Iowa.

Action# H3-1. Consider motion to accept first consideration of ORDINANCE 2120.

4. Ord 2121 An Ordinance amending the Municipal Code of the City of Ankeny, Iowa, by adding Chapter 103, Footing Drain Disconnection Program.

Action# H4-1. Consider motion to accept first consideration of ORDINANCE 2121.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed High Trestle Trail Transmission Main and Drainage Improvements Project
Initiate Proceedings

Action# J1-1. Consider motion to adopt RESOLUTION ordering construction on the HTT Transmission Main and Drainage Improvements Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 9/27/22 @ 10:30 a.m./date of hrg: 10/3/22 @ 5:30 p.m.)

2. Proposed Rock Creek Greenbelt - Native Vegetation
Initiate Proceedings

Action# J2-1. Consider motion to adopt RESOLUTION ordering construction on the Rock Creek Greenbelt - Native Vegetation Improvements project; and fixing a date for hearing thereon and taking of bids therefor;(date of bid-letting: 9/27/22 @ 10:30 a.m./date of hrg: 10/3/22 @ 5:30 p.m.)

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Regular Council Meeting - 9/19/22 @ 5:30 p.m.***
- ***Public Hearing - Notice of Intent - 9/19/22 @ 5:30 p.m.***
- ***Council Action Planning Session - 9/19/22 @ 5:30 p.m.***
- ***Public Hearing - HTT Water Transmission Main & Drainage Improvements - 10/3/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 Rock Creek Greenbelt - Native Vegetation Improvements - 10/3/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the September 6, 2022 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the September 6, 2022 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of August 15, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

MINUTES OF THE ANKENY CITY COUNCIL

Monday, August 15, 2022 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

CEREMONY

1. Presentation - President Denson - "State of DMACC"

PUBLIC FORUM

1. Mike Wiser, Ankeny School Foundation spoke about the Foundation and invited all to participate in the upcoming HAWKJAG 5k.
2. Gene Russell, All City Management Services thanked the Mayor, Council Members, and City Staff for their work on the school crosswalk safety program.
3. Mark Felderman, Faith Baptist Bible College requested consideration for the College's request during homecoming.

APPROVAL OF AGENDA

1. Council Member Whiting moved, Shafer seconded, to approve and accept the August 15, 2022 agenda as presented. Ayes: 5.

REPORTS OF ADVISORY BOARDS AND COMMISSION

1. Mike Wiser, President of the Library Board of Trustees, gave an update to the Council regarding happenings at the Ankeny Kirkendall Public Library.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of August 1, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of July 19, 2022.
3. Receive and file minutes of the Civil Service Commission meeting of July 11, 2022.

Licenses and Permits

4. Issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.
5. Issuance of cigarette/tobacco/nicotine/vapor permit in the City of Ankeny.
6. Issuance of a special permit to Eric Weichers for bow hunting deer effective 10/1/2022 - 1/10/2023 on private property within the city limits.

Finance/Budget

7. Receive and file Financial Reports for July 2022.
8. Receive and file Building Permit Report for July 2022.
9. Receive and file Utility Billing Report for July 2022.

10. Change Order #1 increasing the contract amount by \$15,509.00 to Absolute Concrete, for construction services on the PCC Reconstruction Program - NW 5th Street project.
11. Change Order #2 increasing the contract amount by \$19,603.00 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Extension - SE Magazine to SE Oralabor Road project.
12. Change Order #3 increasing the contract amount by \$85,890.00 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.
13. Change Order #1 increasing the contract amount by \$6,600.00 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Street Patching Program project.
14. Amendment No. 9 to the professional services agreement increasing the contract amount by \$10,000 with Shive-Hattery for construction administration services associated with the Albaugh Senior Community Center project.
15. Payment #5 in the amount of \$132,339.47 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
16. Payment #4 in the amount of \$256,068.32 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
17. Payment #2 in the amount of \$168,709.55 to Absolute Concrete, for construction services on the 2022 PCC Reconstruction Program - NW 5th Street project.
18. Payment #3 in the amount of \$137,604.88 to Con-Struct, Inc., for construction services on the 2022 PCC Reconstruction Program - SE Peachtree Drive project.
19. Payment #2 in the amount of \$235,868.66 to Con-Struct, Inc., for construction services on the NW 36th Street and NW State Street Interim Improvements project.
20. Payment #12 in the amount of \$95,771.13 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
21. Payment #5 in the amount of \$80,334.90 to Gus Construction, for construction services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
22. Payment #2 in the amount of \$23,100.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
23. Payment #1 in the amount of \$118,520.34 to Howrey Construction, Inc., for construction services on the 2022 Sidewalk Gaps and Trail Replacements project.
24. Payment #3 in the amount of \$59,151.51 to HR Green, Inc., for engineering services on the Oralabor Gateway Trail-SW State Street Underpass and SW Oralabor Road and SW State Street Safety Improvements project.
25. Payment #12 in the amount of \$18.06 to HR Green, Inc., for design services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
26. Payment #2 in the amount of \$189,014.83 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Street Patching Program project.
27. Payment #5 in the amount of \$28,367.75 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
28. Payment #1 in the amount of \$7,553.00 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
29. Payment #1 in the amount of \$54,497.99 to OnTrack Construction LLC for construction services on the Diamond Hills Greenway Stream Repairs project.
30. Payment #25 in the amount of \$6,197.31 to Shive Hattery for development services on the Ankeny Senior Community Center.
31. Payment #10 in the amount of \$353,055.15 to Spring Lake Construction LLC, for construction services on the NW Northlawn Area Utility Improvements - Phase 1 project.
32. Payment #4 in the amount of \$273,791.48 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE – Phase 2 project.
33. August 15, 2022 Accounts Payable by Fund: General 456,665; Road Use Tax 14,130; Seizure 1,037; Library Foundation 15,168; Solid Waste 171,849; Water 716,117; Sewer 532,660; Storm Water 3,566; Golf Course 28,394; Enterprise Project 312,968; Revolving

28,331; Risk Management 50,439; Health Insurance 24; Capital Projects Funds 2,030,620; Payroll Totals 1,429,854; Transfers/ACH (191,258); Agenda Payments approved separately (2,219,964); Grand Total \$ 3,380,600.

34. **RESOLUTION 2022-386** approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community.

Personnel

35. Civil Service Commission certified list for appointment to Accountant - Finance Department, subject to passing any further departmental requirements.
36. Contract for independent contractor/professional services agreement with the Center for Public Safety Management, LLC for the International City/County Management Association (ICMA).

Community Development

37. **RESOLUTION 2022-387** accepting final plat, warranty deed to streets, performance and maintenance bonds for public improvements, platted easements, and park land dedication agreement for Kimberley Estates Plat 2.
38. **RESOLUTION 2022-388** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of sanitary sewer, storm sewer, and water main in Kimberley Estates Plat 2.
39. **RESOLUTION 2022-389** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Kimberley Estates Plat 2.
40. **RESOLUTION 2022-390** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Kimberley Estates Plat 2.
41. **RESOLUTION 2022-391** authorizing the Mayor to sign a development, easement and maintenance agreement, located on a part of Lots 6, 7, 8, and 9 in Arthur Place, an official plat in the City of Ankeny, Polk County, Iowa and associated with 716 SW 3rd Street.
42. **RESOLUTION 2022-392** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Lot 1, Housby Ankeny Plat 1 and associated with the development of 8700 SE Convenience Blvd, Housby Ankeny site plan.
43. 7AZU Development Plat 2 Preliminary Plat, subject to applicable Polk County subdivision requirements in lieu of City of Ankeny subdivision regulations.

Engineering

44. **RESOLUTION 2022-393** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Lot 13 of Plat 1 - Fountain View Estates Homeowners Association)
45. **RESOLUTION 2022-394** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1046 NE Fountain View Drive - Knox)
46. **RESOLUTION 2022-395** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and drainage easement and temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Outlot B of Plat 4 - Fountain View Estates Homeowners Association)

47. **RESOLUTION 2022-396** authorizing the execution of an agreement with Iowa Department of Transportation for use of Local Agency Roads for Incident Management Temporary Detour Routes.
48. **RESOLUTION 2022-397** accepting public improvements in The Crossings at Deer Creek Plat 14 for utilities.
49. **RESOLUTION 2022-398** accepting public improvements in The Crossings at Deer Creek Plat 14, for paving.

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-49. Ayes: Shafer, Ruddy, Bentz, Perry, Whiting.

NEW BUSINESS

1. NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Blvd Council Member Bentz moved, Whiting seconded, to adopt **RESOLUTION 2022-399** fixing a date for hearing on intent to commence a public improvement and to acquire property interests for the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project. (date of hrg: 9/19/22 at 5:30 P.M.). Ayes: Bentz, Whiting, Perry, Ruddy, Shafer.
2. NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Blvd Council Member Ruddy moved, Whiting seconded, to approve the Professional Services Agreement with JCG Land Services, Inc. for the property acquisition services on the NW 18th Street Reconstruction - NW Ash Drive to N Ankeny Boulevard project in an amount not to exceed \$49,215.00 and authorize the Mayor to execute said agreement. Ayes: Ruddy, Whiting, Bentz, Perry, Shafer.
3. Faith Baptist Bible College – Homecoming Council Member Whiting moved, Bentz seconded, to approve the request by Faith Baptist College to suspend enforcement of certain provisions of Chapter 44 and Chapter 41.09 on October 8, 2022. Ayes: Whiting, Bentz. Nays: Perry, Ruddy, Shafer. Council Member Whiting moved, Bentz seconded, to approve suspending enforcement of certain provisions of Chapter 44 and Chapter 41.09 providing: 1) completion of notification to neighbors within 250' and 2) one time only at the conclusion of the National Anthem, approximately 1:00 p.m. Ayes: Whiting, Bentz, Perry, Ruddy, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 6:15 PM.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 8/26/22.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of July 21, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

**KIRKENDALL PUBLIC LIBRARY BOARD OF TRUSTEES
MEETING MINUTES**

Thursday, July 21, 2022

Regular meeting: 6 p.m.

Location: Library

Present: Heather Lilienthal, Tamara Fujinaka, Gene Lucht, John Meyer, Miranda Piepho and Heather Stephenson

Staff: Sam Mitchel

Topic	Discussion
Call to Order	Fujinaka called the meeting to order. New trustees Miranda Piepho and Heather Stephenson were welcomed to the board.
Approval of Minutes	Motion made by Lucht to approve the minutes. Second by Meyer. Motion passed unanimously.
Consent Agenda	Financials update provided by Mitchel.
Policy/Procedure Review	The Trustees reviewed the Computer Internet Policy. Slight updates were made. Moved by Stephenson and second by Lucht. Motion passed unanimously.
Director's Report	Mitchel reported on staff activity, the facility, and City of Ankeny business. Volunteer hours were 240 and continues to be strong. Regarding SummerFest, things went very well. The library hosted a portion of the Family Fun Day. Regarding weekend stats: • Visitors: 7890 (typical: 2500) • Circ stats: 3410 total renewals/checkouts (typical: 5600) • New cards: 49
Department Reports	The board reviewed monthly updates from department heads.
Old Business	The Trustees discussed the opportunity to report to the City Council throughout the year at council meetings.
New Business	A. Election of Officers A slate of nominations was presented: • Wiser, president • Meyer, vice president • Piepho, secretary Stephenson motion to approve the slate, second by Lilienthal and passed unanimously. Lucht and Lilienthal will serve as Trustee liaisons with the Friends of the Library B. Trustee Orientation was discussed as two new Trustees have joined the board. 1. Board Duties & Responsibilities • Director • Budget • Policies • Advocacy C. The board participated in an hour of continuing education discussing "Facing Crucial Conversations." 2. Fujinaka and Wiser will be serving as mentors for the new Trustees.
Adjournment	Lucht made a motion to adjourn and Piepho second. Approved by all. The next meeting will be held Aug.18, 2022.

Respectfully submitted, Heather Lilienthal, Secretary

Approved: 8/19/22



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of August 2, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2022-08-02

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, August 2, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the August 2, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Ripper to approve the August 2, 2022 agenda without amendments. Second by L.West. All voted aye. Motion carried 5 – 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 July 19, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. Centennial Ridge Plat 3 Final Plat

Motion to recommend City Council approval of Centennial Ridge Plat 3 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be at \$4,327.00.

Item #3. Pheasant Trail Plat 1 Final Plat

Motion to recommend City Council approval of the Pheasant Trail Plat 1 Final Plat.

Item #4. 1505 NE 36th Street - Talons of Tuscany Clubhouse Site Plan

Motion to approve the site plan for 1505 NE 36th Street, Talons of Tuscany Clubhouse.

Motion by R.Weisheit to approve the recommendations for Consent Agenda Items #1 - #4. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Commissioner A.Renaud arrived at 6:33 p.m.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the August 1, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the August 16, 2022 Plan and Zoning Commission meeting and the July 2022 Building Permit Report.

Commissioner's Reports

G.Hunter congratulated A.Renaud for her reappointment to the Capitol Planning Commission.

MISCELLANEOUS ITEMS

August 15, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Rapp to adjourn the meeting. Meeting adjourned at 6:35 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 ZBOA Minutes 2022-06-07

Meeting Minutes

Zoning Board of Adjustment

Tuesday, June 7, 2022
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

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

ROLL CALL

Members present: Matt Ott, Kristi Tomlinson, Nichole Sungren and Brett Walker. Absent: Jeff Baxter. Staff present: E.Jensen, E.Carstens, D.Silverthorn, J.Heil, L.Hutzell, B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE MAY 3, REGULAR MEETINGS

Motion by M.Ott to approve the May 3, 2022 meeting minutes as submitted. Second by K.Tomlinson. Motion carried 3 – 0 – 1 (Abstain: N.Sungren).

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#21-06 (2022)

El Molcajete Mexican Restaurant & Cantina
for property located at
301 East 1st Street
Lot 5 & -EX E 75F- Lot 6 NAPA Manor
RE: Special Use Permit

Chair M.Ott opened the public hearing.

Associate Planner Jake Heil read the Applicant's statement to the Board. The statement read as follows:

The applicant is requesting a permit to comply with Ankeny Municipal Code Chapter 44, Noise control for an outdoor serve area with hours of operation from 11:00 a.m. – 10:30 p.m., 7 days a week, with seating for 8 tables up to 34 chairs, with amplified sound utilized solely to provide light background music. The variance is being requested for the business entity "El Molcajete Restaurant" located at 301 E 1st Street in Ankeny, Iowa 50021. We appreciate your consideration and time. Sincerely, Abraham Murguia.

There were no questions from the Board.

J.Heil reported El Molcajete Restaurant and Cantina located at 301 East 1st Street is requesting a Special Use Permit to allow alcohol to be served and a speaker for sound on their proposed outdoor patio. He said that the patio was installed approximately one year ago and the property is zoned C-1, Neighborhood Retail Commercial District. J.Heil stated that the subject property is within 500 feet of residentially zoned property, with properties directly to the north and south of the subject property zoned R-1, One-Family Residential District. He commented that 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. J.Heil presented a drawing showing the patio's location on the north side of the building, in-front of El Molcajete Restaurant and Cantina, and along E 1st Street. The drawing submitted shows a patio area with seven tables and seats for 28 patrons. There is a 36-inch fence that surrounds the patio. He stated that the original request was for seating of 28 patrons and the applicant is now asking for seating up to 34 people with their renewal, which is the only change from their original request. Staff confirmed that there is ample parking to accommodate the additional table and was informed by City Police and Fire that there have been no complaints or issues since the patio was installed. The staff position for the request of a

Special Use Permit for an outdoor service area for El Molcajete Restaurant and Cantina is to recommend approval by the Board of Adjustment with the following conditions:

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. Seating on the patio for 34 persons.
3. Hours of operation 11:00 a.m. to 10:30 p.m. daily.
4. This Special Use Permit may be reviewed annually by staff for approval.

The Board had no questions.

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 N.Sungren. All voted aye. Motion carried 4 – 0.

The Board had no concerns.

Board Action on Filing #21-06 (2022) property located at 301 East 1st Street

Motion by B.Walker that the Zoning Board of Adjustment grant a Special Use Permit for an outdoor service area in accordance with Sections 130.07 and 196.02 (1) (I) to El Molcajete Mexican Restaurant and Cantina at 301 E 1st Street, to run concurrently and terminate with a 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. Seating on the patio for 34 persons.
3. Hours of operation 11:00 a.m. to 10:30 p.m. daily.
4. This Special Use Permit may be reviewed annually by staff for approval.

Second by M.Ott. All voted aye. Motion carried. 4 – 0.

#22-09

Rodney Knox

for property located at

809 NE Vail Court

Lot 22, Fountain View Estates Plat 3

RE: Variance - Rear Yard Setback

Chair M.Ott opened the public hearing.

Rodney Knox, 413 SW Cherry Street, said they are proposing to place an addition on the back side of their home. He said the angle of their property lines along with where the home is placed on the lot, the addition would be encroaching 2.9-feet into the rear yard setback. He asked the Board to consider granting the variance for the addition.

There were no questions from the Board.

L.Hutzell reported the variance request is for property located at 809 NE Vail Court located within the Fountain View Estates development located in the NE quadrant of Ankeny. She said the subject property, along with neighboring properties are zoned R-1, One-Family Residence District. L.Hutzell stated the applicant is proposing to remove the existing deck and construct a 348 square foot four seasons porch at the rear of the home. She said the four seasons porch will encroach into the 35-foot rear yard setback approximately 1.6 feet at the rear, east most corner, and 2.9 feet at the rear southeast most corner. She explained that after review, Staff determined that asking for one variance for the larger of the two at 2.9-feet is a more appropriate request as it encompasses the entirety of this project. She stated that since the proposed porch will be enclosed and connected to the primary residence on the site, the structure will need to adhere to the building setback requirements of the Code; and

should the 2.9-foot variance for the four seasons porch be granted, a 32-foot 1-inch setback will be the resulting rear yard setback. L.Hutzell noted that the lot is somewhat unique, the rear property lines back up to a trail and pond, and the property sits on a cul-de-sac. Staff has not received any correspondence from any neighboring property owners regarding the request. Staff's position is to grant a variance to Ankeny Municipal Code Section 192.04(3)(E) to allow a 32-foot 1-inch rear yard setback for the construction of a four seasons porch at 809 NE Vail Ct, subject to the applicant acquiring all necessary building permits. Staff's position is based on a determination that the decreased rear yard setback from the resulting four seasons porch would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

There were no questions from 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 K.Tomlinson. All voted aye. Motion carried 4 – 0.

The Board had no concerns.

Board Action on Filing #22-09 for property located at 809 NE Vail Court

Motion by K.Tomlinson that the Zoning Board of Adjustment grant a 2.9-foot variance to Ankeny Municipal Code Chapter 192.04(3)(E), allowing a 32.1-foot rear yard setback for the construction of a four seasons porch at 809 NE Vail Court. The Board's position is based on a determination that the variance would adequately safeguard the health, safety, and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried. 4 – 0.

#22-10

Screenbuilders

for property located at

2514 NW Abilene Road

Lot 25, Centennial Pointe West Plat 3

RE: Variance - Rear Yard Setback

Chair M.Ott opened the public hearing.

Dave Brunell, 2514 NW Abilene Road said that they are proposing to build a four seasons room on the back of their home, which would replace their existing deck. They would like the Board's consideration on their 2'6" variance request.

There were no questions from the Board.

D.Silverthorn reported that the appellant is requesting a variance to the minimum required rear yard setback of 35-feet within an R-2 zoning district, in order to enclose the existing deck creating an addition to the house for property located at 2514 NW Abilene Road. He stated that the proposed addition would encroach 2'6" into the minimum required 35-foot rear yard setback, resulting in a 32'6" rear yard setback. He said all the surrounding properties are also zoned R-2. He presented the current zoning map and an aerial map showing the subject property. D.Silverthorn stated that the house is set back from the rear property line approximately 44 feet, and the existing deck, including the staircase, projects 7'6" into the minimum required 35-foot rear yard setback, which is allowed by code. He noted that the property is surrounded by single-family residences to the north and south and the rear property line abuts a stormwater detention pond. He explained that the property currently provides a 9'8" setback from the closest point of the house to the southern property line, and a 7'6" setback from the closest point of the deck to the southern property line. He stated the proposed building addition, if approved, would result in a 7'6" setback from the southern property line, which would provide a minimum side yard setback of 7 feet, and a total side yard setback of 15 feet from the north and south property lines, as required in the R-2 zoning district. The neighboring house to the south, closest to the proposed building addition, is currently located 19 feet from the subject house, and, if approved, the proposed building addition would provide 18 feet of separation between the

two. He further said the appellant is also proposing to construct a new deck, which will be located along the rear of the existing home and north of the proposed building addition. Staff has not received any correspondence from any neighboring property owners regarding the request. Staff's position for this request is that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 192.04.3.E, allowing a 32'6" rear yard setback for the property located at 2514 NW Abilene Road. This position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

There were no questions from 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 B.Walker. All voted aye. Motion carried 4 – 0.

K.Tomlinson commented that the addition seems too close to the neighbor's home to the south, but if it is allowed by Code she has no concern. M.Ott agreed. There were no further questions from the Board.

Board Action on Filing #22-10 for property located at 2514 NW Abilene Road

Motion by M.Ott that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 192.04.3.E, allowing a 32'6" rear yard setback for the property located at 2514 NW Abilene Road. The Board's position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by B.Walker. All voted aye. Motion carried. 4 – 0.

NEW BUSINESS

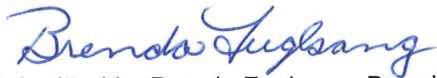
There was no new business.

REPORTS

Renewed Special Use Permits

#16-16 Guadalajara Mexican Restaurant - 202 SE Delaware Avenue

There being no further business, the meeting adjourned at 5:28 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of June 21, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 ZBOA Minutes 2022-06-21

Meeting Minutes

Zoning Board of Adjustment

Tuesday, June 21, 2022
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Vice Chair Jeff Baxter called the June 21, 2022 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Kristi Tomlinson, and Brett Walker. Absent: Matt Ott and Nichole Sungren. Staff present: E.Jensen, E.Carstens, D.Silverthorn, B.Morrissey, B.Fuglsang.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE JUNE 7, 2022 REGULAR MEETINGS

Vice Chair J.Baxter tabled the June 7, 2022 regular meeting minutes until the next Zoning Board of Adjustment meeting due to not having a quorum for the vote.

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#22-11 Polk County Aviation Authority
for property located at
3700 SE Convenience Boulevard
S 1/2 NE 1/4 SEC 30-80-23
RE: Variance - Side Yard Setback

Vice Chair J.Baxter opened the public hearing.

Paul Moritz, Airport Board Manager for the Polk County Aviation Authority, Ankeny Regional Airport, 410 W 1st Street, stated that the Airport Capital Improvements Plan provides for the development of a new row of box hangars on the north end of the airport and he said there is a huge need for box hangars at the airport. He explained that they have worked with the FFA on a preliminary layout and a plan on how to get seven box hangars to fit on the property along the north taxi lane. He noted that the proposed hangars are approximately 50-feet wide and 42-feet deep. He said that the current zoning setback for this property is 50-feet; and to make the project work, they would need to build the hangars 40-feet from the north property line, which is their reason for requesting the variance. Paul Moritz commented that he contacted Tom Phillips, President of SPAL USA, Inc. about their variance request and after some discussions, President Tom Phillips provided a letter of support. He said he would appreciate the Board's consideration of their request and would answer any questions they may have.

There were no questions from the Board.

D.Silverthorn reported the Polk County Aviation Authority is requesting a variance to the minimum required side yard setback of 50 feet within the U-1, Conservation and Public Utility District, in order to construct a new row of box hangars at the north end of the Ankeny Regional Airport. The proposed hangars would encroach 10 feet into the minimum required 50-foot side yard setback, resulting in a 40-foot side yard setback. The property is zoned U-1, Conservation and Public Utility District, as is additional airport property to the south. Other surrounding properties to the north are zoned R-1, One-Family Residence District, and M-1, Light Industrial District; while properties to the west are also zoned M-1, Light Industrial District. He further noted that the property to the east is currently undergoing annexation into the City of Ankeny, and, if approved, would be zoned R-1, One-Family Residence District by default.

D.Silverthorn stated that Chapter 192.16 of the Ankeny Municipal Code states that the U-1 zoning district "... is intended to provide for the development of major public utility facilities where required to serve the needs of the community." He noted that the Ankeny Regional Airport has had numerous expansions as the community, metro, and aviation demand has grown since its inception that have made it the third-busiest airport in the state, as well as the designated reliever airport for Des Moines International. He said there is a waiting list for hangar space so there is a demonstrated need to fulfill the needs of the community. D.Silverthorn explained the bulk regulations within the U-1 and M-1 zoning districts. He presented a site plan drawing of the neighboring SPAL property, which represented future warehouse and hangar space. D.Silverthorn stated that if SPAL would proceed to expand in the future, and this variance request is approved, there would be a total of 80 feet of separation between the two structures. Staff finds that it is sufficient for this purpose and this would be more than what is normally provided within the surrounding M-1 zoning districts. The staff position for this request is that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 192.16.3.B, allowing a 40-foot side yard setback for the property located at 3700 SE Convenience Boulevard. This position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

J.Baxter asked staff that if SPAL came back with a new site plan showing the new addition located right up to the property line, which he understands is allowed in an M-1 zoning district; and this variance request is approved allowing the 40-foot side yard setback, would the 40 feet setback be sufficient. D.Silverthorn said it would be allowed for this purpose. With an adjacent M-1 district, they both could be butted up to the property line as long as they meet fire resistant control measures.

The Board had no further questions.

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

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

The Board had no concerns.

Board Action on Filing #22-11 property located at 3700 SE Convenience Boulevard

Motion by K.Tomlinson that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Chapter 192.16.3.B, allowing a 40-foot side yard setback for the property located at 3700 SE Convenience Boulevard. The Board's position is based on a determination that the variance would adequately safeguard the health, safety and welfare of the occupants of adjoining and surrounding property, would not impair an adequate supply of light and air to adjacent property, would not increase public danger of fire or endanger the public safety, and would not diminish or impair established property values in the surrounding area; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by B.Walker. All voted aye. Motion carried. 3 – 0.

#22-12 Nicholas Blocker

for property located at

2212 NW Abilene Road

Lot 38, Centennial Pointe West Plat 3

RE: Variance - Rear Yard Setback

Vice Chair J.Baxter opened the public hearing.

Nicholas Blocker, 2212 NW Abilene Road, stated that their request is for a 10-foot 8-inch variance to add a roof over their existing deck. He said their plan is to replace the existing deck with composite and add a roof over the deck. He shared that by adding the roof, they would be encroaching 10-feet 8-inches into the 35-foot rear yard setback. He asked the Board for consideration on his request.

There were no questions from the Board.

B.Morrissey reported that the subject property is located at 2212 NW Abilene Road, generally north of NW 18th Street and west of Ankeny Centennial High School in the northwest quadrant of Ankeny. He stated the property is zoned R-2, One-Family & Two-Family Residence District, as is the neighboring properties. He said the unenclosed existing deck is approximately 144 square-feet, on the west side of the home and it backs up to the rear property line. He explained that the existing deck extends approximately 10-feet 8-inches into the 35-foot rear yard setback; however, this is allowed by Code as unenclosed decks are allowed to extend up to 12 feet into the rear yard setback. B.Morrissey noted that because the property owners are proposing to cover the deck, the enclosed structure will need to adhere to the building setback requirements of the Code. He said should the variance for the covered deck be granted, a 24-foot 4-inch setback will be the resulting rear yard setback for the subject property. He commented that the lot backs up to a detention pond and leaves approximately 200 feet between the deck and the neighboring properties on the west side of the detention pond. Staff does not feel that this would be an issue for the neighboring properties on the west side of the detention pond due to the distance. He said staff has not received any correspondence from neighboring property owners. The staff position is to grant a variance to Ankeny Municipal Code Section 192.04(3)(E) to allow a 24-foot 4-inch rear yard setback for the construction of a covered deck at 2212 NW Abilene Road, subject to the applicant acquiring all necessary building permits. Staff's position is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

There were no questions from the Board.

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

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

The Board had no concerns.

Board Action on Filing #22-12 for property located at 2212 NW Abilene Road

Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.04(3)(E) to allow a 24-foot 4-inch rear yard setback for the construction of a covered deck at 2212 NW Abilene Road, subject to the applicant acquiring all necessary building permits. The Board's position is based on a determination that the decreased rear yard setback from the resulting covered deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by B.Walker. All voted aye. Motion carried. 4 – 0.

NEW BUSINESS

There was no new business.

REPORTS

Renewed Special Use Permits

#20-07 Tavern 180 – 1975 N Ankeny Blvd. Suite 117

There being no further business, the meeting adjourned at 5:21 p.m.



Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Maria Bonita Tienda Mexicana Inc., d/b/a Maria Bonita Tienda Mexicana, 502 N Ankeny Blvd. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective September 16, 2022.

2. Hy-Vee, Inc., d/b/a Hy-Vee Tasting Room, 2510 SW State St. - Class C Liquor License (LC) includes

Catering, Sunday Sales (Renewal) - Effective September 24, 2022.

3. Hy-Vee, Inc., d/b/a Hy-Vee Fast and Fresh #2, 1710 SW Oralabor Rd. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective September 24, 2022.

4. Ankeny Golf & Country Club, d/b/a Ankeny Golf & Country Club, 314 SW Irvinedale Dr. - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective October 1, 2022.

5. Amigos Mexican Grill Corp, d/b/a Amigos Mexican Grill, 502 N Ankeny Blvd, Ste. 5 - Class C Liquor License (LC) (Renewal) - Effective October 1, 2022.

6. Firetrucker, LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St., St. - Class C Liquor License (LC) Extended Outdoor Service - Event September 17, 2022.

7. Mistress Brewing Co. LLC, d/b/a Mistress Brewing Co., 1802 N Ankeny Blvd. Ste. 108 - Class B Beer Permit (BB) Extended Outdoor Service - Event September 17, 2022.

8. Bravim Mart Incorp., d/b/a Bravim Mart Incorp., 121 N Ankeny Blvd - Class E Liquor License (LE) includes Sunday Sales (NEW) - Tentatively Effective September 7, 2022.

9. Apres Bar Co LLC, d/b/a Apres Bar Co., 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Liquor License (LC) 5 Day Liquor License - Event September 23, 2022.

10. Whiskey River On Vintage, Inc., d/b/a Whiskey River, 1350 SW Vintage Pkwy - Class C Liquor License (LC) includes Catering, Outdoor Service, Sunday Sales (Renewal) - Effective September 15, 2022. PENDING DRAM ENDORSEMENT.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$11,500.00 with Snyder & Associates, Inc., for additional engineering services on the Cherry Glen Ballfield Improvements due to additional trail improvements.

EXECUTIVE SUMMARY:

The scope of the professional services and the corresponding fees are shown in the attached Amendment #1 to the Professional Services Agreement. Eight foot trail added was added to the project along Highway 415 and five foot sidewalk was added along NW 18th Street.

A copy of the original Professional Services Agreement, approved February 28, 2022 are attached for reference.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates in the amount of \$11,500.00 for the Cherry Glen Ballfield Improvements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Services Agreement

EXHIBIT A
CHANGE ORDER NO. 1
SCOPE OF SERVICES
CITY OF ANKENY
CHERRY GLEN PARK – BALLFIELD IMPROVEMENTS
Project No. 122.0224.01
July 28, 2022

I. TOPOGRAPHY SURVEY

- A. Topography Survey - To provide topographic survey of the project site. This work includes providing a CADD terrain model with one-foot contour intervals, spot elevations, utilities located in the field, and existing individual trees of 6-inch caliper or greater. Subsurface Utility Engineering (SUE) survey is not included in this scope.
- B. The Client shall provide all necessary information as may be desired regarding any existing easements or land covenants which affect the property. Title searches for the property are not included within this Scope of Services.

FEES FOR SERVICES.....HOURLY, NOT TO EXCEED \$5,000

II. CONSTRUCTION DOCUMENTS

- A. Prepare a site layout plan showing the location of proposed trail improvements. Includes dimensions, construction notes and pertinent details for PCC trail.
- B. Prepare a grading, showing spot elevations, contours, and erosion control measures.
- C. Prepare storm sewer and pollution prevention plan (SWPPP).
- D. Updated opinion of probable construction costs for associated improvements.
- E. Prepare technical specifications for proposed site improvements.
- F. Submit plans to the City for their review and comment. Revise plans based on City comments.
- G. Meetings and Coordination: To attend meeting with the Client and others. Herein are one (1) meeting; additional meetings to be on an hourly basis.
- H. Incorporate Client front end documents into bid documents.

FEES FOR SERVICESHOURLY, NOT EXCEED \$5,000

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 1

To: **Snyder & Associates, Inc.**
2727 SW Snyder Boulevard
Ankeny, Iowa 50023

Attn: Clay Schneckloth
Phone: 515.964.2020
Fax: 515.964.7938

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

Client: City of Ankeny	
Project Name: Cherry Glen Park - Ballfield Development	
S&A Project Number: 122.0224.01	Original Agreement Date: 2/8/2022

DESCRIPTION OF ADDITIONAL SERVICES:

See attached Exhibit A.

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

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

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

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized signature)

By: Donald P. Marner
BUSINESS UNIT LEADER
(Authorized signature)

(Print Name)

Donald P. Marner
(Print Name)

Date: _____

Date: JULY 29, 2022

Route executed to: CRS

III. CONSTRUCTION ADMINISTRATION

- A. Review shop drawings.
- B. Attend construction meeting with the Contractor and Client. Two (2) construction meeting are included. Construction site visits will be conducted on a periodic basis as required by construction activities. These visits will coincide with subgrade preparation, proof roll, and pavement installation. Three (3) site visits are included.
- C. Review pay applications and address requests for additional information.
- D. Conduct a final review of the project, prepare a final list of construction items and provide a recommendation at the completion of work

FEES FOR SERVICES.....HOURLY, NOT TO EXCEED \$1,500



February 8, 2022

Nick Lenox, Parks & Recreation Director
City of Ankeny
220 W. First Street
Ankeny, IA 50023

RE: PROFESSIONAL SERVICES AGREEMENT
CHERRY GLEN PARK – BALLFIELD DEVELOPMENT
ANKENY, IOWA

Dear Nick:

Herein is an Agreement Form with our understanding for a Scope of Services, as requested. We trust you will find the Scope self-explanatory, however, we are flexible to your needs and are willing to discuss the Scope for mutual agreement.

Please review and provide an authorized signature of the Agreement and return a copy for our files. We are prepared to start upon receipt of the executed agreement.

Thank you.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Clay Schneckloth'.

Clay Schneckloth, PLA

CRS/dmb

Enclosures



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS ____ day of _____, 2022, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa

(hereinafter, Client) do hereby agree as follows:

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

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

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

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

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit D Project Site

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

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

CITY OF ANKENY, IOWA (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: _____
(Authorized agent)

By: Donald P. Marnier
(Authorized agent)

(Printed or typed signature)

DONALD MARNIER
(Printed or typed signature)

Route executed copy to: CRS

EXHIBIT A

CHERRY GLEN PARK - BALLFIELD DEVELOPMENT
ANKENY, IOWA

CLIENT: CITY OF ANKENY
220 W. FIRST STREET
ANKENY, IOWA 50023
ATTN: NICK LENOX

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

PROJECT: TO PROVIDE CONSTRUCTION AND BIDDING DOCUMENTS FOR
A NEW LITTLE LEAGUE BASEBALL FIELD AND PARKING LOT
AT CHERRY GLEN LOCATED IN ANKENY, IOWA.

DATE: FEBRUARY 8, 2022

SCOPE OF SERVICES:

I. TOPOGRAPHY SURVEY

- A. Topography Survey - To provide topographic survey of the project site. This work includes providing a CADD terrain model with one-foot contour intervals, spot elevations, utilities located in the field, and existing individual trees of 6-inch caliper or greater. Subsurface Utility Engineering (SUE) survey is not included in this scope.
- B. The Client shall provide all necessary information as may be desired regarding any existing easements or land covenants which affect the property. Title searches for the property are not included within this Scope of Services.

FEES FOR SERVICESHOURLY, NOT TO EXCEED \$4,000

II. PRELIMINARY DESIGN

- A. Conduct an on-site assessment of the existing site features associated with the baseball field and parking lot. Includes meeting with staff to further understand project needs.
- B. Prepare preliminary design showing new baseball field, infield surfacing, backstop, dugouts, bleacher location, pitcher's mound and bases, batting cages, parking lot, sidewalk locations and open shelter location.
- C. Prepare preliminary design of a proposed field and parking sub-drain system and grading plan.
- D. Prepare a preliminary opinion of construction costs for the proposed improvements.

- E. Meetings and Coordination: To attend meetings with the Client and others.
Herein are two (2) meetings; additional meetings to be on an hourly basis.

FEES FOR SERVICESHOURLY, NOT TO EXCEED \$9,500

III. CONSTRUCTION DOCUMENTS

- A. Prepare a site layout plan showing the location of proposed improvements.
Includes dimensions, construction notes and pertinent details for site elements such as backstop, infield surfacing, pitcher's mound, bases, fencing, batting cages, pavements and open shelter.
- B. Prepare a grading, showing spot elevations, contours, and erosion control measures.
- C. Prepare Storm sewer and pollution prevention plan (SWPPP).
- D. Updated opinion of probable construction costs for associated improvements.
- E. Prepare technical specifications for proposed site improvements.
- F. Submit plans to the City for their review and comment. Revise plans based on City comments.
- G. Meetings and Coordination: To attend meetings with the Client and others.
Herein are three (3) meetings; additional meetings to be on an hourly basis.
- H. Incorporate Client front end documents into bid documents.

FEES FOR SERVICESHOURLY, NOT EXCEED \$23,000

IV. BIDDING ASSISTANCE

- A. Preparation of the project manual, including bid form, form of contract, instruction to bidders and general conditions.
- B. Distribution of construction documents electronically to potential bidders.
- C. Address bidder questions. Preparation of addenda, if required.
- D. Attend bid opening to assist the Client in receiving bids. Prepare a bid tabulation and recommendation.

FEE FOR SERVICESHOURLY, NOT TO EXCEED \$ 3,000

V. CONSTRUCTION ADMINISTRATION

- A. Attend a pre-construction meeting to review sequence of work, schedule and general construction information.
- B. Review shop drawings.
- C. Attend construction meeting with the Contractor and Client. Five (5) construction meeting are included. Construction site visits will be conducted on a periodic basis as required by construction activities. These visits will coincide with utility installations, subgrade preparation, ballfield improvements, and pavement installation. Four (4) site visits are included.

- D. Review pay applications and address requests for additional information.
- E. Conduct a final review of the project, prepare a final list of construction items and provide a recommendation at the completion of work

FEES FOR SERVICES.....HOURLY, NOT TO EXCEED \$6,500

VI. PLANS AND DOCUMENT REVISIONS, MODIFICATIONS, AND CHANGES OF SCOPE

- A. As directed by the Client and/or City requirement for the Engineer to provide plan and document revisions, modifications, and changes of scope.
- B. In the event assistance is requested by the Client, the Engineer will provide services on an hourly basis.
- C. Upon initiation of Additional Services, the Engineer may submit in writing to the Client, a Work Order to be executed by both parties which defines the scope of Additional Services and the corresponding fees for services. Such costs may be based on the currently hourly rates and fixed expenses as outlined in the Engineer's Standard Fee Schedule.

FEES FOR SERVICES..... To be hourly plus
expenses as per attached
Standard Fee Schedule

VII. ADDITIONAL SERVICES

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

- 1. Submittal fees to any and all regulatory agencies.
- 2. Soil borings and geotechnical investigation.
- 3. Easement and/or legal documents.
- 4. Client requested major revisions.
- 5. Color presentation drawings.
- 6. Variance or rezoning petitions.
- 7. Architectural, electrical, mechanical, or structural design.
- 8. Construction staking.
- 9. Public improvement/ public construction documents.
- 10. Additional meetings.
- 11. Earthwork volume and/or site earthwork balance.

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

EXHIBIT C

SNYDER & ASSOCIATES, INC.
2022-23
STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$229.00	/hour
Principal I	\$217.00	/hour
Senior	\$198.00	/hour
VIII	\$181.00	/hour
VII	\$172.00	/hour
VI	\$163.00	/hour
V	\$152.00	/hour
IV	\$141.00	/hour
III	\$129.00	/hour
II	\$116.00	/hour
I	\$103.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$138.00	/hour
Senior	\$132.00	/hour
VIII	\$123.00	/hour
VII	\$113.00	/hour
VI	\$102.00	/hour
V	\$92.00	/hour
IV	\$83.00	/hour
III	\$75.00	/hour
II	\$69.00	/hour
I	\$60.00	/hour
Administrative		
II	\$71.00	/hour
I	\$58.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment #1 to Professional Services Agreement increasing the contract amount by \$10,000.00 with Snyder & Associates, Inc. for additional engineering services for the 2021 Pavement Management Study and Master Plan.

EXECUTIVE SUMMARY:

Snyder & Associates, Inc. has requested compensation for additional engineering services in order to complete the remaining work on the 2021 Pavement Management Study and Master Plan. The Public Works Department proposes to accept this request, due to the extra work surrounding the incorporation of the recently received State of Iowa's 2021 Pavement Condition Index (PCI) data into the City's Study and Plan, and development of a revised prioritized projects list reflecting this new data. Other reasons include incorporating revised cost opinions due to higher inflation rates within the construction industry in order to produce an updated list of projects that are more reflective of the new data and higher costs.

The scope of the additional engineering services and the corresponding fees are shown in the attached Amendment #1 to the Professional Services Agreement. A copy of the original Professional Services

Agreement, approved August 17, 2020, is also attached for reference.

The fee for the additional engineering services is \$10,000.00. The original Professional Services Agreement for the engineering services is \$97,790.00. Adding Amendment #1 to the Professional Services Agreement increases the total contract amount to \$107,790.00.

It is recommended that the City Council approve Amendment #1 to the Professional Services Agreement with Snyder & Associates, Inc. in the amount of \$10,000.00 for additional engineering services for the 2021 Pavement Management Study and Master Plan.

FISCAL IMPACT: Yes

The Pavement Management Study and Master Plan was included in the City's annual operating budget for the engineering services to be completed in Fiscal Year 2021. The City budgeted \$100,000.00 for the 2021 Pavement Management Study and Master Plan. Snyder & Associates, Inc. has expended \$94,185.25 of their original Agreement of \$97,790.00 during Fiscal Years 2021 and 2022. Approval of Amendment #1 would bring the total value of the Professional Services Agreement to \$107,790.00. The additional \$10,000.00 included with Amendment #1 would be included as a Supplemental Budget Request for Fiscal Year 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by \$10,000.00 with Snyder & Associates, Inc. for additional engineering services for the 2021 Pavement Management Study and Master Plan.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

August 17, 2020: City Council approved the Professional Services Agreement in the amount of \$97,790.00 with Snyder & Associates, Inc. for engineering services for the 2021 Pavement Management Study and Master Plan.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment No. 1
 Professional Services Agreement

AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
2021 PAVEMENT MANAGEMENT STUDY AND MASTER PLAN

I. SCOPE OF WORK

Amend the following paragraphs:

A. GENERAL

The overall construction PROJECT is described below.

3. The PROJECT includes studying the Pavement constructed by both Capital Improvement Program (CIP) projects and Private Development (Developer) projects, and it will utilize pavement condition data obtained from the Iowa Pavement Management Program (IPMP) in 2021 along with field reviews performed by the PROFESSIONAL.
5. The PROJECT includes:
 - Development of a prioritized ten (10) year projects master plan for use in preparing the City's CIP and based on the budget within the 2022-2026 CIP.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

3. PAVEMENT MANAGEMENT STUDY AND MASTER PLAN

The PROFESSIONAL shall perform professional services including:

- a. Desktop Evaluations
 - iii. Reviewing the 2019 CityPCI data and 2021 CityPCI data provided by IPMP;
- c. Analysis
 - iii. Conversion of 2021 IPMP condition data to XML file for import to PAVER for all studied pavements;
 - iv. Development and execution of the pavement management program utilizing PAVER including the establishment of pavement condition thresholds, improvement treatments, treatment unit costs based on 2022 data, and budget scenarios to maintain the network

condition or improve the network condition to an established PCI goal;

II. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

	Base
1. Desktop Evaluations	\$15,106
2. Field Evaluations	\$21,952
3. Analysis	\$10,152
4. Recommendations	\$19,384
5. Deliverables	\$31,196
6. Amendment No. 1	<u>\$10,000</u>
7. Total	\$107,790

Billings shall include sufficient documentation to explain the charges. All billings shall be accompanied by a Billings Information Report on a form provided to the PROFESSIONAL by the CLIENT.

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment.
IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this ____ day of _____, 20____.

ATTEST:

CITY OF ANKENY, POLK COUNTY, IOWA

Michelle Yuska
City Clerk, City of Ankeny

By _____
Mark E. Holm, Mayor

ATTEST:

SNYDER & ASSOCIATES, INC.

Melvin Wallace

By Mark A. Land
Mark A. Land, P.E., CFM



STANDARD PROFESSIONAL SERVICES AGREEMENT (Long Form-modified)

NOW ON THIS 17th day of August, 2020, **Snyder & Associates, Inc.**,
2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and
City of Ankeny, Iowa

(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: 2021 Pavement Management Study and Master Plan
2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.
 - 3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.
 - 3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.
 - 3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
 - 4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

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

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

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

11.1. With regard to the professional services performed and to be performed hereunder by or through the Professional, Professional agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Professional's negligent acts, errors or omissions, or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Professional or of consultants, subconsultants or anyone for whom the Professional is responsible under this agreement. The Professional shall have no duty to defend but shall reimburse defense costs to the same extent as the overall indemnity obligations herein. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Client or Client's agents, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons and/or entities.

11.2. With regard to any acts or omissions of the Professional in connection with this Agreement which do not comprise professional services, the Professional further agrees to indemnify, defend and hold harmless the Client from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Professional, its consultants or subconsultants or anyone for whom the Professional is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Professional (which is covered by subparagraph 11.1 above).

11.3. To the fullest extent permitted by law, the Client agrees to indemnify and hold Professional harmless from any loss, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's willful misconduct or negligent acts, errors or omissions.

11.4. Neither Client nor Professional shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or willful misconduct or for the negligence or willful misconduct of others.

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

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

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

- 13.1. Under no circumstances shall the transfer of said instruments of service be deemed a sale by the Professional, and the Professional makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the Professional's copyrights in any of the foregoing, full ownership of which shall remain with the Professional, absent the Professional's express prior written consent.
- 13.2. Should Professional agree to delivery of electronic files to Client, Client agrees, as a condition precedent, to sign Professional's Electronic Media Transfer Agreement prior to said delivery and further agrees that such delivery is for convenience, not reliance by the receiving party.
- 13.3. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Professional and the electronic files, the signed or sealed hard-copy construction documents shall govern.
- 13.4. The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer any of the delivered electronic files to others without the prior written consent of the Professional. The Client further agrees to waive all claims against the Professional resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Professional.
14. **CERTIFICATIONS, GUARANTEES AND WARRANTIES:** The Professional shall not be required to sign any documents, no matter by whom requested, that would result in the Professional's having to certify, guarantee or warrant the existence of conditions whose existence the Professional cannot ascertain or in the sole judgment of the Professional, increase the Professional's risk or the availability or cost of its professional or general liability insurance. The Client also agrees not to make resolution of any dispute with the Professional or payment of any amount due to the Professional in any way contingent upon the Professional signing any such certification.
15. **RIGHT TO RETAIN SUBCONSULTANTS:** The Professional may engage the services of any professional as a subconsultant when, in the Professionals' sole opinion, it is appropriate to do so. Such subconsultants may include both general and specialized professional services deemed necessary by the Professional to carry out the scope of the Professional's services. Professional shall not be required by the Client to retain any subconsultant not fully acceptable to the Professional.
16. **SUSPENSION OF SERVICES:** If the Project or the Professional's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Professional shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Professional for expenses incurred as a result of the suspension and resumption of its services, and the Professional's schedule and fees for the remainder of the Project shall be equitably adjusted.
 - 16.1. If the Professional's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Professional may terminate this Agreement upon giving not less than seven (7) calendar days' written notice to the Client.
 - 16.2. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Professional may suspend performance of services upon seven (7) calendar days' notice to the Client. The Professional shall have no liability to the Client, and the Client agrees to make no claim for any delay

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **THIRD-PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Professional. The Professional's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Professional because of this Agreement or the performance or nonperformance of services hereunder.

20. **ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Professional as a generally accepted business practice, shall not be considered an assignment or sublet for purposes of this Agreement (See paragraph 15 above).

21. **SEVERABILITY AND SURVIVAL:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement and the following Exhibits which are incorporated by this reference and made a part of this Agreement:

Exhibit A Scope of Services

Exhibit C Standard Fee Schedule

Exhibit B Insurance Requirements

Exhibit

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

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

CITY OF ANKENY, IOWA _____ (Client)

By: *Gary Lorenz*
(Authorized agent)
Gary Lorenz, Mayor
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: Mark A. Land
(Authorized agent)
Mark A. Land, P.E., CFM
(Printed or typed signature)

Digitally signed by Mark A. Land
DN: cn=Mark A. Land, o=Snyder & Associates, Inc.,
ou, email=maland@snyder-associates.com, c=US
Date: 2020.08.10 10:35:46 -05'00'

Route executed copy to:

EXHIBIT A – SCOPE OF SERVICES**2021 PAVEMENT MANAGEMENT STUDY AND MASTER PLAN****I. SCOPE OF WORK****A. GENERAL**

The PROFESSIONAL shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as follows:

1. The PROJECT includes the completion of a pavement management study and master plan for all arterial and collector roadways within the City of Ankeny. (Refer to Attachment: City of Ankeny Arterial and Collector Streets from the City of Ankeny's Request for Qualification dated June 11, 2020.) The PROJECT also includes approximately one dozen local streets with known pavement deficiencies.
2. The PROJECT includes evaluation of the roadway pavements, determination of the pavement deficiencies, recommendations for pavement improvements, and recommended revisions to the City's design standards and construction specifications for new pavement.
3. The PROJECT includes studying the Pavement constructed by both Capital Improvement Program (CIP) projects and Private Development (Developer) projects, and it will utilize pavement condition data obtained from the Iowa Pavement Management Program (IPMP) in 2019 along with field reviews performed by the PROFESSIONAL.
4. The PROJECT will identify, prioritize, and provide planning level cost opinions for CIP projects necessary to maintain and improve the Pavement and the City's Pavement Condition Index (CityPCI). (Refer to Attachment B: City of Ankeny 2019 IPMP CityPCI Data from the City of Ankeny's Request for Qualification dated June 11, 2020.)
5. The PROJECT includes:
 - Evaluation of existing Pavement conditions using available data and field observations.
 - Prioritization of future short-term and long-term Pavement repair, rehabilitation, and reconstruction projects.
 - Development of a prioritized ten (10) year projects master plan for use in preparing the City's CIP.
 - Estimation of required annual resources to maintain the current CityPCI.

- Estimation of required annual resources to improve the current CityPCI to a desired level and maintain it.
 - Recommendations for improvements to the City's current pavement management program and the design standards and construction specifications for CIP and Developer projects.
6. The PROJECT deliverables will include: GIS web-based application and associated mapping, ten (10) hard copies of the final report, electronic copy of final report, and PAVER pavement management database.
 7. The PROFESSIONAL will complete professional services as defined in Article I.B, for the proposed PROJECT.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows:

1. PROJECT ADMINISTRATION AND COORDINATION
 - a. Monthly progress reports.
 - b. Monthly billing reports.
 - c. Project coordination for engineering and coordination with the CLIENT, as needed.
 - d. Project design review with the CLIENT, as needed.
 - e. Meetings with the CLIENT to review the project study and project schedule.
2. SURVEY AND BASE DRAWINGS – NOT APPLICABLE
3. PAVEMENT MANAGEMENT STUDY AND MASTER PLAN

The PROFESSIONAL shall perform professional services including:

- a. Desktop Evaluations – This task will involve a records review including:
 - i. Reviewing historical data including, but not limited to, existing record drawings of the City's arterial and collector streets;
 - ii. Reviewing the 2008 Pavement Management Study;
 - iii. Reviewing the 2019 CityPCI data provided by IPMP;
 - iv. Development of a matrix to determine pavement improvement priorities including traffic/classification, PCI, material related distress, pavement age, and pavement area;

- v. Coordination with City GIS and utilization of IPMP pavement condition data and shapefiles for GIS; data structure will be determined by the City of Ankeny;
 - vi. Compiling and reviewing the City's current Pavement repair, rehabilitation, and reconstruction methods, design standards, construction specifications, and related data; and
 - vii. Other items deemed necessary by the City and PROFESSIONAL not listed herein.
- b. Field Evaluations – This task will involve fields reviews including:
- i. Completing a visual assessment of the City's Pavement on arterial and collector streets;
 - ii. Completing a visual assessment of approximately one dozen local streets with known pavement deficiencies;
 - iii. Related field work necessary to further evaluate Pavement in order to determine specific methods for improvement;
 - iv. Possible in-depth, independent review of existing Pavement using pavement cores and/or ground penetrating radar; and
 - v. Other items deemed necessary by the City and PROFESSIONAL not listed herein.
- c. Analysis – This task will involve different types of analysis including:
- i. A review of the data collected, desktop evaluations, and field evaluations to provide a detailed overview of the City's Pavement;
 - ii. Potential adjustment to the CityPCI data provided by IPMP based on field observations;
 - iii. Conversion of IPMP condition data to XML file for import to PAVER for all studied pavements;
 - iv. Development and execution of the pavement management program utilizing PAVER including the establishment of pavement condition thresholds, improvement treatments, treatment unit costs, and budget scenarios to maintain the network condition or improve the network condition to an established PCI goal;
 - v. Completed data will be incorporated into the City's current GIS, creation of data viewer application for desktop and mobile viewing using ArcGIS Online, application will be created using standard ArcGIS Online web application templates, customization will be limited to the capabilities currently available at the time of the work, development of final attribute list for the application pop up window with input from CLIENT, application development and data will take place within the PROFESSIONAL'S ArcGIS Online account if desired;
 - vi. Analysis of the City's Municipal Code, design standards, construction specifications, and current policies regarding Pavement; and

- vii. Other items deemed necessary by the City and PROFESSIONAL not listed herein.
 - d. Recommendations – Based upon the completed analyses and through collaboration with the City, this task will involve providing the following information:
 - i. Specific, prioritized recommendations and associated planning level cost opinions for improving (reconstructing, rehabilitating, repairing), preserving, and/or maintaining the City's Pavement on arterial and collector streets;
 - ii. General recommendations and associated planning level cost opinions for improving (reconstructing, rehabilitating, repairing), preserving, and/or maintaining the City's Pavement on local streets;
 - iii. Pavement maintenance methods and treatments to existing streets;
 - iv. Identified areas where full reconstruction is needed, particularly areas in need of urgent repair due to infrastructure failure;
 - v. Estimation of required annual resources to maintain the current CityPCI;
 - vi. Estimation of required annual resources to improve the current CityPCI to a desired level and maintain it;
 - vii. Any recommended changes to the City's Municipal Code, design standards, construction specifications, and policies regarding Pavement; and
 - viii. Other items deemed necessary by the City and PROFESSIONAL not listed herein.
 - e. Deliverables –
 - i. GIS Mapping
 - ii. Ten (10) hard copies of the final report
 - iii. Electronic copy of the final report
 - iv. PAVER pavement management database

C. ADDITIONAL SERVICES

The PROFESSIONAL shall provide additional services based upon amendment to this agreement. Payment shall be as specified in Article III in Exhibit A of this Agreement.

1. CHANGES IN THE SCOPE OF SERVICES

The CLIENT may request Extra Services from the PROFESSIONAL not included in the Scope of Services as outlined. Extra Services may include, but not be limited to, expanding the scope of the PROJECT and work to be completed; requesting the development of various documents; or requesting

additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the CLIENT on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

2. In-depth study of pavements as determined by CLIENT and PROFESSIONAL including but not limited to pavement cores and soil testing. PROFESSIONAL proposes utilizing Construction Materials Testing as sub-consultant.

II. WORK SCHEDULE

This PROJECT, shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. The milestone schedule is:

- | | |
|---|-------------------------|
| • PSA Approval: | Monday, August 17, 2020 |
| • Project Kickoff Meeting: | September 8, 2020 |
| • Project Update Meeting: | October 2020 |
| • Project Update Meeting: | January 2021 |
| • Draft Report Due: | February 2021 |
| • Project Update Meeting: | April 2021 |
| • Final Report Due / City Council Presentation: | June 2021 |

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

1. Desktop Evaluations	\$15,106
2. Field Evaluations	\$21,952
3. Analysis	\$10,152
4. Recommendations	\$19,384
5. Deliverables	\$31,196
TOTAL	\$97,790

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

Each Accident	\$100,000
Each Employee-Disease	\$100,000
Policy Limit-Disease	\$500,000

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

D) UMBRELLA LIABILITY \$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY

\$ 2,000,000

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

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

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

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY

\$ 2,000,000

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

Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

Exhibit C

Schedule of Rates

SNYDER & ASSOCIATES, INC. 2020-21 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate	
Professional		
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer		
Principal II	\$214.00	/hour
Principal I	\$203.00	/hour
Senior	\$182.00	/hour
VIII	\$169.00	/hour
VII	\$160.00	/hour
VI	\$152.00	/hour
V	\$142.00	/hour
IV	\$132.00	/hour
III	\$120.00	/hour
II	\$109.00	/hour
I	\$96.00	/hour
Technical		
CADD, Survey, Construction Observation		
Lead	\$129.00	/hour
Senior	\$123.00	/hour
VIII	\$115.00	/hour
VII	\$106.00	/hour
VI	\$95.00	/hour
V	\$85.00	/hour
IV	\$78.00	/hour
III	\$66.00	/hour
II	\$58.00	/hour
I	\$50.00	/hour
Administrative		
II	\$66.00	/hour
I	\$54.00	/hour
Reimbursables		
Mileage	current IRS standard rate	
Outside Services	As Invoiced	



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract by \$11,975.40 with JAS Construction, LLC, for construction services on the SW Des Moines Street Parks 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
 Change Order #1

CHANGE ORDER FORM



Project Title: SW Des Moines Street Parks Phase 1
Contractor: JAS Construction, LLC
Address: P.O. Box 471, Altoona, Iowa 50009
Finance Budget Code: 897.2897.4408 **Finance Project #** 0
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: April 4, 2022 **Vendor #** 0

Change Order Number: 1

Change Order Date: September 6, 2022

Purpose of Change Order:

ADDS EROSION CONTROL ALONG CREEK, REPLACES STORM SEWER LID WITH BEEHIVE LID WITHIN SEEDING AREA ALONG SW MAGAZINE, AND REVISES LAWN AND NATIVE SEEDING AREAS PER REQUEST BY PARKS & RECREATION.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.01	CONVENTIONAL SEEDING, TYPE 1	AC	0.60	\$ 2,707.00	\$ 1,624.20
9.02	OVERSEEDING	AC	(2.70)	\$ 1,354.00	\$ (3,655.80)
9.03	SPECIAL SEEDING, NATIVE MIX	AC	0.40	\$ 2,706.00	\$ 1,082.40
12.01	STORM STRUCTURE MODIFICATION, CIRCULAR AREA INTAKE	LS	1.00	\$ 1,500.00	\$ 1,500.00
12.02	RECP TYPE 4, Excel PPs-10 TRM & TYPE 3 SEED	SY	230.00	\$ 9.90	\$ 2,277.00
12.03	RECP TYPE 2C, ERONET SC150	SY	560.00	\$ 3.96	\$ 2,217.60
12.04	VEGETATION REMOVAL, INCLUDES MOW AND SPRAY	AC	4.00	\$ 1,100.00	\$ 4,400.00
12.05	CONVENTIONAL SEEDING, TYPE 4	AC	2.30	\$ 1,100.00	\$ 2,530.00
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 11,975.40**

Contractor Accepted: JAS Construction, LLC

Firm Name: Chad Kirschbaum Date: 08/25/2022
 Signature: _____ Date: _____

Engineer Approved: Nilles Associates, Inc.

Firm Name: Tam Bourde Date: 08/25/2022
 Signature: _____ Date: _____

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 332,036.07
1	September 6, 2022	\$ 11,975.40
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Revised Contract Amount **\$ 344,011.47**



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Change Order #2 decreasing the contract amount by \$24,713.90 to OnTrack Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.

EXECUTIVE SUMMARY:

This change order is to balance the quantities based on actual quantities used in the field.

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 #2](#)

CHANGE ORDER FORM



Project Title: NW 36th Street and NW Weigel Drive Water Main (Construction)
Contractor: On Track Construction, LLC
Address: 1316 6th Street, Suite 109, Nevada 50201
Finance Budget Code: 634.3634.4450 **Finance Project #** 634.445
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: February 21, 2022 **Vendor #** 9363

Change Order Number: 2

Change Order Date: September 6, 2022

Purpose of Change Order:

Change Order #2 balances out the quantities, based on actual quantities used in the field, for project closeout.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2	Removal of Known Pipe and Conduit, CMP	LF	(19.00)	\$ 25.00	\$ (475.00)
4	Pipe Culvert, Trenched, CMP, 15"	LF	(1.00)	\$ 65.00	\$ (65.00)
6	Pipe Culvert, Trenched, CMP, 30"	LF	(18.00)	\$ 155.00	\$ (2,790.00)
11	Water Main, Trenched, C900, 12"	LF	1.00	\$ 145.00	\$ 145.00
31	Temporary Seeding and BFM Mulching	AC	(4.50)	\$ 2,775.00	\$ (12,487.50)
32	Silt Fence	LF	(5,023.00)	\$ 1.70	\$ (8,539.10)
33	Silt Fence, Removal of Device	LF	(5,023.00)	\$ 0.10	\$ (502.30)
		LS			

Change Order Number: 2 makes the following adjustments to the contract: **\$ (24,713.90)**

Contractor Accepted: On Track Construction, LLC
 Firm Name
 Signature: [Signature] Date: 8-24-22

Engineer Approved: MSA Professional Services, Inc.
 Firm Name
 Signature: [Signature] Date: 8/25/2022

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

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 1,298,500.00
1	May 16, 2022	\$ 49,575.79
2	September 6, 2022	\$ (24,713.90)
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Revised Contract Amount **\$ 1,323,361.89**



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #4 increasing the contract amount by \$2,250.00 to Redbud Landscaping, LLC, for construction services on the SW Des Moines Street - Prairie Trail to Magazine Native Planting 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



Project Title: SW Des Moines Street - Prairie Trail to Magazine Native Planting
Contractor: Redbud Landscaping, LLC
Address: 1208 E 20th Ct. Des Moines, IA 50317
Finance Budget Code: 977.3977.4405 **Finance Project #** 113.4405
Vendor Project or Invoice #: 2854 **PO #** 0
Original Contract Date: October 21, 2019 **Vendor #** 8509

Change Order Number: 4

Change Order Date: September 6, 2022

Purpose of Change Order: Remove unused items, extends the project to include re-seeding of 0.5 acre in NW corner

Change order takes out of the project wattle and silt fence removal that was not needed. It also removes remainder of maintenance trips on permanent lawn seeding and future park areas. The park is currently under construction, and the permanent lawn seeding areas are being maintained by the city so these items are no longer needed. The change order also addresses poor germination and many invasives in 0.5 acre NW corner of the main basin. The area is to be sprayed and tilled in August, and re-seeded mid-October 2022.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.02	Pre-existing Wattles Removal	LF	(4,175.00)	\$ 0.50	\$ (2,087.50)
9.03	Pre-existing Silt Fence Removal	LF	(1,500.00)	\$ 0.35	\$ (525.00)
12.03	Maintenance herbicide treatment on permanent lawn seeding	TRIP	(1.50)	\$ 325.00	\$ (487.50)
12.05	Maintenance herbicide in future park area on north half of circle	TRIP	(1.00)	\$ 250.00	\$ (250.00)
12.08	Site preparation, conventional seeding, repair mixture, 0.5 acre	LS	1.00	\$ 5,600.00	\$ 5,600.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 4 makes the following adjustments to the Contract: **\$ 2,250.00**

Contractor Accepted: Redbud Landscaping, LLC

Case Muro 8/25/2022
 Signature Date

Engineer Approved: Nilles Associates, Inc.

Tam Broude 8/25/2022
 Signature Date

Owner Accepted: City of Ankeny

[Signature] Stormwater Coordinator
 Signature Title
8/26/22
 Date

Attest for Owner:

 Signature Title

 Date

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 77,441.00
1	September 8, 2020	\$ (95.00)
2	December 21, 2020	\$ -
3	November 1, 2021	\$ -
4	September 6, 2022	\$ 2,250.00
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Revised Contract Amount **\$ 79,596.00**



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #7 increasing the contract amount by \$1,500.00 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Change Order #7

CHANGE ORDER FORM



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Sternquist Construction
Address: 1110 N 14th Street, Indianola, Iowa 50125
Finance Budget Code: 959.3959.4451 **Finance Project #** 959.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: March 15, 2021 **Vendor #** 6417

Change Order Number: 7

Change Order Date: September 6, 2022

Purpose of Change Order:

An area intake was added at location ST-25A. Actual intake will be paid with Bid Item #6.08 with an previously proposed intake that was not included with construction. Since ST-25A was added after construction of all utilities, J&K requested \$1,500 and one (1) working day for the remobilization for installation.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.07	INTAKE MODIFICATIONS	EA	1.00	\$ 1,500.00	\$ 1,500.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 7 makes the following adjustments to the Contract: **\$ 1,500.00**

Contractor Accepted: Sternquist Construction
 Signature: [Signature] Date: 8-24-22

Engineer Approved: Civil Design Advantage
 Signature: [Signature] Date: 8/25/2022

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 4,526,677.00
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
6	July 5, 2022	\$ 49,080.00
7	September 6, 2022	\$ 1,500.00
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Revised Contract Amount **\$ 4,517,692.75**



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$501,647.50 to Absolute Concrete Construction, Inc., for construction 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:

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 Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street Reconstruction- I-35 to NE Four Mile Drive
Contractor: Absolute Concrete Construction Inc.
Address: 1000 West 6th Avenue Slater, IA 50244
Finance Budget Code: 896.3896.4451 **Finance Project #** 896.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 14, 2022 **Vendor #** 4997

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: August 4, 2022 Through: August 26, 2022

Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	16,489.00	
Contract Amount to Date: (line 1 ± 2)	\$	5,085,990.00	
Total completed and stored to date: -	\$	1,152,385.40	
Retainage: 5 % of Completed Work:	\$	57,619.27	
Total Earned less Retainage:	\$	1,094,766.13	
Less previous applications for payment:	\$	593,118.63	
SUBTOTAL	\$	501,647.50	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	501,647.50	
Balance to finish, including retainage:	\$	3,991,223.87	

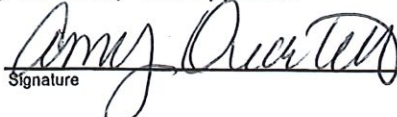
Contract Time Remaining (If applicable) 124.00 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction Inc.

Signature  **Firm Name** Absolute Concrete Construction Inc. **Date** 8/29/2022

Engineer / Consultant Approval: HR Green, Inc.
Signature Anthony Babcock **Firm Name** HR Green, Inc. **Date** 8/29/2022
Digitally signed by Anthony Babcock
DN: c=US, e=ababcock@hrgreen.com, ou=HR Green, cn=Anthony Babcock
Location: Ames, IA
Reason: NE 36th Street - Pay App 06
Time: 2022.08.29.11:03:32-0500

City of Ankeny Staff Approval:
Signature  **Date** 8/29/2022

Submit to: Amy Quartell, P.E. - City Engineer
E-mail: AQuartell@AnkenyIowa.gov **Phone:** (515) 965-6448 **Fax:** (515) 965-6448

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 6, 2022	\$ 45,670.77
2	July 5, 2022	\$ 5,766.50
3	July 19, 2022	\$ 110,721.55
4	August 1, 2022	\$ 298,620.34
5	August 15, 2022	\$ 132,339.47
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Previous Applications for Payment

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Record of Change Orders

No.	Date	Amount
1	August 1, 2022	\$ 16,489.00
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TOTAL \$ 16,489.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	
Original Contract Time:	190.00
Added by Change Order:	
Contract Time to Date:	190.00
Time Used to Date:	66.00
Contract Time Remaining:	<u>124.00</u>

TOTAL \$ 593,118.63

CONTRACT PRICE DETAIL

Date printed: 8/29/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 10- DEMOLITION														
10.01	Demolition of Building Structures	LS	1.00	1.00	\$ 37,500.00	\$ 37,500.00	1.00	\$ -	\$ -	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	\$ 37,500.00	- 100.00%
DIVISION 11- MISCELLANEOUS														
11	Mobilization	LS	1.00	1.00	\$ 500,000.00	\$ 500,000.00	0.50	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00	\$ 250,000.00	0.50 50.00%
11	Maintenance of Postal Service	LS	1.00	1.00	\$ 10,000.00	\$ 10,000.00	0.60	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	0.40 60.00%
11	Concrete Washout	LS	1.00	1.00	\$ 10,000.00	\$ 10,000.00	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1.00 0.00%
				-										

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 5,085,990.00\$ 48,074.50 \$ 54,144.50 \$ 170,693.50 \$ 485,030.70 \$ 624,335.40 \$ 1,152,385.40-77.34%



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$126,710.14 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:

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 Payment #3

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: ~~August 15, 2022~~ September 6, 2022
PAYMENT REQUEST # 3
PAYMENT PERIOD: From: July 1, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount: \$ 1,816,990.10
Net change by Change Orders: \$ 32,287.68
Contract Amount to Date: (line 1 ± 2) \$ 1,849,277.78

Total completed and stored to date: \$ 265,573.20
Retainage: 5 % of Completed Work: \$ 13,278.66
Total Earned less Retainage: \$ 252,294.54
Less previous applications for payment: \$ 125,584.40
SUBTOTAL \$ 126,710.14

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 126,710.14

Balance to finish, including retainage: \$ 1,596,983.24

Contract Time Remaining (If applicable) 114.00 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.

Signature: Eli Hartog Firm Name: Absolute Concrete Construction, Inc. Date: 08.03.2022

Engineer / Consultant Approval: JEO Consulting Group

Signature: [Signature] Firm Name: JEO Consulting Group Date: 8-4-2022

City of Ankeny Staff Approval:

Signature: Becky Ford Date: 08/18/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.01	EARTHWORK	LS	1.00		1.00	\$15,000.00	\$ 15,000.00		\$ -		0.00 \$ -	1.00	0.00%
2.02	CLEARING AND GRUBBING	CY	316.00		316.00	\$65.00	\$ 20,540.00		\$ -		0.00 \$ -	316.00	0.00%
2.03	EXCAVATION, CLASS 10	CY	592.00		592.00	\$25.00	\$ 14,800.00		\$ -	250.00	250.00 \$ 6,250.00	342.00	42.23%
2.04	SUBGRADE PREPARATION, 6 IN. DEPTH	SY	5,556.00		5,556.00	\$4.00	\$ 22,224.00	405.00	\$ 1,620.00		405.00 \$ 1,620.00	5,151.00	7.29%
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	1,389.00		1,389.00	\$6.00	\$ 8,334.00		\$ -		0.00 \$ -	1,389.00	0.00%
2.06	SUBBASE, MODIFIED	SY	5,556.00		5,556.00	\$12.00	\$ 66,672.00	405.00	\$ 4,860.00		405.00 \$ 4,860.00	5,151.00	7.29%
2.07	COMPACTION TESTING	LS	1.00		1.00	\$5,000.00	\$ 5,000.00	0.08	\$ 400.00		0.08 \$ 400.00	0.92	8.00%
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$5,000.00	\$ 5,000.00	0.10	\$ 500.00		0.10 \$ 500.00	0.90	10.00%
4.01	SEWERS AND DRAINS	EA	1,249.00		1,249.00	\$95.00	\$ -		\$ -		0.00 \$ -	0.00	0.00%
4.02	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%
4.03	STORM SEWER, TRENCHED, RCP, 15 IN. DIA	LF	104.00		104.00	\$57.00	\$ 5,928.00	18.00	\$ 1,026.00		18.00 \$ 1,026.00	86.00	17.31%
4.04	STORM SEWER, TRENCHED, RCP, 36 IN. DIA	LF	1,249.00		1,249.00	\$106.00	\$ 132,394.00	39.00	\$ 4,134.00		39.00 \$ 4,134.00	1,210.00	3.12%
4.05	STORM SEWER, TRENCHED, RCP, 48 IN. ARCH. DIA.	LF	18.00		18.00	\$242.85	\$ 4,371.30	24.00	\$ 5,828.40		24.00 \$ 5,828.40	(6.00)	133.33%
4.06	SANITARY SEWER SERVICE, PVC, 4"	LF	1,044.00	(1,044.00)	0.00	\$68.00	\$ -		\$ -		0.00 \$ -	0.00	0.00%
4.06	REMOVAL OF SANITARY SEWER, VCP, DIA. EQUAL TO OR LESS THAN 15 IN.	LF	1,255.00		1,255.00	\$30.00	\$ 37,650.00		\$ -	50.00	50.00 \$ 1,500.00	1,205.00	3.98%
4.07	SANITARY SEWER TEMPORARY CLEANOUT	EA	3.00		3.00	\$550.00	\$ 1,650.00		\$ -		0.00 \$ -	3.00	0.00%
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		\$ -	40.00	40.00 \$ 600.00	59.00	40.40%
4.09	FOOTING DRAIN COLLECTOR/SUBDRAIN, CORRUGATED PVC, 8 IN. DIA	LF	2,399.00		2,399.00	\$26.70	\$ 64,053.30	10.00	\$ 267.00		10.00 \$ 267.00	2,389.00	0.42%
4.10	TEMPORARY SUBDRAIN CAP	EA	2.00		2.00	\$60.00	\$ 120.00		\$ -		0.00 \$ -	2.00	0.00%
4.11	FOOTING DRAIN OUTLETS AND CONNECTIONS, 8 IN. DIA	EA	14.00		14.00	\$180.00	\$ 2,520.00		\$ -		0.00 \$ -	14.00	0.00%
4.12	STORM SEWER SERVICE STUB, PVC, 1-1/2 IN. DIA.	EA	36.00		36.00	\$625.00	\$ 22,500.00		\$ -		0.00 \$ -	36.00	0.00%
5.01	WATER MAINS AND APPURTENANCES	EA	1,253.00		1,253.00	\$40.00	\$ 50,120.00		\$ -		0.00 \$ -	1,253.00	0.00%
5.02	FITTING, REDUCER, 8" X 4" IN.	EA	1.00		1.00	\$475.00	\$ 475.00		\$ -		0.00 \$ -	1.00	0.00%
5.03	FITTING, UNION, 4" X 4"	EA	1.00		1.00	\$425.00	\$ 425.00		\$ -		0.00 \$ -	1.00	0.00%
5.04	FITTING, UNION, 8" X 8"	EA	1.00		1.00	\$576.00	\$ 576.00		\$ -		0.00 \$ -	1.00	0.00%
5.05	FITTING, 22.5 DEG., 8 IN.	EA	2.00		2.00	\$545.25	\$ 1,090.50		\$ -		0.00 \$ -	2.00	0.00%
5.06	FITTING, 45 DEG., 8 IN.	EA	2.00		2.00	\$550.00	\$ 1,100.00		\$ -		0.00 \$ -	2.00	0.00%
5.07	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., NEAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -		0.00 \$ -	18.00	0.00%
5.08	WATER SERVICE, POLYETHYLENE, 3/4 IN. DIA., FAR SIDE	EA	18.00		18.00	\$915.00	\$ 16,470.00		\$ -		0.00 \$ -	18.00	0.00%
5.09	REMOVAL OF WATER MAIN	LF	1,256.00		1,256.00	\$22.50	\$ 28,260.00		\$ -		0.00 \$ -	1,256.00	0.00%
5.10	WATER MAIN, TEMPORARY, PEX, 2 IN. DIA.	LF	2,948.00		2,948.00	\$16.00	\$ 47,168.00		\$ -		0.00 \$ -	2,948.00	0.00%
5.11	VALVE, GATE, 8 IN.	EA	5.00		5.00	\$1,725.00	\$ 8,625.00	1.00	\$ 1,725.00		1.00 \$ 1,725.00	4.00	20.00%
5.12	FIRE HYDRANT ASSEMBLY (ALTERNATE PLAN)	EA	3.00		3.00	\$4,300.00	\$ 12,900.00		\$ -		0.00 \$ -	3.00	0.00%
5.13	VALVE BOX REPLACEMENT	EA	2.00		2.00	\$540.00	\$ 1,080.00	2.00	\$ 1,080.00		2.00 \$ 1,080.00	0.00	100.00%
5.14	FIRE HYDRANT ASSEMBLY REMOVAL	EA	1.00		1.00	\$200.00	\$ 200.00		\$ -		0.00 \$ -	1.00	0.00%
5.15	VALVE REMOVAL	EA	2.00		2.00	\$250.00	\$ 500.00	1.00	\$ 250.00		1.00 \$ 250.00	1.00	50.00%
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS	EA	3.00		3.00	\$9,800.00	\$ 29,400.00		\$ -		0.00 \$ -	3.00	0.00%
6.02	MANHOLE, SW-301, 48"	EA	1.00		1.00	\$10,525.00	\$ 10,525.00	0.50	\$ 5,262.50	0.50	0.50 \$ 5,262.50	0.50	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	\$ 12,405.00		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	0.50	\$ 7,075.00	0.50	0.50 \$ 7,075.00	0.50	100.00%
6.05	INTAKE, SW-505	EA	4.00		4.00	\$5,270.00	\$ 21,080.00		\$ -		0.00 \$ -	4.00	0.00%
6.06	INTAKE, SW-506, MODIFIED	EA	4.00		4.00	\$14,550.00	\$ 58,200.00	1.00	\$ 14,550.00		1.00 \$ 14,550.00	3.00	25.00%
6.07	INTAKE, SW-512	EA	2.00		2.00	\$2,530.00	\$ 5,060.00		\$ -		0.00 \$ -	2.00	0.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR	EA	4.00		4.00	\$250.00	\$ 1,000.00	3.00	\$ 750.00		3.00 \$ 750.00	1.00	75.00%
6.09	REMOVE MANHOLE, SANITARY	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	1.00	1.00 \$ 700.00	3.00	25.00%
6.10	REMOVE INTAKE	EA	4.00		4.00	\$700.00	\$ 2,800.00		\$ -	2.00	2.00 \$ 1,400.00	2.00	50.00%
7.01	STREETS AND RELATED WORK	EA	4,677.00		4,677.00	\$80.00	\$ 374,160.00	405.00	\$ 32,400.00		405.00 \$ 32,400.00	4,272.00	8.68%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8 IN.	SY	64.00		64.00	\$80.00	\$ 5,120.00		\$ -		0.00 \$ -	64.00	0.00%
7.03	REMOVAL OF SIDEWALK AND DRIVEWAY	SY	2,053.00		2,053.00	\$15.00	\$ 30,795.00		\$ -	737.00	737.00 \$ 11,055.00	1,316.00	35.90%
7.04	SIDEWALK, PCC, 4 IN.	SY	960.00		960.00	\$50.00	\$ 48,000.00		\$ -		0.00 \$ -	960.00	0.00%
7.05	SIDEWALK, PCC, 6 IN.	SY	53.00		53.00	\$165.00	\$ 8,745.00		\$ -		0.00 \$ -	53.00	0.00%
7.06	DETECTABLE WARNINGS, POLYMER	SF	87.00		87.00	\$50.00	\$ 4,350.00		\$ -		0.00 \$ -	87.00	0.00%
7.07	DRIVEWAY, PAVED, PCC, 6 IN.	SY	950.00		950.00	\$75.00	\$ 71,250.00		\$ -		0.00 \$ -	950.00	0.00%
7.08	PAVEMENT REMOVAL	SY	3,861.00		3,861.00	\$12.00	\$ 46,332.00	10.00	\$ 120.00	1637.00	1,647.00 \$ 19,764.00	2,214.00	42.66%
7.09	PLASTIC CONCRETE TESTING	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.10	\$ 1,000.00		0.10 \$ 1,000.00	0.90	10.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

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
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 125,584.40

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 30,045.48
2	July 18, 2022	\$ 2,242.20
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CHANGE ORDER TOTAL = \$ 32,287.68

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	May 23, 2022

Substantial Completion

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

Full Completion

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	46.0
Working Days Remaining:	114.0



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #28 in the amount of \$21,351.50 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #28

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive

Contractor: Civil Design Advantage

Address: 3405 SE Crossroads Drive, Suite G, Grimes, IA 50111

Finance Budget Code: 959.3959.4210 **Finance Project Code:** 959.4210

Vendor Project or Invoice #: **PO #**

Original Contract Date: January 20, 2020 **Vendor #** 2407

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 22 28

PAYMENT PERIOD: From: 07/04/22 through: 07/31/22

Contract Summary

Original Contract Amount: \$ 319,825.00

Net change by Change Orders: \$ 382,040.00

Contract Amount to Date: (line 1 ± 2) \$ 701,865.00

Total completed and stored to date: \$ 628,774.31

Retainage: % of Completed Work: \$ -

Total Earned less Retainage: \$ 628,774.31

Less previous applications for payment: \$ 607,422.81

SUBTOTAL \$ 21,351.50

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

CURRENT PAYMENT DUE \$ 21,351.50

Balance to finish, including retainage: \$ 73,090.69

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval: Firm Name

Signature Date

Engineer/Consultant Approval: Civil Design Advantage Firm Name

Signature Date 8/24/2022

City of Ankeny Staff Approval

Signature Date 8/25/2022

Submit to:

Email: **Phone:** **Fax:**

Date Printed: 8/24/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	\$ 3,006.82
2	4/20/2020	\$ 10,124.88
3	6/15/2020	\$ 64,848.50
4	7/20/2020	\$ 23,002.40
5	8/17/2020	\$ 49,467.25
6	9/21/2020	\$ 21,149.25
7	10/19/2020	\$ 44,163.30
8	11/16/2020	\$ 23,739.55
9	12/21/2020	\$ 18,016.50
10	1/18/2021	\$ 16,663.68
11	2/15/2021	\$ 31,705.63
12	3/15/2021	\$ 12,534.60
13	4/19/2021	\$ 19,870.89
14	5/17/2021	\$ 18,899.17
15	6/21/2021	\$ 16,209.06
16	7/19/2021	\$ 24,988.55
17	8/16/2021	\$ 30,259.52
18	9/20/2021	\$ 23,842.81
19	10/18/2021	\$ 21,762.06
20	11/15/2021	\$ 20,029.36
21	12/20/2021	\$ 21,584.30
22	1/17/2022	\$ 27,090.03
23	2/21/2022	\$ 4,869.98
24	4/18/2022	\$ 6,985.97
25	5/16/2022	\$ 13,408.89
26	6/20/2022	\$ 19,169.55
27	8/1/2022	\$ 20,030.31
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TOTAL \$ 607,422.81

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 382,040.00
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TOTAL		\$ 382,040.00

Contract Time Remaining:

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

Invoice

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

City of Ankeny
Jim Haberichter
220 W 1st St
Ankeny, IA 50023

August 05, 2022
Project No: 2002.053
Invoice No: 38078

Project 2002.053 C. Ankeny - NW 18th Street Extension
Professional Services from July 04, 2022 through July 31, 2022

Task	201	Concept Preparation	Total this Task	0.00
Task	230	Cost Opinion	Total this Task	0.00
Task	301	Construction Drawings - Preliminary	Total this Task	0.00
Task	303	Construction Drawings - Final	Total this Task	0.00
Task	304	Construction Drawings - Check	Total this Task	0.00
Task	306	Easement/Acquisition Plats	Total this Task	0.00
Task	308	Public Street Photometric Plan	Total this Task	0.00
Task	309	Front End Contract Documents	Total this Task	0.00
Task	310	Assessment Plat & Schedule	Total this Task	0.00
Task	311	Bidding Services	Total this Task	0.00
Task	312	Bid Letting Services	Total this Task	0.00
Task	501	Project Information Meeting	Total this Task	0.00
Task	503	Preconstruction Meeting	Total this Task	0.00

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	38078
Task	601	Construction Staking		
Professional Personnel				
		Hours	Rate	Amount
Technician 1		7.50	56.00	420.00
Technician 2		.50	67.00	33.50
Senior Technician		7.00	142.00	994.00
Total Labor				1,447.50
Total this Task				\$1,447.50
Task	602	Construction Observation		
Total this Task				0.00
Task	603	Construction Administration		
Total this Task				0.00
Task	604	Shop Drawings		
Total this Task				0.00
Task	605	Record Drawings		
Total this Task				0.00
Task	606	Construction Observ. after Working Days		
Professional Personnel				
		Hours	Rate	Amount
Technician 1		5.00	56.00	280.00
Technician 3		7.00	78.00	546.00
Technician 4		120.50	89.00	10,724.50
Total Labor				11,550.50
Total this Task				\$11,550.50
Task	607	Construction Admin after Working Days		
Professional Personnel				
		Hours	Rate	Amount
Engineer 6		2.50	144.00	360.00
Engineer 8		46.00	166.00	7,636.00
Total Labor				7,996.00
Total this Task				\$7,996.00
Task	701	Geotechnical Investigation		
Total this Task				0.00
Task	702	Phase 1 Environmental Assessment		
Total this Task				0.00
Task	703	Wetland Services		
Total this Task				0.00
Task	704	Right-of-Way Services		
Total this Task				0.00
Task	705	Geotechnical Observation (ABE)		

Project	2002.053	C. Ankeny - NW 18th Street Extension			Invoice	38078
					Total this Task	0.00
Task	998	Permits & Fees				
					Total this Task	0.00
Task	999	Reimbursable Expenses				
Reimbursable Expenses						
Employee Mileage Reimb						
7/18/2022	Mileage	40.0 miles @ 0.625		25.00		
Total Reimbursables					25.00	25.00
Unit Billing						
7/18/2022	Mileage	532.0 miles @ 0.625		332.50		
Total Units					332.50	332.50
					Total this Task	\$357.50
Billing Limits						
		Current	Prior	To-Date		
Total Billings		21,351.50	607,422.81	628,774.31		
Limit				701,865.00		
Remaining				73,090.69		
					Total this Invoice	<u>\$21,351.50</u>
Project Manager	Joshua Trygstad					



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

August 24, 2022

Attn: Jim Haberichter, P.E.
City of Ankeny
220 West First Street
Ankeny, Iowa 50023

RE: Billing Information Report #28
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #28 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

During this time, Civil Design Advantage provided construction staking, observation and administration for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$19,132.80 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 4 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: June 1, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	127,100.00	
Total completed and stored to date:	\$	60,858.72	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	60,858.72	
Less previous applications for payment:	\$	41,725.92	
SUBTOTAL	\$		19,132.80

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,132.80

Balance to finish, including retainage: \$ 66,241.28

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Firm Name

Signature

Date

August 29, 2022

City of Ankeny Staff Approval:

Signature

Date

8/29/22

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: 8/29/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 41,725.92

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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

Invoice

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

*NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095*

July 13, 2022

Project No: 0022A004.00

Invoice No: 78706

City of Ankeny
220 West First Street
Ankeny, IA 50023

Invoice Total USD 12,058.00

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through June 30, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	3.00	186.00	558.00
Lead Project Engineer	3.50	196.00	686.00
Project Engineer II	1.00	158.00	158.00
Staff Engineer II	4.00	130.00	520.00
Project Scientist I	36.00	121.00	4,356.00
Project Administrator II	1.00	100.00	100.00
Totals	48.50		6,378.00
Total Labor			6,378.00

Subconsultants 5,680.00

Billing Limits

	Current	Prior	To-Date
Total Billings	12,058.00	41,725.92	53,783.92
Limit			127,100.00
Remaining			73,316.08

Total This Invoice USD 12,058.00

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

August 12, 2022

Project No: 0022A004.00

Invoice No: 79254

City of Ankeny
220 West First Street
Ankeny, IA 50023

Invoice Total USD 7,074.80

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through July 31, 2022

Professional Personnel

	Hours	Rate	Amount
Project Manager II	12.50	186.00	2,325.00
Lead Project Engineer	2.80	196.00	548.80
Project Engineer II	9.50	158.00	1,501.00
Staff Engineer II	20.00	130.00	2,600.00
Project Administrator II	1.00	100.00	100.00
Totals	45.80		7,074.80
Total Labor			7,074.80

Billing Limits

	Current	Prior	To-Date
Total Billings	7,074.80	53,783.92	60,858.72
Limit			127,100.00
Remaining			66,241.28

Total This Invoice USD 7,074.80



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #26 in the amount of \$39,430.14 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #26

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: West First Street Widening and Improvements - Phase 1
Contractor: Foth Infrastructure and Environment, LLC
Address: PO Box 8418 Carol Stream, IL 60197-8418
Finance Budget Code: 970.3970.4210 **Finance Project #** 970.4210
Vendor Project or Invoice #: 66017 **PO #**
Original Contract Date: December 17, 2018 **Vendor #** 2078

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 26
PAYMENT PERIOD: From: July 1, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	2,068,135.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,305,855.00	
Total completed and stored to date:	\$	2,043,345.25	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	2,043,345.25	
Less previous applications for payment:	\$	2,003,915.11	
SUBTOTAL	\$		39,430.14

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 39,430.14

Balance to finish, including retainage: \$ 262,509.75

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Firm Name

Foth Infrastructure and Environment, LLC

Bradley D. Hopkey

*Digitally signed by Bradley D. Hopkey
DN: cn=Bradley D. Hopkey, o=Foth Infrastructure & Environment, LLC, ou=Infrastructure Division, cn=Bradley D. Hopkey
Email: 2022.08.15.08.15.31.0530

Signature

Date

August 15, 2022

City of Ankeny Staff Approval:

Signature

Date

Submit to: Adam L. Lust, P.E. - Public Works Engineering Manager

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 4, 2019	\$ 78,539.03
2	March 4, 2019	\$ 84,665.44
3	April 1, 2019	\$ 53,048.08
4	May 6, 2019	\$ 21,467.14
5	June 3, 2019	\$ 90,346.10
6	August 5, 2019	\$ 137,221.66
7	September 3, 2019	\$ 31,744.34
8	October 7, 2019	\$ 47,472.86
9	November 4, 2019	\$ 43,295.26
10	December 2, 2019	\$ 62,134.48
11	February 3, 2020	\$ 118,678.59
12	March 2, 2020	\$ 49,060.78
13	April 6, 2020	\$ 29,305.10
14	May 4, 2020	\$ 63,725.08
15	July 6, 2020	\$ 139,165.99
16	October 5, 2020	\$ 276,493.45
17	March 1, 2021	\$ 42,625.00
18	June 7, 2021	\$ 108,656.27
19	September 20, 2021	\$ 146,610.79
20	November 15, 2021	\$ 123,961.96
21	December 6, 2021	\$ 53,266.08
22	March 21, 2022	\$ 45,333.98
23	May 2, 2022	\$ 39,001.21
24	June 6, 2022	\$ 35,283.97
25	August 1, 2022	\$ 82,812.47
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 2,003,915.11

Record of Change Orders

No.	Date	Amount
1	May 6, 2019	\$ 709,260.00
2	June 15, 2020	\$ 379,390.00
3	February 1, 2021	\$ 526,885.00
4	March 7, 2022	\$ 452,600.00
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TOTAL \$2,068,135.00

Contract Time Remaining

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



Summary of Services Report - Project Code: 970.4210

Project Title: West First Street Widening and Improvements – Phase 1

Period: July 1, 2022 – July 31, 2022

Work Completed:

Progress on the project within the report period involved the following work tasks:

- Project coordination
- Utility coordination with Lumen and MediaCom
- Minor plan changes related to sidewalk details around signal pole bases.
- Construction admin/observation for roadway construction.
- Construction survey
- Pay Request #12

Work Scheduled:

The following work tasks to be completed during the next period:

- Construction admin/observation for Stage 2 and Stage 3 of roadway project.
- Updated traffic control plan related to the opening of School St.
- Coordination with Baker for the relocation of north HAWK signal pole.
- Continued coordination with private utilities.
- Pay request #13 & change order #4

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	December 17, 2018
Design Survey and Mapping	December, 2018, Complete January 2019
Functional Design	February, 2019, Complete March 2019
Amendment 1	May 6, 2019
Bidding of NW Northlawn Sewer	December 10, 2019
Bidding of Joint Utility Trench	February 11, 2020
Project Information Meeting	March 10, 2020
Bidding of Temporary Traffic Signals	June 25, 2020
Bidding of Roadway Project	December 15, 2020
Amendment 2	June 15, 2020
Amendment 3	February 1, 2021
Opening of W First St for Winter	October 14, 2021
Amendment 4	March 7, 2022

General Comments:

Invoice

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

NOTE: Communications concerning disputed debts, including an instrument
tendered as full satisfaction of a disputed debt, are to be sent to Foth
Infrastructure & Environment, LLC treasurer, 2121 Innovation
Court, Suite 100, P.O. Box 5095, De Pere, WI 54115-5095

August 09, 2022

Project No: 0018A039.01

Invoice No: 79192

City of Ankeny
Attn: Adam Lust
220 W. First St.
Ankeny, IA 50023

Invoice Total USD 39,430.14

Project 0018A039.01 West First Street Widening

Professional Services through July 31, 2022

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	32.50	190.00	6,175.00
Technician VI	8.00	137.00	1,096.00
Technician III	181.50	111.00	20,146.50
Technician II	28.00	97.00	2,716.00
Technician I	55.00	80.00	4,400.00
Construction Manager	12.50	168.00	2,100.00
Totals	317.50		36,633.50
Total Labor			36,633.50

Subconsultants 1,761.73

Expenses 1,034.91

Billing Limits	Current	Prior	To-Date
Total Billings	39,430.14	2,003,915.11	2,043,345.25
Limit			2,305,855.00
Remaining			262,509.75

Total This Invoice USD 39,430.14

INVOICE



INVOICE NO: 1811148-0

INVOICE DATE: July 20, 2022

REMIT
TO:

TEAM Services, Inc.

717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO: Accounts Payable
Foth Infrastructure & Environment
8191 Birchwood Ct.
Suite L
Johnston, IA 50131

PROJECT: **West First Street PCC Pavement Stages 2 & 3**

Ankeny, IA
No: 2-8538

PO Reference: IE-P00000955
Services for period of 6/1/2022 through 6/30/2022
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	2.75	hour	IDOT PCC Plant Monitor - Engineering Technician	63.00	173.25
2	10.50	hour	Field Testing of Compacted Subgrade/Granular Subbase	49.00	514.50
3	4.50	hour	Field Testing of Compacted Trench Backfill	49.00	220.50
4	3.00	hour	Field Inspection of PCC Paving - Handwork	49.00	147.00
5	2.00	test	Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	50.00	100.00
6	4.00	test	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds	15.00	60.00
7	3.00	test	Sieve Analysis (Includes No. 200 Sieve Wash)	106.00	318.00
8	204.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	199.92
9	204.00	mile	Fuel Surcharge	0.14	28.56

Invoice Total: 1761.73

Amount Received: \$0.00

Amount Due: **\$1,761.73**

Foth project # 18A039.014 Phase 85 Task 855 and Foth Project Manager Brad Hopkey, P.E.

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 7/20/2022

Total billed: \$4,659.32
Total Received: \$792.35
Balance: \$3,866.97

Budget summary through: 07/21/2022

Project Budget: \$25,484.22
Total Billed: \$4,659.32
Budget Remaining: \$20,824.90

Pay by Credit Card

☐ Master Card ☐ Visa ☐ Am. Ex. ☐ Discover

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #16 in the amount of \$35,640.96 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 184323 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: July 1, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	444,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	794,500.00	
Total completed and stored to date:	\$	568,241.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	568,241.70	
Less previous applications for payment:	\$	532,600.74	
SUBTOTAL	\$		35,640.96

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 35,640.96

Balance to finish, including retainage: \$ 226,258.30

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name FOX Strand

Steven J. Troyer, P.E.

8/12/22

Signature Date

City of Ankeny Staff Approval:

Signature Date 8/12/22

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@ankenyiowa.gov **Phone:** 515-963-3529 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
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Previous Applications for Payment

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TOTAL \$ 532,600.74

Record of Change Orders

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TOTAL \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010-8106
(515) 233-0000

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

August 10, 2022
Project No: 7020.001
Invoice No: 0186505

Professional Services: July 1, 2022 through July 31, 2022

Project 7020.001 Ankeny ASR - Final Design

Fee

Total Fee	172,600.00			
Percent Complete	100.00	Total Earned	172,600.00	
		Previous Fee Billing	172,600.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

Contract Amount 172,600.00

Total Billings to Date 172,600.00

Project	7020.002	Ankeny ASR - IDNR Permit Fees		
		Total this Project		0.00

Project	7020.003	Ankeny ASR - Bidding		
Fee				
Total Fee	31,000.00			
Percent Complete	100.00	Total Earned	31,000.00	
		Previous Fee Billing	31,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Project		0.00

Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
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TERMS: Payment is due within 30 days of the date on this invoice.

Page 1 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0186505
Total this Project			0.00	

Project	7020.005	Ankeny ASR - RPR Demolition		
Total this Project			0.00	

Project	7020.006	Ankeny ASR - Geotechnical Report		
Total this Project			0.00	

Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
Total this Project			0.00	

Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee	270,000.00			
Percent Complete	46.00	Total Earned	124,200.00	
		Previous Fee Billing	91,800.00	
		Current Fee Billing	32,400.00	
		Total Fee		32,400.00
Total this Project			\$32,400.00	

Project	7020.009	Ankeny ASR - Bidding Documents		
Total this Project			0.00	

Project	7020.010	Construction Resident Project Representative		
Total Labor			2,417.00	
Total Expenses			165.60	
Total this Project			\$2,582.60	

TERMS: Payment is due within 30 days of the date on this invoice.

Page 2 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000

Project	7020.001	Ankeny ASR - Final Design	Invoice	0186505
Project	7020.011	Construction Staking Services		
		Total Labor		598.75
		Total Expenses		59.61
		Total this Project		\$658.36
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		0.00
		Total this Invoice		\$35,640.96

TERMS: Payment is due within 30 days of the date on this invoice.

Page 3 of 3

Please Remit Payment To: FOX Strand 414 South 17th Street, Suite 107 Ames, Iowa 50010-8106 515-233-0000



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 515.233.0000
www.strand.com

DATE: August 4, 2022

TO: Don Clark, P.E.
Municipal Utilities Director
City of Ankeny
220 West 1st Street
Ankeny, IA 50023

RE: ASR Well #1 Replacement (Well No. 7/ASR No. 3) Project
FOX Strand Project Number 7020.001

DELIVERY: US mail

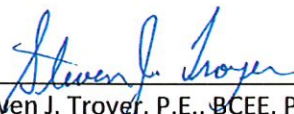
ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the July 2022 billing period. Time was spent this period on construction administration, reviewing submittals, and responding to contractor questions RFIs. A construction progress meeting was held for Bid Package 1. Bid package 1 construction is nearly complete. Bid package 2 contractor will move on site and begin work this month.

If you have questions or concerns, please contact me. Thank you.



Steven J. Troyer, P.E., BCEE, Project Manager



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$2,565.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Fiber Optic Relocation
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 982.3982.4210 Finance Project #: 982.4210
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: July 5, 2022 Vendor #: 5531

Date of Council Meeting: September 6, 2022 PAYMENT REQUEST #: 1
PAYMENT PERIOD: From: July 5, 2022 Through: July 29, 2022

Contract Summary

Original Contract Amount:	\$	30,957.40	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	30,957.40	
Total completed and stored to date:	\$	2,565.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	2,565.00	
Less previous applications for payment:	\$	-	
SUBTOTAL			\$ 2,565.00
OTHER CHARGES (Attach an itemized list)			\$ -
CURRENT PAYMENT DUE			\$ 2,565.00

Balance to finish, including retainage: \$ 28,392.40

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature Date

Engineer / Consultant Approval: HR Green, Inc.

Signature Date
August 22, 2022

City of Ankeny Staff Approval:

Signature Date
8/23/22

Submit to: Leslie Hart, P.E. - Public Works Traffic Engineering Manager
E-mail: lhart@AnkenyIowa.gov Phone: (515) 963-3548 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
 Construction Start Date: _____

Substantial Completion

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

Full Completion

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



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

▷ HRGREEN.COM

August 22, 2022

Jim Haberichter, PE
Civil Engineer II
City of Ankeny
Public Works Department
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Progress Report & Attached Invoice
Ankeny, IA - State Street Fiber Optic ~~Cable~~ Relocation Design
HRG Project No. 220761
Contract date: July 5, 2021

Dear Jim:

Please find the attached invoice for our services on the above referenced project. A brief summary of the invoice and how it relates to project progress is provided below.

Attached Invoice #	154969
Period covered by invoice	7/5/22 – 7/29/22
Amount this invoice	\$2,565.00
Total billings to date, including this invoice	\$2,565.00
Contract maximum fee	\$30,957.40
% of Contract billed to date	82.85% <i>8.3% m</i>

Summary of services during this billing period:

- Preparing CAD basefiles and cutting plan sheets
- Utility ticket submittal/coordination

Comments:

- Will be continuing design and additional fieldwork

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

Best regards,

HR GREEN, INC.

Tyler Wiles, P.E.



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

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

August 19, 2022
 Project No: 220761
 Invoice No: 154969
 Invoice Total: \$2,565.00

Project 220761 Ankeny, IA - State Street Fiber Optic ~~Cable~~ Relocation Design

Professional Services Through July 29, 2022

Phase 1.0 Project Management

Professional Personnel

	Hours	Amount	
Professional	1.00	160.00	
Admin Coordinator	2.00	220.00	
Totals	3.00	380.00	
Total Labor			380.00
Total this Phase			\$380.00

Phase 2.0 Preliminary Plans

Professional Personnel

	Hours	Amount	
Professional	11.50	2,185.00	
Totals	11.50	2,185.00	
Total Labor			2,185.00
Total this Phase			\$2,185.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,565.00	0.00	2,565.00
Limit			30,957.40
Remaining			28,392.40

Total this Invoice \$2,565.00

Billings to Date

	Current	Prior	Total
Labor	2,565.00	0.00	2,565.00
Totals	2,565.00	0.00	2,565.00



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$10,686.04 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park 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
 ISG - Payment #2- High Trestle Trail Park Phase 1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Park Phase I
Contractor: ISG
Address: 115 East Hickory St., Suite 300 Mankato, MN 56001
Finance Budget Code: 99.2990.4210 **Finance Project Code:** 990.421
Vendor Project or Invoice #: 84384 **PO #**
Original Contract Date: May 16, 2022 **Vendor #** 10037

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: 07/01/22 through: 07/31/22

Contract Summary

Original Contract Amount:	\$	68,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	68,400.00	
Total completed and stored to date:	\$	27,700.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	27,700.00	
Less previous applications for payment:	\$	17,013.96	
SUBTOTAL	\$		10,686.04

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

CURRENT PAYMENT DUE \$ 10,686.04

Balance to finish, including retainage: \$ 40,700.00

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: ISG
Firm Name

Hayley Schull ##
Signature Date

Engineer/Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval: Derek Bond 8/22/22
Signature Date

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



I & S Group, Inc.
115 E. Hickory St.
Suite 300
Mankato, MN 56001
507-387-6651
www.ISGInc.com

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

Invoice Number 84384
Date 07/31/2022

**Project 22-26951 High Trestle Park
Phase 1 - Ankeny, IA**

Progress billing for professional services provided through date of invoice

Topographic and Boundary Survey and start of Preliminary design.

Description	Contract Amount	Prior Billed	Current Billed
Design			
Survey	\$9,000.00	\$9,000.00	
Permitting	\$2,600.00		
Preliminary Design	\$18,700.00	\$8,013.96	\$10,686.04
Final Design	\$23,700.00		
Bidding	\$3,600.00		
Construction			
Construction Staking	\$5,000.00		
Construction Administration	\$5,800.00		
	\$68,400.00	\$17,013.96	\$10,686.04

Invoice Amount **\$10,686.04**

Payment Terms: Net 30 days from invoice date. Past due balances are subject to late fees in the amount of 1.5% per month.
If you have a question regarding your invoice or are interested in receiving invoices electronically, please e-mail AR@ISGInc.com

Automated Clearing House (ACH) Instructions

Account Name: I&S Group, Inc.
ABA/Routing Number: 073000642
Account Number: 2348642289
Send Remittance to: AR@ISGInc.com



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$228,643.29 to JAS Construction, LLC, for construction services on the SW Des Moines Street Park 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street Parks Phase 1
Contractor: JAS Construction, LLC
Address: P.O. Box 471, Altoona, Iowa 50009
Finance Budget Code: 897.2897.4408 Finance Project #: 897.2897
Vendor Project or Invoice #: PO #
Original Contract Date: April 4, 2022 Vendor #

Date of Council Meeting: September 6, 2022 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: Through:

Contract Summary

Original Contract Amount:	\$	332,036.07	
Net change by Change Orders:	\$	11,975.40	
Contract Amount to Date: (line 1 ± 2)	\$	344,011.47	
Total completed and stored to date:	\$	240,677.15	
Retainage: 5 % of Completed Work:	\$	12,033.86	
Total Earned less Retainage:	\$	228,643.29	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	228,643.29	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 228,643.29

Balance to finish, including retainage: \$ 115,368.18

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: JAS Construction, LLC
Firm Name

Signature: Chad Kirschbaum Date: 08/25/2022

Engineer / Consultant Approval: Nilles Associates, Inc.
Firm Name

Signature: Sam Broude Date: 08/25/2022

City of Ankeny Staff Approval: Signature: Date: 8/28/22

Submit to: Nick Lenox - Director of Parks & Recreation
E-mail: Nlenox@AnkenyIowa.gov Phone: (515) 963-3576 Fax: (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING BY LUMP SUM	LS	1.00		1.00	\$ 680.13	\$ 680.13	1.00	\$ 680.13		1.00	\$ 680.13	0.00	100.00%
2.02	TOPSOIL ON-SITE (4" DEPTH)	CY	1,500.00		1,500.00	\$ 8.40	\$ 12,600.00	1,500.00	\$ 12,600.00		1,500.00	\$ 12,600.00	0.00	100.00%
2.03	EXCAVATION, CLASS 10	CY	2,500.00		2,500.00	\$ 6.15	\$ 15,375.00	2,500.00	\$ 15,375.00		2,500.00	\$ 15,375.00	0.00	100.00%
2.04	SUBGRADE PREPARATION, 12" DEPTH	SY	1,508.00		1,508.00	\$ 3.00	\$ 4,524.00	1,508.00	\$ 4,524.00		1,508.00	\$ 4,524.00	0.00	100.00%
2.05	COMPACTION TESTING	LS	1.00		1.00	\$ 545.00	\$ 545.00	1.00	\$ 545.00		1.00	\$ 545.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER SERVICE STUB, PVC, 4-INCH	LF	125.00		125.00	\$ 51.00	\$ 6,375.00	125.00	\$ 6,375.00		125.00	\$ 6,375.00	0.00	100.00%
4.02	SANITARY SEWER CLEANOUT, SW-203	EA	1.00		1.00	\$ 1,949.00	\$ 1,949.00	1.00	\$ 1,949.00		1.00	\$ 1,949.00	0.00	100.00%
4.03	STORM SEWER, TRENCHED, RCP, 15-INCH DIA.	LF	48.00		48.00	\$ 98.00	\$ 3,128.00	48.00	\$ 3,128.00		48.00	\$ 3,128.00	0.00	100.00%
4.04	STORM SEWER, TRENCHED, HDPE, 10-INCH DIA.	LF	236.00		236.00	\$ 50.00	\$ 11,800.00	236.00	\$ 11,800.00		236.00	\$ 11,800.00	0.00	100.00%
4.05	PIPE APRON, RCP, 15-INCH DIA, W/FOOTING AND GUARD	EA	1.00		1.00	\$ 3,086.00	\$ 3,086.00	1.00	\$ 3,086.00		1.00	\$ 3,086.00	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	FITTING, PVC, 45-DEGREE BEND, 1-INCH DIA.	EA	1.00		1.00	\$ 271.00	\$ 271.00	1.00	\$ 271.00		1.00	\$ 271.00	0.00	100.00%
5.02	WATER SERVICE STUB BY LENGTH, PVC, 1-INCH DIA.	LF	123.00		123.00	\$ 27.00	\$ 3,321.00	123.00	\$ 3,321.00		123.00	\$ 3,321.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	INTAKE, SW-505, DOUBLE GRATE INTAKE	EA	1.00		1.00	\$ 6,301.00	\$ 6,301.00	1.00	\$ 6,301.00		1.00	\$ 6,301.00	0.00	100.00%
6.02	INTAKE, SW-512, CIRCULAR AREA INTAKE, 24-INCH DIA.	EA	3.00		3.00	\$ 2,761.00	\$ 8,283.00	3.00	\$ 8,283.00		3.00	\$ 8,283.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, 6-INCH NON-REINFORCED	SY	1,236.00		1,236.00	\$ 49.85	\$ 61,514.60	1,236.00	\$ 61,514.60		1,236.00	\$ 61,514.60	0.00	100.00%
7.02	PAVEMENT, PCC, 7-INCH NON-REINFORCED	SY	93.00		93.00	\$ 51.97	\$ 4,833.21	93.00	\$ 4,833.21		93.00	\$ 4,833.21	0.00	100.00%
7.03	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 545.00	\$ 545.00	1.00	\$ 545.00		1.00	\$ 545.00	0.00	100.00%
7.04	SIDEWALK, REMOVAL	SY	9.00		9.00	\$ 188.00	\$ 1,692.00	9.00	\$ 1,692.00		9.00	\$ 1,692.00	0.00	100.00%
7.05	CURB REMOVAL	LF	83.00		83.00	\$ 21.00	\$ 1,743.00	83.00	\$ 1,743.00		83.00	\$ 1,743.00	0.00	100.00%
7.06	SIDEWALK, PCC, 5-INCH, NON-REINFORCED	SY	1,095.00		1,095.00	\$ 44.26	\$ 48,464.70	1,095.00	\$ 48,464.70		1,095.00	\$ 48,464.70	0.00	100.00%
7.07	THICKENED EDGED SIDEWALK, PCC, NON-REINFORCED	SY	30.00		30.00	\$ 77.66	\$ 2,329.80	30.00	\$ 2,329.80		30.00	\$ 2,329.80	0.00	100.00%
7.08	SIDEWALK RAMP, 6-INCH, NON-REINFORCED	SF	317.00		317.00	\$ 10.35	\$ 3,280.95	317.00	\$ 3,280.95		317.00	\$ 3,280.95	0.00	100.00%
7.09	DETECTABLE WARNING, CAST-IN-PLACE	SF	32.00		32.00	\$ 27.68	\$ 885.76	32.00	\$ 885.76		32.00	\$ 885.76	0.00	100.00%
7.10	DETECTABLE WARNING, CAST-IN-PLACE ALONG CURVE	SF	40.00		40.00	\$ 27.68	\$ 1,107.20	40.00	\$ 1,107.20		40.00	\$ 1,107.20	0.00	100.00%
7.11	SIDEWALK ASSURANCE TESTING	LS	1.00		1.00	\$ 545.00	\$ 545.00	1.00	\$ 545.00		1.00	\$ 545.00	0.00	100.00%
7.12	STEPS, CAST-IN-PLACE, PCC, REINFORCED, 8" WIDE - 64 SF	EA	2.00		2.00	\$ 8,600.00	\$ 17,200.00	2.00	\$ 17,200.00		2.00	\$ 17,200.00	0.00	100.00%
7.13	HANDRAILS - METAL - EPOXY COATED, EMBED MNT 7 LF	EA	4.00		4.00	\$ 1,279.10	\$ 5,116.40		\$ -		0.00	\$ -	4.00	0.00%
TRAFFIC CONTROL														
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	LF	800.00		800.00	\$ 1.00	\$ 800.00		\$ -		0.00	\$ -	800.00	0.00%
8.02	PAVEMENT MARKING SYMBOLS, WATERBORNE	EA	1.00		1.00	\$ 50.00	\$ 50.00		\$ -		0.00	\$ -	1.00	0.00%
8.03	TRAFFIC CONTROL	LS	1.00		1.00	\$ 1,083.00	\$ 1,083.00	1.00	\$ 1,083.00		1.00	\$ 1,083.00	0.00	100.00%
8.04	SIGN POSTS, BLACK CLAD	EA	3.00		3.00	\$ 379.00	\$ 1,137.00		\$ -		0.00	\$ -	3.00	0.00%
8.05	TRAFFIC SIGNS	EA	5.00		5.00	\$ 379.00	\$ 1,895.00		\$ -		0.00	\$ -	5.00	0.00%
SITE WORK AND LANDSCAPING														
9.01	CONVENTIONAL SEEDING, TYPE 1	AC	3.00	0.50	3.50	\$ 2,707.00	\$ 9,474.50		\$ -		0.00	\$ -	3.50	0.00%
9.02	OVERSEEDING	AC	3.00	(2.70)	0.30	\$ 1,354.00	\$ 406.20		\$ -		0.00	\$ -	0.30	0.00%
9.03	SPECIAL SEEDING, NATIVE MIX	AC	1.00	0.40	1.40	\$ 2,706.00	\$ 3,788.40		\$ -		0.00	\$ -	1.40	0.00%
9.04	TREES, DECIDUOUS, 2" CALIPER	EA	15.00		15.00	\$ 650.00	\$ 9,750.00		\$ -		0.00	\$ -	15.00	0.00%
9.05	TREES, DECIDUOUS, 1.25" - 1.5" CALIPER	EA	15.00		15.00	\$ 487.00	\$ 7,305.00		\$ -		0.00	\$ -	15.00	0.00%
9.06	TREES, CONIFER - 4.5" HEIGHT	EA	16.00		16.00	\$ 480.00	\$ 7,680.00		\$ -		0.00	\$ -	16.00	0.00%
9.07	TREES, WATERING TRIPS	EA	10.00		10.00	\$ 541.00	\$ 5,410.00		\$ -		0.00	\$ -	10.00	0.00%
9.08	SHRUBS - 24-36" HEIGHT OR SPREAD	EA	12.00		12.00	\$ 81.00	\$ 972.00		\$ -		0.00	\$ -	12.00	0.00%
9.09	PERENNIALS - NATIVE PLUGS - FLATS	EA	4.00		4.00	\$ 650.00	\$ 2,600.00		\$ -		0.00	\$ -	4.00	0.00%
9.10	SHREDDED HARDWOOD MULCH	SY	70.00		70.00	\$ 9.75	\$ 682.50		\$ -		0.00	\$ -	70.00	0.00%
9.11	SILT FENCE	LF	350.00		350.00	\$ 2.16	\$ 756.00	350.00	\$ 756.00		350.00	\$ 756.00	0.00	100.00%
9.12	SILT FENCE, REMOVAL	LF	350.00		350.00	\$ 1.00	\$ 350.00		\$ -		0.00	\$ -	350.00	0.00%
9.13	WATTLES, STRAW, 9-INCH DIA.	LF	1,420.00		1,420.00	\$ 2.16	\$ 3,067.20	1,420.00	\$ 3,067.20		1,420.00	\$ 3,067.20	0.00	100.00%
9.14	WATTLES, REMOVAL	LF	1,420.00		1,420.00	\$ 1.00	\$ 1,420.00		\$ -		0.00	\$ -	1,420.00	0.00%
9.15	STABILIZED CONSTRUCTION ENTRANCE	SY	70.00		70.00	\$ 46.04	\$ 3,222.80		\$ -		0.00	\$ -	70.00	0.00%
9.16	HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM)	AC	7.00		7.00	\$ 4,331.00	\$ 30,317.00		\$ -		0.00	\$ -	7.00	0.00%
9.17	INLET PROTECTION DEVICE, DROP-IN	EA	1.00		1.00	\$ 215.61	\$ 215.61		\$ -		0.00	\$ -	1.00	0.00%
9.18	INLET PROTECTION DEVICE, SURFACE	EA	1.00		1.00	\$ 215.61	\$ 215.61		\$ -		0.00	\$ -	1.00	0.00%
9.19	INLET PROTECTION DEVICE, MAINTENANCE	EA	4.00		4.00	\$ 53.90	\$ 215.60		\$ -		0.00	\$ -	4.00	0.00%
9.20	ARMOR MAT	SY	7.00		7.00	\$ 490.00	\$ 3,430.00		\$ -		0.00	\$ -	7.00	0.00%
MISCELLANEOUS														

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

11.01	MOBILIZATION	LS	1.00		1.00	\$	6,767.00	\$	6,767.00	1.00	\$	6,767.00	0.00	100.00%
11.02	CONCRETE WASHOUT	LS	1.00		1.00	\$	550.00	\$	550.00	1.00	\$	550.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	STORM STRUCTURE MODIFICATION, CIRCULAR AREA INTAKE	LS		1.00		1.00	\$	1,500.00	\$	1,500.00	1.00	\$	1,500.00	0.00
12.02	RECIP TYPE 4, EXCEL PPS-10 TRM & TYPE 3 SEED	SY		230.00		230.00	\$	9.90	\$	2,277.00	230.00	\$	2,277.00	0.00
12.03	RECIP TYPE 2C, ERONET SC150	SY		560.00		560.00	\$	3.96	\$	2,217.60	560.00	\$	2,217.60	0.00
12.04	VEGETATION REMOVAL, INCLUDES MOW AND SPRAY	AC		4.00		4.00	\$	1,100.00	\$	4,400.00	4.00	\$	4,400.00	0.00%
12.05	CONVENTIONAL SEEDING, TYPE 4	AC		2.30		2.30	\$	1,100.00	\$	2,530.00	2.30	\$	2,530.00	0.00%
12.06						0.00	\$	-	\$	-	0.00	\$	-	0.00%
12.07						0.00	\$	-	\$	-	0.00	\$	-	0.00%
12.08						0.00	\$	-	\$	-	0.00	\$	-	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 344,011.47 PAY PERIOD = \$ 240,677.15

COMPLETED = \$ 240,677.15

59.96%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1		
2		
3		
4		
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Previous Applications for Payment

No.	Date	Amount
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70		

PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

No.	Date	Amount
1	September 6, 2022	\$ 11,975.40
2		
3		
4		
5		
6		
7		
8		
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11		
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13		
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22		
23		
24		
25		

CHANGE ORDER TOTAL = \$ 11,975.40

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	April 4, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of \$23,732.50 to JEO Consulting Group, Inc. for 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 #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 6, 2022
PAYMENT REQUEST # 15
PAYMENT PERIOD: From: July 9, 2022 Through: August 5, 2022

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	178,005.00	
Contract Amount to Date: (line 1 ± 2)	\$	307,565.00	
Total completed and stored to date:	\$	218,677.20	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	218,677.20	
Less previous applications for payment:	\$	194,944.70	
SUBTOTAL	\$	23,732.50	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 23,732.50

Balance to finish, including retainage: \$ 88,887.80

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

Date

August 12, 2022

City of Ankeny Staff Approval:

Signature

Date

Submit to: Becky Ford, PE, CFM - Stormwater and Environmental Manager

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	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	\$ 12,187.20
14	August 1, 2022	\$ 19,825.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 194,944.70

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	\$ 11,885.00
2	March 7, 2022	\$ 166,120.00
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CHANGE ORDER TOTAL = \$ 178,005.00

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

August 12, 2022

Project No: R200170.01

Invoice No: 134905

Invoice Amount: 23,732.50

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Rob Haaland

Project R200170.01 Ankeny SE 3rd Street Improvements - Phase 1

Professional Services through August 5, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$20,475.00		\$20,475.00	\$20,475.00	0.00
Geotechnical	\$7,000.00		\$7,000.00	\$7,000.00	0.00
Preliminary Design	\$62,090.00		\$62,090.00	\$62,090.00	0.00
Final Design	\$44,840.00		\$44,840.00	\$44,840.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$9,921.25	\$5,918.75	\$4,002.50
Construction Administration	\$120,000.00		\$67,311.25	\$47,581.25	\$19,730.00
Total	\$291,445.00		\$218,677.50	\$194,945.00	\$23,732.50
Total Amount Due Upon Receipt :					\$23,732.50

Email invoice to: BFord@AnkenyIowa.gov



August 12th, 2022

Ms. 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. 15
JEO Project No. 200170.01

Dear Ms. Ford:

This is the fifteenth progress report for the above referenced project and covers work through August 5th, 2022. Work during the specified timeframe includes Contractor coordination, Resident Project Representative and construction staking for Phase 1.

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,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$17,092.50 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 2
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 #: 200170.02
PO #
Original Contract Date: June 20, 2022
Vendor # 7827

Date of Council Meeting: September 6, 2022
PAYMENT REQUEST # 2
PAYMENT PERIOD: From: July 8, 2022 Through: August 5, 2022

Contract Summary

Original Contract Amount:	\$	106,780.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	106,780.00	
Total completed and stored to date:	\$	23,182.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	23,182.50	
Less previous applications for payment:	\$	6,090.00	
SUBTOTAL	\$		17,092.50

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 17,092.50

Balance to finish, including retainage: \$ 83,597.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

August 12, 2022

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

08/12/2022

Submit to:

Becky Ford, PE, CFM - Civil Engineer II

E-mail:

BFord@Ankenylowa.gov

Phone: (515) 963-3526

Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 1, 2022	\$ 6,090.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 6,090.00

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
 Original Contract Date: _____
 Original Contract Time: _____
 Added by Change Order: _____
 Contract Time to Date: 0.0
 Time Used to Date: _____
 Contract Time Remaining: 0.0



Engineering | Architecture | Surveying | Planning

Invoice

August 12, 2022

Project No: R200170.02

Invoice No: 134911

Invoice Amount: 17,092.50

Becky Ford
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Rob Haaland

Project R200170.02 Ankeny SE 3rd Street Improvements - Phase 2

Professional Services through August 5, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$22,810.00		\$1,958.75	\$1,495.00	\$463.75
Preliminary Design	\$12,800.00		\$12,800.00	\$4,595.00	\$8,205.00
Final Design	\$62,075.00		\$8,423.75	0.00	\$8,423.75
Public Information Meeting	\$3,860.00		0.00	0.00	0.00
Bidding Phase Services	\$5,235.00		0.00	0.00	0.00
Total	\$106,780.00		\$23,182.50	\$6,090.00	\$17,092.50
Total Amount Due Upon Receipt :					\$17,092.50

Email invoice to: BFord@AnkenyIowa.gov



August 12, 2022

Ms. Becky Ford
Stormwater and Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 2
JEO Project No. 200170.02

Dear Ms. Ford:

This is the second progress report for the above referenced project and covers work through August 5, 2022. Work related to this project through this period includes preliminary and final design.

In the coming months, our design team will continue with prelim design and work towards a set of 90% plans.

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,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$1,813.75 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Delaware Avenue HMA Widening
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 993.3993.4210 **Finance Project #** 993.4210
Vendor Project or Invoice #: 201512.00 **PO #** N/A
Original Contract Date: April 19, 2021 **Vendor #** 7827

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: July 9, 2022 Through: August 5, 2022

Contract Summary

Original Contract Amount:	\$ 97,750.00	
Net change by Change Orders:	\$ 119,795.00	
Contract Amount to Date: (line 1 ± 2)	\$ 217,545.00	
Total completed and stored to date:	\$ 138,425.38	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 138,425.38	
Less previous applications for payment:	\$ 136,611.63	
SUBTOTAL		\$ 1,813.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,813.75

Balance to finish, including retainage: \$ 79,119.62

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

Date

August 12, 2022

City of Ankeny Staff Approval:

Signature

Date

8/25/2022

Submit to:

Jim Haberichter - Civil Engineer II

E-mail: jhaberichter@AnkenyIowa.gov

Phone: (515) 963-3537

Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	\$ 4,361.25
2	July 6, 2021	\$ 5,788.75
3	August 2, 2021	\$ 28,591.25
4	September 7, 2021	\$ 28,883.75
5	October 4, 2021	\$ 15,606.25
6	November 1, 2021	\$ 11,733.75
7	March 7, 2022	\$ 24,167.88
8	April 4, 2022	\$ 2,690.00
9	May 2, 2022	\$ 2,466.25
10	June 6, 2022	\$ 5,796.25
11	July 5, 2022	\$ 4,646.25
12	August 1, 2022	\$ 1,880.00
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 136,611.63

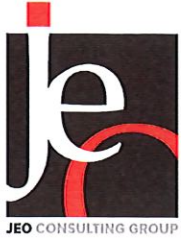
Record of Change Orders

No.	Date	Amount
1	January 3, 2022	\$ 24,595.00
2	March 21, 2022	\$ 95,200.00
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CHANGE ORDER TOTAL = \$ 119,795.00

Contract Time Remaining

Contract Period:	Working Days
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

Invoice

August 12, 2022

Project No: R201512.00

Invoice No: 134912

Invoice Amount: 1,813.75

Jim Haberichter
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Rob Haaland

Project R201512.00 Ankeny SE Delaware Avenue HMA Widening- SE 68th Ave to SE 72nd Ave

Professional Services through August 5, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$17,050.00		\$17,050.00	\$17,050.00	0.00
Environmental Services	\$2,000.00		\$1,930.00	\$1,930.00	0.00
Preliminary Design	\$43,610.00		\$43,591.25	\$43,591.25	0.00
Final Design	\$28,950.00		\$28,950.00	\$28,950.00	0.00
Public Information Meeting	\$3,450.00		\$3,443.75	\$3,443.75	0.00
Bidding Phase Services	\$2,690.00		\$2,690.00	\$2,690.00	0.00
Construction Staking	\$7,450.00		\$1,085.00	\$1,085.00	0.00
Construction Administration	\$14,250.00		\$14,250.00	\$13,163.75	\$1,086.25
Resident Project Representation	\$62,500.00		\$1,267.50	\$540.00	\$727.50
Monument Preservation	\$1,000.00		0.00	0.00	0.00
Post-Construction Services	\$10,000.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Amendment No. 1 - City Letting Design	\$15,095.00		\$15,095.00	\$15,095.00	0.00
Hourly Phase(s)					
Reimbursables-Amendment No. 1-Utility Potholing			\$5,572.88	\$5,572.88	0.00
Total	\$211,545.00		\$138,425.38	\$136,611.63	\$1,813.75

Total Amount Due Upon Receipt : \$1,813.75

Outstanding Invoices

Number	Date	Balance
133601	6/17/2022	.30
Total		.30

Email invoice to: jhaberichter@ankenyiowa.gov



August 12th, 2022

Mr. Jim Haberichter
Civil Engineer II
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: SE Delaware Avenue HMA Widening
Progress Report No. 13
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the thirteenth progress report for the above referenced project and covers work through August 5th, 2022. Work during the specified timeframe includes coordination with the construction contractor and utility companies.

The contractor is expected to start in early September. We will be ready to perform Resident Project Representative tasks.

JEO is excited to continue to work with the City of Ankeny on this project. Feel free to contact me if you have any questions about the attached invoice.

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #23 in the amount of \$19,993.52 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 23
PAYMENT PERIOD: From: 06/25/22 through: 08/19/22

Contract Summary

Original Contract Amount:	\$	67,395.00	
Net change by Change Orders:	\$	148,470.00	
Contract Amount to Date: (line 1 ± 2)	\$	215,865.00	
Total completed and stored to date:	\$	162,572.78	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	162,572.78	
Less previous applications for payment:	\$	142,579.26	
SUBTOTAL	\$		19,993.52

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

CURRENT PAYMENT DUE \$ 19,993.52

Balance to finish, including retainage: \$ 53,292.22

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

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

Firm Name

Signature

Date

8/25/2022

City of Ankeny Staff Approval

Signature

Date

8/26/22

Submit to: Don Clark, P.E.

Email: dclark@ankenyiowa.gov

Phone: 515-963-3520

Fax: 515-963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2017	\$ 2,047.50
2	1/2/2018	\$ 4,500.00
3	2/5/2018	\$ 15,540.00
4	4/2/2018	\$ 12,662.50
5	5/7/2018	\$ 2,725.00
6	11/19/2018	\$ 2,617.88
7	4/15/2019	\$ 1,350.00
8	5/6/2019	\$ 6,809.38
9	8/17/2020	\$ 2,530.00
10	10/5/2020	\$ 1,326.22
11	11/2/2020	\$ 6,569.83
12	12/7/2020	\$ 5,205.00
13	1/4/2021	\$ 8,515.00
14	2/1/2021	\$ 3,790.00
15	3/15/2021	\$ 4,457.50
16	6/21/2021	\$ 740.00
17	8/2/2021	\$ 370.00
18	9/20/2021	\$ 3,942.50
19	10/18/2021	\$ 5,632.50
20	12/6/2021	\$ 7,160.00
21	6/20/2022	\$ 36,645.47
22	7/18/2022	\$ 7,442.98
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TOTAL \$ 142,579.26

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Record of Change Orders

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

Contract Time Remaining:

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



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

INVOICE

Invoice Number: 61888
Date: August 04, 2022
Project Number: 1709615

City of Ankeny

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

Ankeny NE Four Mile Dr Culvert PE

For Professional Services Rendered Through: July 22, 2022

Work Completed during this reporting period:

Construction observation
Construction material testing
Engineer site visits

Work anticipated during the next reporting period:

Construction observation
Construction material testing
Engineer site visits

Maximum Allowable	\$215,865.00
Previously Billed	\$142,579.26
Current Invoice Amount	\$10,361.12
Remaining Contract	\$62,924.62

Professional Services

	Hours	Rate	Amount
Klinker, Daniel J - Assistant Construction Observer	33.00	85.00	\$2,805.00
Putz, Andrew J - Associate Engineer	14.00	140.00	\$1,960.00
Reneker, Steven B - Engineering Manager	26.00	195.00	\$5,070.00
	73.00		\$9,835.00

Reimbursable Expenses

	Qty	Unit Rate	Amount
Company Truck	38.00	.58	\$22.04
Company Truck	92.00	.58	\$53.36
Company Truck	600.00	.62	\$372.00
Company Truck	78.00	.58	\$45.24
Company Truck	54.00	.62	\$33.48
Totals			\$526.12

\$526.12

Invoice Total	\$10,361.12
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4390 114th Street
Urbandale, IA 50322
Billing Questions: 402-255-3833

INVOICE

Invoice Number: 63836
Date: August 23, 2022
Project Number: 1709615

City of Ankeny

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

Ankeny NE Four Mile Dr Culvert PE

For Professional Services Rendered Through: August 19, 2022

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

Work anticipated during the next reporting period:
Construction observation
Construction material testing
Engineer site visits
Project finalization and closeout

Maximum Allowable	\$215,865.00
Previously Billed	\$152,940.38
Current Invoice Amount	\$9,632.40
Remaining Contract	\$53,292.22

Professional Services

	Hours	Rate	Amount
Klinker, Daniel J - Assistant Construction Observer	37.00	85.00	\$3,145.00
Putz, Andrew J - Associate Engineer	12.00	140.00	\$1,680.00
Reneker, Steven B - Engineering Manager	23.00	195.00	\$4,485.00
	72.00		\$9,310.00

Reimbursable Expenses

	Qty	Unit Rate	Amount
Company Truck	80.00	.62	\$49.60
Company Truck	440.00	.62	\$272.80
Totals			\$322.40
			\$322.40

Invoice Total		\$9,632.40
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August 25, 2022

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

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

Dear Mr. Clark,

Submitted herewith are invoices 61888 & 63836 for work conducted on this project from June 25, 2022 through August 19, 2022.

During this period we have completed the following work:

- Construction observation
- Construction material testing
- Engineer site visits

Anticipated work to be completed during the next period:

- Construction observation
- Punchlist completion
- Engineer site visits
- Project finalization and closeout

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

Sincerely yours,
KIRKHAM MICHAEL



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



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$1,934.52 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds 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 #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Westwinds Storm Sewer Extension Project - SW Westwinds Drive
Contractor: Kirkham Michael and Associates
Address: 4390 114th Street, Urbandale, IA 50322
Finance Budget Code: 685.3685.4210 **Finance Project #** 685.4210
Vendor Project or Invoice #: 92796 **PO #**
Original Contract Date: April 19, 2021 **Vendor #** 908

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 7
PAYMENT PERIOD: From: May 14, 2022 Through: August 19, 2022

Contract Summary

Original Contract Amount:	\$	44,080.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	44,080.00	
Total completed and stored to date:	\$	37,167.43	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	-	
Less previous applications for payment:	\$	35,232.91	
SUBTOTAL	\$		1,934.52

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,934.52

Balance to finish, including retainage: \$ 6,912.57

Contract Time Remaining (If applicable) - #

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Kirkham Michael & Associates

Firm Name

Signature

Date

August 25, 2022

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Becky Ford, P.E.

E-mail:

bford@AnkenyIowa.gov

Phone: (515) 963-3526

Fax: (515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	\$ 4,768.86
2	September 20, 2021	\$ 3,132.50
3	October 18, 2021	\$ 2,302.36
4	December 6, 2021	\$ 1,220.00
5	December 20, 2021	\$ 5,312.62
6	June 6, 2022	\$ 18,496.57
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 35,232.91

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -
#REF!Contract Time Remaining

Contract Period:	
Original Contract Date:	April 19, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0.0
Time Used to Date:	
Contract Time Remaining:	0.0

August 25, 2022

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

Subject: Westwinds Storm Sewer Extension Project – SW Westwinds Drive
KM Project: 2105620

Dear Ms. Ford,

Submitted herewith is invoice 63853, for work conducted on this project from May 14, 2022 to August 19, 2022

During this period we have completed the following work:

- The attached invoice only includes the subconsultant invoice from Allender Butzke for the time spent investigating and meeting with property owners to discuss the neighboring property concerns.

Anticipated work to be completed during the next period:

- None anticipated at this time until directed by the City to proceed with preparation of contract documents.

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

Sincerely yours,
KIRKHAM MICHAEL



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



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

INVOICE

Invoice Number: 63853
Date: August 24, 2022
Project Number: 2105620

City of Ankeny

Attn: Becky Ford
220 W First Street
Ankeny, IA 50023-1557

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: August 19, 2022

Maximum Allowable	\$44,080.00
Previously Billed	\$35,232.91
Current Invoice Amount	\$1,934.52
Remaining Contract	\$6,912.57

Outside Consultants

	Qty	Unit Rate	Amount
Allender Butzke Engineers Inc	1.00	1,934.52	\$1,934.52
Totals			\$1,934.52
			\$1,934.52

Invoice Total	\$1,934.52
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ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #17 in the amount of \$16,931.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive Water Main
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 634.3634.4210 **Finance Project #** 634.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: April 6, 2020 **Vendor #** 6447

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: July 3, 2022 Through: August 20, 2022

Contract Summary

Original Contract Amount:	\$	120,010.00	
Net change by Change Orders:	\$	134,950.00	
Contract Amount to Date: (line 1 ± 2)	\$	254,960.00	
Total completed and stored to date:	\$	243,845.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	243,845.00	
Less previous applications for payment:	\$	226,914.00	
SUBTOTAL	\$	16,931.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 16,931.00

Balance to finish, including retainage: \$ 11,115.00

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: Not Applicable

Firm Name

Signature

Date

Engineer / Consultant Approval:

MSA Professional Services, Inc.

Firm Name

Signature

Date

8/25/2022

City of Ankeny Staff Approval:

Signature

Date

8/26/22

Submit to: Don Clark, Municipal Utilities Director

E-mail: DClark@Ankenylowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3535

Date Printed: 8/26/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 4, 2020	\$ 4,194.80
2	June 1, 2020	\$ 15,211.20
3	July 6, 2020	\$ 27,315.50
4	August 3, 2020	\$ 16,869.30
5	September 8, 2020	\$ 14,277.20
6	October 5, 2020	\$ 23,843.20
7	November 2, 2020	\$ 14,673.80
8	December 7, 2020	\$ 4,918.10
9	January 4, 2021	\$ 1,172.10
10	February 1, 2021	\$ 1,974.20
11	April 5, 2021	\$ 4,150.60
12	February 7, 2022	\$ 4,440.00
13	April 4, 2022	\$ 16,015.00
14	May 2, 2022	\$ 28,010.00
15	June 6, 2022	\$ 32,040.00
16	July 18, 2022	\$ 17,809.00
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Previous Applications for Payment

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TOTAL \$ 226,914.00

Record of Change Orders

No.	Date	Amount
1	June 1, 2020	\$ 5,750.00
2	February 15, 2021	\$ 119,700.00
3	March 7, 2022	\$ 9,500.00
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TOTAL \$ 134,950.00

Contract Time Remaining

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

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

DATE:

August 25, 2022

PROJECT NUMBERS:

City of Ankeny:

WTM-20-001

MSA:

09085053



CONSTRUCTION PROJECT 09085053

TASK 1: CONSTRUCTION ADMINISTRATION

Task 1: 95% Complete

MSA has been coordinating with City staff, pay application preparation and other administration items.

TASK 2: CONSTRUCTION STAKING

Task 2: 50% Complete

No additional work has been completed.

TASK 3: CONSTRUCTION OBSERVATION

Task 3: 95% Complete

The Contractor has completed all of the punchlist items from the project walkthrough. All that remains is for the Contractor to provide final site stabilization and restoration.

TASK 4: POST CONSTRUCTION

Task 4: 100% Complete

Shop drawings have been finalized and will be provided at project completion/acceptance.

PROJECT UPDATE

TASK 5: PLAN UPDATES

Task 5: 100% Complete

This task has been completed.

TASK 6: BIDDING

Task 6: 100% Complete

This task has been completed.

TASK 7: PRECONSTRUCTION AND SHOP DRAWING REVIEW

Task 7: 100% Complete

This task has been completed.

**Remit to:**

MSA Professional Services, Inc.
1230 South Boulevard
Baraboo, WI 53913

INVOICE

PAYMENT DUE UPON RECEIPT OF INVOICE.
INTEREST AT THE RATE OF 1.5% PER MONTH
ON UNPAID BALANCE WILL BE ADDED TO
YOUR NEXT STATEMENT.

For questions, contact: (800) 362-4505

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

August 26, 2022
Invoice No: R09085053.0 - 7

00-50-203
Project Manager Nichole Sungren
Client Liaison Nichole Sungren

AMOUNT DUE THIS INVOICE: \$16,931.00

Project R09085053.0 City of Ankeny IA CRS 36th and Weigel Water Main
Professional Services from July 3, 2022 to August 20, 2022

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Construction Admin	28,400.00	95.00	26,980.00	22,720.00	4,260.00
Construction Staking	12,000.00	50.00	6,000.00	6,000.00	0.00
Construction Observation	73,900.00	95.00	70,205.00	57,642.00	12,563.00
Post Construction	5,400.00	100.00	5,400.00	5,292.00	108.00
Plan Updates	3,700.00	100.00	3,700.00	3,700.00	0.00
Bidding	2,900.00	100.00	2,900.00	2,900.00	0.00
Precon & Shop Drawings	2,900.00	100.00	2,900.00	2,900.00	0.00
Total Fee	129,200.00		118,085.00	101,154.00	16,931.00
Total Fee					16,931.00
AMOUNT DUE THIS INVOICE:					<u><u>\$16,931.00</u></u>

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

We are proud to be a 100% employee-owned firm.



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

August 26, 2022

Don Clark, Municipal Utilities Director
City of Ankeny
220 W. 1st Street
Ankeny, Iowa 50023

Re: NW 36th Street and NW Weigel Drive Water Main
Project # 09085053

Dear Mr. Clark:

Please find attached the Engineering Invoice #17 for work completed between July 3, 2022 and August 20, 2022. Please refer to the attached Project Update for a summary of the work completed to date. The Contractor has finished the punchlist items for the project and all that remains is the final site restoration for this site.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward with working with the City on future projects.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is written in a cursive, flowing style.

Nichole Sungren, P.E.
Project Manager

nes
Enc.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$11,095.00 to Nilles Associates, Inc., for engineering service on the SW Des Moines Street Park Phase 1 Improvements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW Des Moines Street Parks Phase 1
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny IA 50023
Finance Budget Code: 897.2897.4210 Finance Project Code: 897.2897
Vendor Project or Invoice #: 21233.02 PO #:
Original Contract Date: December 20, 2021 Vendor #: 3164

Date of Council Meeting September 6, 2022 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: 03/01/22 through: 07/31/22

Contract Summary

Original Contract Amount:	\$	<u>48,500.00</u>	
Net change by Change Orders:		<u></u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>48,500.00</u>	
Total completed and stored to date:	\$	<u>47,387.50</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>47,387.50</u>	
Less previous applications for payment:	\$	<u>36,292.50</u>	
SUBTOTAL	\$		<u>11,095.00</u>

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 11,095.00

Balance to finish, including retainage: \$ 1,112.50

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

City of Ankeny Staff Approval

Signature

Date

Submit to: Nick Lenox, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

Email: NLenox@AnkenyIowa.gov Phone: 515-963-3576 Fax:

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Ankeny
Attn: Nick Lenox
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 8/10/2022
Billing Period 03/01/22-07/31/22

Invoice No: 21233.02
Project No: 21233

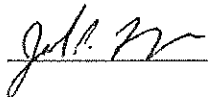
Project: SW Des Moines Street Parks Phase 1

Basic Services:	Hours	Rate	Amount	Current
Engineer I	1.0	\$85.00	\$85.00	
Senior Landscape Architect	19.0	\$140.00	\$2,660.00	
Landscape Architect I	30.5	\$105.00	\$3,202.50	
Senior Technician	10.5	\$115.00	\$1,207.50	
Technician II	26.5	\$85.00	\$2,252.50	
Technician I	22.5	\$75.00	<u>\$1,687.50</u>	
	Subtotal:		\$11,095.00	<u>\$11,095.00</u>
	Total:		\$11,095.00	
	Previous Invoices:		<u>\$36,292.50</u>	
	Total to Date:		\$47,387.50	

Contract Amount: \$ 48,500.00
Amount Remaining: \$ 1,112.50

Total Due this Invoice: \$11,095.00

NILLES ASSOCIATES, INC.



Thank you for your business.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/18/2022	\$ 36,292.50
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TOTAL \$ 36,292.50

#	Date	Amount
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Record of Change Orders

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	December 20, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$6,277.50 to Nilles Associates, Inc., for engineering services on the Diamond Hills Greenway Stream 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 #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Diamond Hills Greenway Stream Repairs
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny IA 50023
Finance Budget Code: 680.3680.4210 Finance Project Code: 680.4210
Vendor Project or Invoice #: 21235.02 PO #:
Original Contract Date: February 21, 2022 Vendor #: 3164

Date of Council Meeting September 6, 2022 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: 05/01/22 through: 07/31/22

Contract Summary

Original Contract Amount:	\$	<u>37,900.00</u>	
Net change by Change Orders:	\$	<u>24,100.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$		<u>62,000.00</u>
Total completed and stored to date:	\$	<u>43,755.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$		<u>43,755.00</u>
Less previous applications for payment:	\$		<u>37,477.50</u>
SUBTOTAL			<u>\$ 6,277.50</u>

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 6,277.50

Balance to finish, including retainage: \$ 18,245.00

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.

Engineer/Consultant Approval: Nilles Associates, Inc.
Firm Name

Signature

Date

8/20/2022

City of Ankeny Staff Approval

Signature

Date

8/29/2022

Submit to: Becky Ford, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

Email: BFord@AnkenyIowa.gov

Phone: 515-963-3526

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	6/20/2022	\$ 37,477.50
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TOTAL \$ 37,477.50

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	6/20/2022	\$ 24,100.00
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TOTAL		\$ <u>24,100.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 21, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Ankeny
Attn: Becky Ford
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Invoice Date: 8/10/2022
Billing Period 05/01/22-07/31/22

Invoice No: 21235.02
Project No: 21235

Project: Diamond Hills Greenway Stream Repairs

Basic Services:	Hours	Rate	Amount	Current
Engineer VI	23.0	\$130.00	\$2,990.00	
Engineer II	1.5	\$85.00	\$127.50	
Land Surveyor IV	3.0	\$100.00	\$300.00	
Technician V	16.0	\$85.00	\$1,360.00	
Technician IV	20.0	\$75.00	<u>\$1,500.00</u>	
		Subtotal:	\$6,277.50	<u>\$6,277.50</u>
		Total:	\$6,277.50	
		Previous Invoices:	<u>\$37,477.50</u>	
		Total to Date:	\$43,755.00	

Contract Amount: \$ 62,000.00
Amount Remaining: \$ 18,245.00

Total Due this Invoice: \$6,277.50

NILLES ASSOCIATES, INC.



Thank you for your business.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$16,997.50 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Crestmoor Sanitary Sewer Replacement
Contractor: Nilles Associates, Inc.
Address: 1250 SW State Street, Suite A, Ankeny IA 50023
Finance Budget Code: 656.3656.4210 Finance Project Code: 656.4210
Vendor Project or Invoice #: 22017.01 PO #:
Original Contract Date: March 21, 2022 Vendor #: 3164

Date of Council Meeting September 6, 2022 PAYMENT REQUEST # 1
PAYMENT PERIOD: From: 03/21/22 through: 07/31/22

Contract Summary

Original Contract Amount:	\$	<u>37,700.00</u>	
Net change by Change Orders:			
Contract Amount to Date: (line 1 ± 2)	\$	<u>37,700.00</u>	
Total completed and stored to date:	\$	<u>16,997.50</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>16,997.50</u>	
Less previous applications for payment:	\$	<u>-</u>	
SUBTOTAL			\$ <u>16,997.50</u>

OTHER CHARGES (Please attach an itemized list)

CURRENT PAYMENT DUE \$ 16,997.50

Balance to finish, including retainage: \$ 20,702.50

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

City of Ankeny Staff Approval

Signature

Date

Submit to: Don Clark, 220 West 1st Street, Ankeny, Iowa 50023

Email: DClark@AnkenyIowa.gov Phone: 515-963-3529 Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
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TOTAL		\$ -

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

1250 SW State Street, Suite A
Ankeny, IA 50023-2555
(515) 965-0123 – (515) 965-3322 fax
nillesinc.com

NILLES ASSOCIATES

Engineering – Landscape Architecture – Land Surveying

INVOICE

City of Ankeny
Attn: Don Clark
220 W. 1st Street
Ankeny, Iowa 50023

Invoice Date: 8/10/2022
Billing Period 03/21/22-07/31/22

Invoice No: 22017.01
Project No: 22017

Project: NE Crestmoor Sanitary Sewer Replacement

Basic Services:	Hours	Rate	Amount	Current
Engineer VII	38.0	\$140.00	\$5,320.00	
Engineer I	61.5	\$75.00	\$4,612.50	
Land Surveyor V	19.0	\$115.00	\$2,185.00	
Technician V	45.5	\$85.00	\$3,867.50	
Technician IV	13.5	\$75.00	<u>\$1,012.50</u>	
	Subtotal:		\$16,997.50	<u>\$16,997.50</u>
	Previous Invoices:		<u>\$0.00</u>	
	Total to Date:		\$16,997.50	

Contract Amount: \$ 37,700.00
Amount Remaining: \$ 20,702.50

Total Due this Invoice: \$16,997.50

NILLES ASSOCIATES, INC.



Thank you for your business.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$49,017.04 to Olsson, Inc., for engineering services on the Fiber Optic Network Master Plan project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fiber Optic Network Master Plan
Contractor: Olsson, Inc.
Address: PO Box 84608, Lincoln, NE 68501-4608
Finance Budget Code: 260.3265.4210 Finance Project #: 265.421
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: February 7, 2022 Vendor #: 10076

Date of Council Meeting: Sept 6, 2022
August 15, 2022 TH PAYMENT REQUEST # 1
PAYMENT PERIOD: From: February 7, 2022 Through: August 6, 2022

Contract Summary

Original Contract Amount:	\$	85,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	85,000.00	
Total completed and stored to date:	\$	49,017.04	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	49,017.04	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	49,017.04	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 49,017.04

Balance to finish, including retainage: \$ 35,982.96

Contract Time Remaining (If applicable) 40.00 Working Days TH

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:

Olsson, Inc.

Firm Name

August 10, 2022

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone:

515-963-3548

Fax:

N/A

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date: February 7, 2022

Substantial Completion

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

Full Completion

Contract Working Days: 220.0
Added by Change Order: _____
Total Working Days: 220.0
Working Days Used to Date: 180.0
Working Days Remaining: 40.0



MONTHLY PROGRESS REPORT

City of Ankeny, Fiber Optic Network Master Plan

Project No. 021-08729

Work Period: 01/25/2022 – 08/06/2022

Summary of Work Completed This Period:

- Prepared for and facilitated project kick-off meeting on February 15, 2022
- Prepared for and facilitated bi-weekly Thursday status meetings
- Prepared for and facilitated Stakeholder Input Meetings for Traffic and IT departments on March 22, 2022
- Collected, compiled, and evaluated the existing system infrastructure to determine gaps in existing system using OSP Insight and city provided input
 - Updated OSP Insight based on conversations with city
- Compiled and assigned priority to existing and future city facilities connections
- Identified communication groups and fiber network redundancy structure
 - Evaluated multiple iterations of network structures to facilitate city goals
 - Identified methods to facilitate implementation of proposed structure for active 2022 projects
 - Met with city staff in the field on multiple occasions to identify existing conditions alignment with proposed network
 - Supported the city in amending active projects for the future network
- Estimated costs for project segments for planned communication group and existing fiber network gaps for use in project prioritization
- Continued development of content and visualizations for draft final report document
- Prepared work period invoice and progress report

Summary of Future Work for Next Period:

- Prepare for and facilitate bi-weekly status meetings
- Finalize and submit project prioritization
- Finalize and submit draft final report for comment
- Prepare and submit current work period invoice and progress report

Issues, Special Problems, or Comments:

- None at this time

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

Leslie Hart
City of Ankeny IA
410 W 1st St
Ankeny, IA 50023-1557

olsson

August 10, 2022
Invoice No: 428792

Invoice Total	\$49,017.04
----------------------	--------------------

Olsson Project # 021-08729 Ankeny IA Fiber Optic Network Master Plan
Professional services rendered through August 6, 2022 for work completed in accordance with our agreement dated January 25, 2022.

Phase 100 Project Management

Labor

	Hours	Rate	Amount	
Principal				
Emory, Meredith	11.00	185.00	2,035.00	
Hansen, Blake	2.00	249.00	498.00	
Administrative/Clerical				
Holman, Lacy	1.25	97.00	121.25	
Totals	14.25		2,654.25	
Total Labor				2,654.25

Reimbursable Expenses

Personal Vehicle Mileage			43.29	
Total Reimbursables			43.29	43.29

Billing Limits

	Current	Prior	To-Date
Total Billings	2,697.54	0.00	2,697.54
Limit			7,600.00
Balance Remaining			4,902.46

Total this Phase \$2,697.54

Phase 200 Existing System Assessment

Labor

	Hours	Rate	Amount
Principal			
Emory, Meredith	61.75	185.00	11,423.75
Assistant Professional			
Klug, Ryan	16.75	214.00	3,584.50
Kosiski, Kara	7.50	151.00	1,132.50

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	021-08729	Ankeny IA Fiber Optic Network Master	Invoice	428792
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CAD Operator				
Collins, Scott	90.00	83.00	7,470.00	
Koenig, Cassidy	18.75	83.00	1,556.25	
Totals	194.75		25,167.00	
Total Labor				25,167.00

Billing Limits	Current	Prior	To-Date	
Total Billings	25,167.00	0.00	25,167.00	
Limit			25,200.00	
Balance Remaining			33.00	
		Total this Phase		\$25,167.00

Phase	300	Stakeholder Input
Labor		

	Hours	Rate	Amount	
Principal				
Emory, Meredith	54.50	185.00	10,082.50	
Hansen, Blake	5.50	249.00	1,369.50	
Assistant Professional				
Klug, Ryan	1.50	214.00	321.00	
CAD Operator				
Koenig, Cassidy	16.75	83.00	1,390.25	
Totals	78.25		13,163.25	
Total Labor				13,163.25

Billing Limits	Current	Prior	To-Date	
Total Billings	13,163.25	0.00	13,163.25	
Limit			13,200.00	
Balance Remaining			36.75	
		Total this Phase		\$13,163.25

Phase	400	System Needs Assessment
Labor		

	Hours	Rate	Amount	
Principal				
Emory, Meredith	21.00	185.00	3,885.00	
CAD Operator				
Koenig, Cassidy	42.75	83.00	3,548.25	
Totals	63.75		7,433.25	
Total Labor				7,433.25

Billing Limits	Current	Prior	To-Date	
Total Billings	7,433.25	0.00	7,433.25	
Limit			17,700.00	
Balance Remaining			10,266.75	
		Total this Phase		\$7,433.25

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	021-08729	Ankeny IA Fiber Optic Network Master	Invoice	428792
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Phase 500 Fiber Optic Master Plan Development
Labor

	Hours	Rate	Amount	
Principal				
Hansen, Blake	1.00	249.00	249.00	
Havlat, Todd	1.00	189.00	189.00	
CAD Operator				
Scalf, Luke	2.00	59.00	118.00	
Totals	4.00		556.00	
Total Labor				556.00
Billing Limits	Current	Prior	To-Date	
Total Billings	556.00	0.00	556.00	
Limit			21,300.00	
Balance Remaining			20,744.00	
		Total this Phase		\$556.00
		AMOUNT DUE THIS INVOICE		\$49,017.04

Billings to Date

	Current	Prior	Total
Labor	48,973.75	0.00	48,973.75
Expense	43.29	0.00	43.29
Totals	49,017.04	0.00	49,017.04

Email Invoices to: Lhart@ankenyiowa.gov

Authorized By: Meredith Emory

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$2,924.20 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th Street and NW Weigel Drive Water Main (Construction)
Contractor: On Track Construction, LLC
Address: 1316 6th Street, Suite 109, Nevada 50201
Finance Budget Code: 634.3634.4450 **Finance Project #** 634.4450
Vendor Project or Invoice #: PO #
Original Contract Date: February 21, 2022 **Vendor #** 9363

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 07/1/2022 Through: 08/31/2022

Contract Summary

Original Contract Amount:	\$	1,298,500.00	
Net change by Change Orders:	\$	24,861.89	
Contract Amount to Date: (line 1 ± 2)	\$	1,323,361.89	
Total completed and stored to date:	\$	1,316,701.89	
Retainage: 5 % of Completed Work:	\$	65,835.09	
Total Earned less Retainage:	\$	1,250,866.80	
Less previous applications for payment:	\$	1,247,942.60	
SUBTOTAL	\$		2,924.20

OTHER CHARGES (Attach an Itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,924.20

Balance to finish, including retainage: \$ 72,495.09

Contract Time Remaining (If applicable) 3.00 Working Days

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

Construction Contractor Approval: On Track Construction, LLC

Signature: [Signature] Firm Name: On Track Construction, LLC Date: 8-25-22

Engineer / Consultant Approval: MSA Professional Services, Inc.

Signature: [Signature] Firm Name: MSA Professional Services, Inc. Date: 8/25/2022

City of Ankeny Staff Approval:

Signature: [Signature] Date: 8/26/22

Submit to: Don Clark, Municipal Utilities Director

E-mail: DClark@Ankenylowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3535

Date Printed: 8/25/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 624,826.42
2	May 16, 2022	\$ 572,730.56
3	June 20, 2022	\$ 43,531.37
4	July 18, 2022	\$ 6,854.25
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Previous Applications for Payment

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TOTAL \$ 1,247,942.60

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 49,575.79
2	September 6, 2022	\$ (24,713.90)
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TOTAL \$ 24,861.89

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 21, 2022
Original Contract Time:	110.00
Added by Change Order:	
Contract Time to Date:	110.00
Time Used to Date:	107.00
Contract Time Remaining:	3.00

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Topsoil , On-site	CY	6,460.00		6,460.00	\$ 2.00	\$ 12,920.00	6,460.00	\$ 12,920.00	-	100.00%
2	Removal of Known Pipe and Conduit, CMP	LF	168.00	(19.00)	149.00	\$ 25.00	\$ 3,725.00	149.00	\$ 3,725.00	-	100.00%
3	Trench Compaction Testing	LS	1.00		1.00	\$ 8,075.00	\$ 8,075.00	1.00	\$ 8,075.00	-	100.00%
4	Pipe Culvert, Trenched, CMP, 15"	LF	124.00	(1.00)	123.00	\$ 65.00	\$ 7,995.00	123.00	\$ 7,995.00	-	100.00%
5	Pipe Culvert, Trenched, CMP, 24"	LF	9.00		9.00	\$ 220.00	\$ 1,980.00	9.00	\$ 1,980.00	-	100.00%
6	Pipe Culvert, Trenched, CMP, 30"	LF	35.00	(18.00)	17.00	\$ 155.00	\$ 2,635.00	17.00	\$ 2,635.00	-	100.00%
7	Pipe Apron, CMP, 15"	EA	6.00		6.00	\$ 950.00	\$ 5,700.00	6.00	\$ 5,700.00	-	100.00%
8	Pipe Apron, CMP, 24"	EA	2.00		2.00	\$ 1,050.00	\$ 2,100.00	2.00	\$ 2,100.00	-	100.00%
9	Pipe Apron, CMP, 30"	EA	3.00		3.00	\$ 1,600.00	\$ 4,800.00	3.00	\$ 4,800.00	-	100.00%
10	Water Main, Trenched, C900, 16"	LF	8,832.00		8,832.00	\$ 100.00	\$ 883,200.00	8,832.00	\$ 883,200.00	-	100.00%
11	Water Main, Trenched, C900, 12"	LF	54.00	1.00	55.00	\$ 145.00	\$ 7,975.00	55.00	\$ 7,975.00	-	100.00%
12	Water Main, Trenched, Restrained Joint, 16"	LF	120.00		120.00	\$ 135.00	\$ 16,200.00	120.00	\$ 16,200.00	-	100.00%
13	Water Main with Casing Pipe, Trenchless, C900, 16"	LF	105.00		105.00	\$ 725.00	\$ 76,125.00	105.00	\$ 76,125.00	-	100.00%
14	Bend, DIP, 16", 45DEG	EA	8.00		8.00	\$ 3,750.00	\$ 30,000.00	8.00	\$ 30,000.00	-	100.00%
15	Reducer, DIP, 16"x12"	EA	1.00		1.00	\$ 2,085.00	\$ 2,085.00	1.00	\$ 2,085.00	-	100.00%
16	Reducer, DIP, 12"x6"	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	1.00	\$ 1,400.00	-	100.00%
17	Tee, 16"x12"	EA	1.00		1.00	\$ 4,595.00	\$ 4,595.00	1.00	\$ 4,595.00	-	100.00%
18	Water Service Stub, Near-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	\$ 2,685.00	\$ 2,685.00	1.00	\$ 2,685.00	-	100.00%
19	Water Service Stub, Far-Side, Polyethylene, 1", w/Curb Stop (Typ.)	EA	1.00		1.00	\$ 4,650.00	\$ 4,650.00	1.00	\$ 4,650.00	-	100.00%
20	Connect to Existing Main	EA	1.00		1.00	\$ 11,000.00	\$ 11,000.00	1.00	\$ 11,000.00	-	100.00%
21	Tracer Wire Access Pedestal	EA	7.00		7.00	\$ 1,000.00	\$ 7,000.00	7.00	\$ 7,000.00	-	100.00%
22	Valve, DIP 16"	EA	3.00		3.00	\$ 9,950.00	\$ 29,850.00	3.00	\$ 29,850.00	-	100.00%
23	Valve, DIP, 12"	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00	-	100.00%
24	Fire Hydrant Assembly	EA	7.00		7.00	\$ 7,350.00	\$ 51,450.00	7.00	\$ 51,450.00	-	100.00%
25	Fire Hydrant Assembly Removal and Relocation	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	1.00	\$ 5,000.00	-	100.00%
26	Removal of Granular Surfacing	SY	223.00		223.00	\$ 25.00	\$ 5,575.00	223.00	\$ 5,575.00	-	100.00%
27	Driveway, Granular	SY	98.00		98.00	\$ 30.00	\$ 2,940.00	98.00	\$ 2,940.00	-	100.00%
28	Granular Surfacing, Class A Crushed Stone	SY	125.00		125.00	\$ 35.00	\$ 4,375.00	125.00	\$ 4,375.00	-	100.00%
29	Traffic Control	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
30	Conventional Seeding, Fertilizing and Mulching, Type 2	AC	5.00	-	5.00	\$ 2,775.00	\$ 13,875.00	2.80	\$ 7,215.00	2.40	52.00%
31	Temporary Seeding and BFM Mulching	AC	5.00	(4.50)	0.50	\$ 2,775.00	\$ 1,387.50	0.50	\$ 1,387.50	-	100.00%
32	Silt Fence	LF	6,000.00	(5,023.00)	977.00	\$ 1.70	\$ 1,660.90	977.00	\$ 1,660.90	-	100.00%
33	Silt Fence, Removal of Device	LF	6,000.00	(5,023.00)	977.00	\$ 0.10	\$ 97.70	977.00	\$ 97.70	-	100.00%
34	Mobilization	LS	1.00		1.00	\$52,580.00	\$ 52,580.00	1.00	\$ 52,580.00	-	100.00%
						\$ -					
	CHANGE ORDER #1										
CO_11	12" Tile on NW Weigel Drive	LS		1.00	1.00	125.00	\$ 137.50	1.00	\$ 137.50		100.00%
CO_12	18" Tile on NW 36th Street	LS		1.00	1.00	225.00	\$ 247.50	1.00	\$ 247.50		100.00%
CO_13	24" Tile on NW 36th Street	LS		1.00	1.00	250.00	\$ 275.00	1.00	\$ 275.00		100.00%
CO_14	30" Tile on NW 36th Street	LS		1.00	1.00	384.80	\$ 423.28	1.00	\$ 423.28		100.00%
CO_15	38 Ton Pipe Bedding	LS		1.00	1.00	1,214.10	\$ 1,335.51	1.00	\$ 1,335.51		100.00%
CO_16	19 CY Concrete for Collars	LS		1.00	1.00	2,975.00	\$ 3,272.50	1.00	\$ 3,272.50		100.00%
CO_17	16" Tile Encountered & Diverted	LS		1.00	1.00	5,370.00	\$ 5,907.00	1.00	\$ 5,907.00		100.00%
CO_18	16" Tile Repair	LS		1.00	1.00	3,590.00	\$ 3,938.00	1.00	\$ 3,938.00		100.00%
CO_19	24" and 30" Tile Repair	LS		1.00	1.00	10,292.50	\$ 11,321.75	1.00	\$ 11,321.75		100.00%
CO_110	30" Collar Replacement	LS		1.00	1.00	8,950.00	\$ 9,845.00	1.00	\$ 9,845.00		100.00%
CO_111	12" Tile Repair	LS		1.00	1.00	6,265.00	\$ 6,891.50	1.00	\$ 6,891.50		100.00%
CO_112	Dri-Prims Pump for Dewatering Tiles	LS		1.00	1.00	3,750.00	\$ 4,125.00	1.00	\$ 4,125.00		100.00%
CO_113	Equipment & Material Mobilization	LS		1.00	1.00	1,687.50	\$ 1,856.25	1.00	\$ 1,856.25		100.00%
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TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 1,323,361.89

\$ 1,318,701.89

-0.50%



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

P (515) 964-1920
TF (800) 844-4122
F (515) 964-4003

www.msa-ps.com

August 24, 2022

Don Clark, Municipal Utilities Director
City of Ankeny
220 W. 1st Street
Ankeny, Iowa 50023

Re: NW 36th Street and NW Weigel Drive Water Main (Construction)
Projects # 09085053

Dear Mr. Clark:

Please find attached the Pay Application #5 for work completed between July 1, 2022 and August 31, 2022. The Contractor has completed all of the punchlist items onsite and will be completing the overseeding of the site in order to finalize the project this week.

Please contact me if you have any questions regarding the information in this submittal, or if you have any other questions or concerns.

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in blue ink that reads "Nichole Sungren". The signature is fluid and cursive, with the first name "Nichole" and last name "Sungren" clearly legible.

Nichole Sungren, P.E.
Project Manager



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$57,348.00 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.3% 694.3694.4210
82.6% 696.6986.4210
Finance Project # 17.3% 694.4210
82.6% 696.4210
Vendor Project or Invoice #: 51487
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: September 6, 2022
PAYMENT REQUEST # 5
PAYMENT PERIOD: From: July 1, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	223,370.00	
Total completed and stored to date:	\$	125,840.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	125,840.00	
Less previous applications for payment:	\$	68,492.00	
SUBTOTAL	\$		57,348.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 57,348.00

Balance to finish, including retainage: \$ 97,530.00

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:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

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

E-mail:

bford@Ankenylowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
4	June 30, 2022	\$ 38,526.75
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 68,492.00

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

August 23, 2022

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #51487 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Site field visits
3. Stream pebble count evaluations
4. Environmental studies
5. WFPO coordination
6. Preparation of preliminary opinions of construction cost
7. Development and finalization of schematic design plans for stream restoration project
8. Topographic surveys

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager





ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$12,045.43 to RedBud LLC for work on the 2022 Native Vegetation Maintenance project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application No. 3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Native Vegetation Maintenance
Contractor: RedBud LLC
Address: 1208 East 20th Court Des Moines, IA 50317
Finance Budget Code: 580.3580.4227 **Finance Project #** 580.4227
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: January 3, 2022 **Vendor #** 008509

Date of Council Meeting: ⁹⁻⁶
 August 15, 2022 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: June 9, 2022 Through: August 1, 2022

Contract Summary

Original Contract Amount:	\$	27,195.00	
Net change by Change Orders:	\$	11,530.00	
Contract Amount to Date: (line 1 ± 2)	\$	38,725.00	
Total completed and stored to date:	\$	21,946.90	
Retainage: 5 % of Completed Work:	\$	1,097.35	
Total Earned less Retainage:	\$	20,849.56	
Less previous applications for payment:	\$	8,804.13	
SUBTOTAL			\$ 12,045.43
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$		12,045.43

Balance to finish, including retainage: \$ 17,875.45

Contract Time Remaining (If applicable) - #

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

Construction Contractor Approval: RedBud LLC

Signature: Anne Muno
 Firm Name:

Date: 8/10/22

Engineer / Consultant Approval:

Signature: _____ Date: _____
 Firm Name:

City of Ankeny Staff Approval:

Signature: Becky Ford Date: 08/10/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
SW Magazine Bioswales														
1.1	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00		\$ -	4.00	4.00	\$ 480.00	0.00	100.00%
1.2	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	900		900.00	\$ 6.00	\$ 5,400.00	732.00	\$ 3,074.40		732.00	\$ 3,074.40	168.00	81.33%
1.3	TRIM AROUND BIOSWALES	Ea.	24		24.00	\$ 45.00	\$ 1,080.00		\$ -		0.00	\$ -	24.00	0.00%
1.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	4		4.00	\$ 120.00	\$ 480.00		\$ -		0.00	\$ -	4.00	0.00%
WEST FIRST STREET BIOSWALES														
2.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	3.4		3.40	\$ 205.00	\$ 697.00		\$ -	3.40	3.40	\$ 697.00	0.00	100.00%
2.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00		\$ -	3.40	3.40	\$ 408.00	0.00	100.00%
2.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	3.4		3.40	\$ 205.00	\$ 697.00		\$ -		0.00	\$ -	3.40	0.00%
2.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	200		200.00	\$ 6.00	\$ 1,200.00	200.00	\$ 840.00		200.00	\$ 840.00	0.00	100.00%
2.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	3.4		3.40	\$ 120.00	\$ 408.00		\$ -		0.00	\$ -	3.40	0.00%
2.6	TRIM AROUND BIOSWALES	Ea.	15		15.00	\$ 45.00	\$ 675.00	5.00	\$ 225.00		5.00	\$ 225.00	10.00	33.33%
FIRE DEPARTMENT #2 BIOSWALE														
3.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.7		1.70	\$ 205.00	\$ 348.50		\$ -	1.70	1.70	\$ 348.50	0.00	100.00%
3.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00		\$ -	1.70	1.70	\$ 204.00	0.00	100.00%
3.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.7		1.70	\$ 205.00	\$ 348.50		\$ -		0.00	\$ -	1.70	0.00%
3.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	100		100.00	\$ 6.00	\$ 600.00	100.00	\$ 420.00		100.00	\$ 420.00	0.00	100.00%
3.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.7		1.70	\$ 120.00	\$ 204.00		\$ -		0.00	\$ -	1.70	0.00%
3.6	TRIM AROUND BIOSWALES	Ea.	3		3.00	\$ 45.00	\$ 135.00		\$ -		0.00	\$ -	3.00	0.00%
NW STATE STREET BIOSWALES														
4.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5.2		5.20	\$ 205.00	\$ 1,066.00		\$ -	5.20	5.20	\$ 1,066.00	0.00	100.00%
4.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00		\$ -	5.20	5.20	\$ 624.00	0.00	100.00%
4.3	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5.2		5.20	\$ 205.00	\$ 1,066.00		\$ -		0.00	\$ -	5.20	0.00%
4.4	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	310		310.00	\$ 6.00	\$ 1,860.00	310.00	\$ 1,302.00		310.00	\$ 1,302.00	0.00	100.00%
4.5	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5.2		5.20	\$ 120.00	\$ 624.00		\$ -		0.00	\$ -	5.20	0.00%
4.6	TRIM AROUND BIOSWALES	Ea.	12		12.00	\$ 45.00	\$ 540.00	4.00	\$ 180.00		4.00	\$ 180.00	8.00	33.33%
BASINS NORTH OF ASHLAND ELEMENTARY														
5.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	AC.	1.2		1.20	\$ 550.00	\$ 660.00		\$ -	1.20	1.20	\$ 660.00	0.00	100.00%
5.2	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00		\$ -	1.20	1.20	\$ 780.00	0.00	100.00%
5.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	AC.	1.2		1.20	\$ 650.00	\$ 780.00		\$ -		0.00	\$ -	1.20	0.00%
ART CENTER														
6.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	1.2		1.20	\$ 205.00	\$ 246.00		\$ -	1.20	1.20	\$ 246.00	0.00	100.00%
6.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	1.2		1.20	\$ 205.00	\$ 246.00		\$ -		0.00	\$ -	1.20	0.00%
6.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00		\$ -	1.20	1.20	\$ 144.00	0.00	100.00%
6.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	1.2		1.20	\$ 120.00	\$ 144.00		\$ -		0.00	\$ -	1.20	0.00%
ALTERNATE - HORIZON PARK														
7.1	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN FALL/WINTER 2021	1,000 SF	5		5.00	\$ 205.00	\$ 1,025.00		\$ -	5.00	5.00	\$ 1,025.00	0.00	100.00%
7.2	MOW/CUT UNDESIRABLE PLANTS AND SMALL TREES IN SPRING 2022	1,000 SF	5		5.00	\$ 205.00	\$ 1,025.00		\$ -		0.00	\$ -	5.00	0.00%
7.3	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN SPRING 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00		\$ -	5.00	5.00	\$ 600.00	0.00	100.00%
7.4	SPOT SPRAY/WIPE SYSTEMIC HERBICIDE TREATMENT IN FALL 2022, 2 TREATMENTS	1,000 SF	5		5.00	\$ 120.00	\$ 600.00		\$ -		0.00	\$ -	5.00	0.00%
7.5	PLANT BY COUNT, IN SPRING/EARLY SUMMER 2022	Ea.	120		120.00	\$ 6.00	\$ 720.00	120.00	\$ 504.00		120.00	\$ 504.00	0.00	100.00%
7.6	TRIM AROUND PLANTING BEDS	Ea.	24		24.00	\$ 45.00	\$ 1,080.00		\$ -		0.00	\$ -	24.00	0.00%
CHANGE ORDER ITEMS														
12.1	Deer Creek - Winter Mow	LS		1.00	1.00	\$ 650.00	\$ 650.00		\$ -	1.00	1.00	\$ 650.00	0.00	100.00%
12.2	Deer Creek - Spring Spot Spray	LS		1.00	1.00	\$ 325.00	\$ 325.00		\$ -	1.00	1.00	\$ 325.00	0.00	100.00%
12.3	Deer Creek - Fall Spot Spray	LS		1.00	1.00	\$ 325.00	\$ 325.00		\$ -		0.00	\$ -	1.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
12.4	PSB - Late Spring Mow	LS		1.00	1.00	\$ 250.00	\$ 250.00		\$ -		0.00	\$ -	1.00	0.00%
12.5	PSB - Summer Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00		\$ -		0.00	\$ -	1.00	0.00%
12.6	PSB - Fall Spot Spray	LS		1.00	1.00	\$ 180.00	\$ 180.00		\$ -		0.00	\$ -	1.00	0.00%
12.7	PSB - Fall Over Seed	LS		1.00	1.00	\$ 975.00	\$ 975.00		\$ -		0.00	\$ -	1.00	0.00%
12.8	Summebrook Park - Winter Mow/Cut	LS		1.00	1.00	\$ 225.00	\$ 225.00		\$ -	1.00	1.00	\$ 225.00	0.00	100.00%
12.9	Summebrook Park - Spring Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00		\$ -	1.00	1.00	\$ 165.00	0.00	100.00%
12.10	Summebrook Park - Plants	Ea.		25.00	25.00	\$ 6.00	\$ 150.00	25.00	\$ 105.00		25.00	\$ 105.00	0.00	100.00%
12.11	Summebrook Park - Fall Spot Spray	LS		1.00	1.00	\$ 165.00	\$ 165.00		\$ -		0.00	\$ -	1.00	0.00%
12.12	Summebrook Park - Limestone Edger/Reset	LS		1.00	1.00	\$ 350.00	\$ 350.00		\$ -	1.00	1.00	\$ 350.00	0.00	100.00%
12.13	W. First St & Inyedale Bioswale - Winter Mow	LS		1.00	1.00	\$ 205.00	\$ 205.00		\$ -	1.00	1.00	\$ 205.00	0.00	100.00%
12.14	W. First St & Inyedale Bioswale - Spring Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00		\$ -	1.00	1.00	\$ 65.00	0.00	100.00%
12.15	W. First St & Inyedale Bioswale - Spring Mow	LS		1.00	1.00	\$ 100.00	\$ 100.00		\$ -		0.00	\$ -	1.00	0.00%
12.16	W. First St & Inyedale Bioswale - Plants	Ea.		20.00	20.00	\$ 8.00	\$ 120.00	20.00	\$ 84.00		20.00	\$ 84.00	0.00	100.00%
12.17	W. First St & Inyedale Bioswale - Fall Spot Spray	LS		1.00	1.00	\$ 65.00	\$ 65.00		\$ -		0.00	\$ -	1.00	0.00%
12.18	W. First St & Inyedale Bioswale - Trim Around	Ea.		3.00	3.00	\$ 45.00	\$ 135.00	1.00	\$ 45.00		1.00	\$ 45.00	2.00	33.33%
12.19	SVW Magazine Bioswales - Mowing	1000 SF		4.00	4.00	\$ 205.00	\$ 820.00	4.00	\$ 820.00		4.00	\$ 820.00	0.00	100.00%
12.20	SVW Magazine Bioswales - Rotfill	SF		4,000.00	4,000.00	\$ 0.25	\$ 1,000.00	4,000.00	\$ 1,000.00		4,000.00	\$ 1,000.00	0.00	100.00%
12.21	SVW Magazine Bioswales - Mulch	SF		4,000.00	4,000.00	\$ 0.82	\$ 3,280.00	4,000.00	\$ 3,280.00		4,000.00	\$ 3,280.00	0.00	100.00%
12.22	SVW Magazine Bioswales - Straw Blanket	SF		4,000.00	4,000.00	\$ 0.20	\$ 800.00	4,000.00	\$ 800.00		4,000.00	\$ 800.00	0.00	100.00%
12.23	SVW Magazine Bioswales - Excavate & Repair	LS		1.00	1.00	\$ 1,000.00	\$ 1,000.00		\$ -		0.00	\$ -	1.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 38,725.00 PAY PERIOD = \$ 12,679.40

COMPLETED = \$ 21,946.90

56.67%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 5,198.88
2	June 20, 2022	\$ 3,605.25
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 8,804.13

Record of Change Orders

No.	Date	Amount
1	April 18, 2022	\$ 4,630.00
2	June 20, 2022	\$ 6,900.00
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CHANGE ORDER TOTAL = \$ 11,530.00

Contract Time Remaining

Contract Completion Date: May 19, 2023
 Construction Start Date: _____

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$575,099.51 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: September 6, 2022 **PAY REQUEST #** 13

PAYMENT PERIOD From: July 01, 2022 Through: July 31, 2022

Contract Summary

Original Contract Amount: \$ 5,156,005.75
 Net change by Change Orders: \$ 38,025.00
 Contract Amount to Date: (line 1 ± 2) \$ 5,194,030.75

Total completed and stored to date: \$ 3,711,260.05
 Retainage: 0% of Completed Work: \$ 30,000.00 (\$30,000.00 max)
 Total Earned less Retainage: \$ 3,681,260.05
 Less previous applications for payment: \$ 3,106,160.54
SUBTOTAL \$ 575,099.51

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 575,099.51

Balance to finish, including retainage: \$ 1,512,770.70

Contract Time Remaining (If applicable): 64 of 130 Working Days (2022 Construction)

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

Construction Contractor Approval: Reilly Construction Company, Inc.
 Firm Name

Signature: Jared Blodgett  8-15-2022
 Date

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

Signature: Bradley D. Hopkey  8-16-2022
 Date

City of Ankeny Staff Approval:
 Signature: Adam L. Lust  08/29/22
 Date

Submit to: Adam Lust, PE | Public Works Engineering Manager
 E-mail: ALust@Ankenylowa.gov Phone: (515) 963-3537 Fax: (515) 963-3535



City of Ankeny, Iowa
Public Works - Engineering
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1564

PAY APPLICATION 13

v2.4

Project Title:	West First St Widening & Improvements - Phase 1		
Project Number:	STBG-SWAP-0187(643)-SG-77 CS-TSF-0187(645)-85-77		
Purchase Order Number:			
Contract Date:	12/15/2020		
Original Contract Amount:	\$5,156,005.75		
Notice to Proceed Date:			
Estimated Completion Date:	9/24/2022		
Pay Period:	7/1/2022	to	7/31/2022
Pay Application Number:	13		
Date:	8/9/2022		
Contract ID:	77-0187-643		

Contractor: Reilly Construction Company, Inc.

110 E Main

PO BOX 99

Ossian, IA 52161

Division 1: STBG-SWAP-0187(643)-SG-77

Division 2 CS-TSF-0187(645)-85-77

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (Y/N)
1	2101-085002	CLEARING AND GRUBBING	UNIT	628.0		\$55.00	\$34,540.00	\$0.00	618.2	0.0	\$34,001.00	\$0.00	\$34,001.00	
2	2102-271070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	598.0		\$15.00	\$7,620.00	\$0.00	270.0	0.0	\$4,050.00	\$0.00	\$4,050.00	
3	2102-217090	EXCAVATION, CLASS 10, WASTE	CY	7512.0		\$15.00	\$112,680.00	\$0.00	6614.0	0.0	\$99,210.00	\$0.00	\$99,210.00	
4	2102-642005	TOPSOIL, FURNISH AND SPREAD	CY	1311.0		\$30.00	\$39,330.00	\$0.00	627.0	0.0	\$18,810.00	\$0.00	\$18,810.00	
5	2115-010000	MODIFIED SUBBASE	CY	3,654	565	\$50.00	\$182,700.00	\$28,250.00	2945.0	216.0	\$147,240.00	\$10,800.00	\$158,040.00	
6	2123-745020	SHOULDER FISHING, EARTH	STA	134.00		\$125.00	\$16,750.00	\$0.00	75.00	0.00	\$9,375.00	\$0.00	\$9,375.00	
7	2123-674550	REMOVAL OF CURB	STA	20.80		\$600.00	\$12,480.00	\$0.00	18.50	0.00	\$11,100.00	\$0.00	\$11,100.00	
8	2301-103070	STANDARD/SIIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 7 IN	SY	1,355.0		\$61.00	\$82,655.00	\$0.00	1274.9	0.0	\$77,770.12	\$0.00	\$77,770.12	
9	2301-103080	STANDARD/SIIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 8 IN	SY	3,317.0		\$61.00	\$202,337.00	\$0.00	1948.9	0.0	\$118,880.46	\$0.00	\$118,880.46	
10	2301-103090	STANDARD/SIIP-FORM PCC PAVEMENT, CLASS C, CLASS 3, 9 IN	SY	13,560.0	3,380.0	\$58.00	\$786,480.00	\$196,620.00	11590.3	214.2	\$672,236.24	\$12,423.02	\$684,659.26	
11	2301-691172	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	0.54	0.00	\$1,350.00	\$0.00	\$1,350.00	
12	2301-700010	PAY ADJ IP-PCC PAVT THICKNESS	EACH	16,950.0		\$1.00	\$16,950.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00	
13	2304-010100	TEMPORARY PAVEMENT	SY	3,401.0		\$45.00	\$153,045.00	\$0.00	3208.9	0.0	\$148,900.50	\$0.00	\$148,900.50	
14	2312-8260051	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	TON	385.0		\$35.00	\$13,475.00	\$0.00	39.5	0.0	\$1,382.50	\$0.00	\$1,382.50	
15	2401-674534	REMOVAL OF CONCRETE FOOTINGS, AS PER PLAN	EACH	8		\$750.00	\$6,000.00	\$0.00	9	0	\$6,750.00	\$0.00	\$6,750.00	
16	2416-010018	APRONS, CONCRETE, 18 IN. DIA.	EACH	1		\$2,500.00	\$2,500.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
17	2435-0130148	MANHOLE, SANITARY SEWER, SW-301, 48 IN	EACH	4		\$5,500.00	\$22,000.00	\$0.00	4	0	\$22,000.00	\$0.00	\$22,000.00	Y
18	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN	EACH	3		\$7,500.00	\$22,500.00	\$0.00	3	0	\$22,500.00	\$0.00	\$22,500.00	Y
19	2435-0140172	MANHOLE, STORM SEWER, SW-401, 72 IN	EACH	4		\$9,500.00	\$38,000.00	\$0.00	3	0	\$28,500.00	\$0.00	\$28,500.00	
20	2435-0140186	MANHOLE, STORM SEWER, SW-401, 96 IN	EACH	1		\$14,500.00	\$14,500.00	\$0.00	1	0	\$14,500.00	\$0.00	\$14,500.00	Y
21	2435-0140300	MANHOLE, STORM SEWER, SW-403 (7X7)	EACH	1		\$17,400.00	\$17,400.00	\$0.00	1	0	\$17,400.00	\$0.00	\$17,400.00	Y
22	2435-0140400	MANHOLE, STORM SEWER, SW-404 (7X7)	EACH	1		\$25,000.00	\$25,000.00	\$0.00	1	0	\$25,000.00	\$0.00	\$25,000.00	Y

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (%)
23	2435-0250100	INTAKE, SW-501	EACH	8		\$3,800.00	\$30,400.00	\$0.00	5	0	\$19,000.00	\$0.00	\$19,000.00	
24	2435-0250310	INTAKE, SW-503 MODIFIED 1	EACH	6		\$7,500.00	\$45,000.00	\$0.00	4	0	\$30,000.00	\$0.00	\$30,000.00	
25	2435-0250310	INTAKE, SW-503 MODIFIED 2	EACH	1		\$12,200.00	\$12,200.00	\$0.00	1	0	\$12,200.00	\$0.00	\$12,200.00	Y
26	2435-0250500	INTAKE, SW-505	EACH	4		\$6,000.00	\$24,000.00	\$0.00	4	0	\$24,000.00	\$0.00	\$24,000.00	Y
27	2435-0250600	INTAKE, SW-506	EACH	4		\$9,000.00	\$36,000.00	\$0.00	4	0	\$36,000.00	\$0.00	\$36,000.00	Y
28	2435-0250610	INTAKE, SW-506 MODIFIED 1	EACH	5		\$11,000.00	\$55,000.00	\$0.00	3	0	\$33,000.00	\$0.00	\$33,000.00	
29	2435-0250610	INTAKE, SW-506 MODIFIED 2	EACH	8		\$18,000.00	\$144,000.00	\$0.00	8	0	\$144,000.00	\$0.00	\$144,000.00	Y
30	2435-0251100	INTAKE, SW-511	EACH	2		\$4,500.00	\$9,000.00	\$0.00	2	0	\$9,000.00	\$0.00	\$9,000.00	Y
31	2435-0600010	MANHOLE ADJUSTMENT, MINOR	EACH	27		\$1,800.00	\$48,600.00	\$0.00	7	0	\$12,600.00	\$0.00	\$12,600.00	
32	2435-0600020	MANHOLE ADJUSTMENT, MAJOR	EACH	9		\$2,500.00	\$22,500.00	\$0.00	2	0	\$5,000.00	\$0.00	\$5,000.00	
33	2435-0600110	INTAKE ADJUSTMENT, MINOR	EACH	6		\$2,200.00	\$13,200.00	\$0.00	1	0	\$2,200.00	\$0.00	\$2,200.00	
34	2435-0600120	INTAKE ADJUSTMENT, MAJOR	EACH	3		\$2,800.00	\$8,700.00	\$0.00	3	0	\$8,700.00	\$0.00	\$8,700.00	Y
35	2435-0700010	CONNECTION TO EXISTING MANHOLE	EACH	2		\$2,500.00	\$5,000.00	\$0.00	2	0	\$5,000.00	\$0.00	\$5,000.00	Y
36	2503-0114212	STORM SWR G-MANN, TRENCHED, RCP 20000, 12"	LF	56.0		\$135.00	\$7,560.00	\$0.00	36.0	0.0	\$4,860.00	\$0.00	\$4,860.00	
37	2503-0114215	STORM SWR G-MANN, TRENCHED, RCP 20000, 15"	LF	502.0		\$130.00	\$65,260.00	\$0.00	276.0	0.0	\$35,880.00	\$0.00	\$35,880.00	
38	2503-0114218	STORM SWR G-MANN, TRENCHED, RCP 20000, 18"	LF	141.0		\$160.00	\$22,560.00	\$0.00	132.0	0.0	\$21,120.00	\$0.00	\$21,120.00	
39	2503-0114224	STORM SWR G-MANN, TRENCHED, RCP 20000, 24"	LF	247.0		\$165.00	\$40,755.00	\$0.00	221.0	0.0	\$36,465.00	\$0.00	\$36,465.00	
40	2503-0114230	STORM SWR G-MANN, TRENCHED, RCP 20000, 30"	LF	459.0		\$135.00	\$61,865.00	\$0.00	459.0	0.0	\$61,865.00	\$0.00	\$61,865.00	Y
41	2503-0114236	STORM SWR G-MANN, TRENCHED, RCP 20000, 36"	LF	464.0		\$170.00	\$78,880.00	\$0.00	476.0	0.0	\$80,920.00	\$0.00	\$80,920.00	
42	2503-0114242	STORM SWR G-MANN, TRENCHED, RCP 20000, 42"	LF	323.0		\$165.00	\$53,295.00	\$0.00	329.0	0.0	\$54,285.00	\$0.00	\$54,285.00	
43	2503-0114248	STORM SWR G-MANN, TRENCHED, RCP 20000, 48"	LF	642.0		\$215.00	\$138,030.00	\$0.00	642.0	0.0	\$138,030.00	\$0.00	\$138,030.00	Y
44	2503-0200036	REMOVE STORM SEWER LESS THAN OR EQUAL TO 36 IN	LF	1,978		\$40.00	\$63,040.00	\$0.00	1817	0	\$72,860.00	\$0.00	\$72,860.00	
45	2503-0200041	STORM SEWER ABANDONMENT, FILL & PLUG, LESS THAN OR EQUAL TO 36 IN	LF	2,398		\$35.00	\$83,930.00	\$0.00	1486	0	\$52,010.00	\$0.00	\$52,010.00	
46	2504-0114008	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN	LF	140.0		\$75.00	\$10,500.00	\$0.00	178.0	0.0	\$13,350.00	\$0.00	\$13,350.00	
47	2504-0200404	SANITARY SEWER SERVICE STUB, PVC, 4 IN	LF	556		\$70.00	\$38,920.00	\$0.00	126	0	\$8,820.00	\$0.00	\$8,820.00	
48	2504-0200406	SANITARY SEWER SERVICE STUB, PVC, 6 IN	LF	170		\$75.00	\$12,750.00	\$0.00	490	0	\$36,750.00	\$0.00	\$36,750.00	
49	2504-0200406	REMOVE SANITARY SEWER PIPE LESS THAN OR EQUAL TO 36 IN	LF	105		\$35.00	\$3,675.00	\$0.00	516	0	\$18,130.00	\$0.00	\$18,130.00	
50	2504-0200436	SANITARY SEWER ABANDONMENT, FILL & PLUG, LESS THAN TO EQUAL TO 36 IN	LF	672		\$15.00	\$10,080.00	\$0.00	101	0	\$1,515.00	\$0.00	\$1,515.00	
51	2515-6745850	REMOVAL OF PAVEMENT	SY	20126.0		\$2.00	\$40,252.00	\$0.00	17614.5	0.0	\$35,228.94	\$0.00	\$35,228.94	
52	2515-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EACH	45.0		\$1,250.00	\$56,250.00	\$0.00	40.0	0.0	\$50,000.00	\$0.00	\$50,000.00	
53	2511-6745900	REMOVAL OF SIDEWALK	SY	4446.0		\$3.00	\$13,338.00	\$0.00	2781.9	0.0	\$8,345.82	\$0.00	\$8,345.82	
54	2511-7520004	SIDEWALK, P.C. CONCRETE, 4 IN	SY	1146.0	286.0	\$37.00	\$42,402.00	\$10,592.00	1083.6	0.0	\$40,091.35	\$0.00	\$40,091.35	
55	2511-7520005	SIDEWALK, P.C. CONCRETE, 5 IN	SY	2005.0	500.0	\$40.00	\$80,200.00	\$20,000.00	212.5	0.0	\$8,500.00	\$0.00	\$8,500.00	
56	2511-7520006	SIDEWALK, P.C. CONCRETE, 6 IN	SY	394.0	99.0	\$44.00	\$17,336.00	\$4,356.00	322.6	0.0	\$14,192.20	\$0.00	\$14,192.20	
57	2511-7528101	DETECTABLE WARNINGS	SF	462	113	\$46.00	\$20,792.00	\$5,198.00	252	0	\$11,592.00	\$0.00	\$11,592.00	
58	2515-7550006	CURB AND GUTTER, P.C. CONCRETE, AS PER PLAN	LF	148.0		\$36.00	\$5,328.00	\$0.00	32.0	0.0	\$1,152.00	\$0.00	\$1,152.00	
59	2515-7550006	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	322.0	80.0	\$44.00	\$14,168.00	\$3,520.00	424.5	0.0	\$18,678.00	\$0.00	\$18,678.00	
60	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN	SY	1,694.0	424.0	\$47.00	\$79,618.00	\$19,928.00	693.7	0.0	\$32,603.90	\$0.00	\$32,603.90	
61	2515-6745600	REMOVAL OF PAVED DRIVEWAY	SY	2,994.0		\$3.00	\$8,712.00	\$0.00	2202.9	0.0	\$6,608.58	\$0.00	\$6,608.58	
62	2515-6025000	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	79.0		\$450.00	\$35,550.00	\$0.00	53.1	0.0	\$23,895.00	\$0.00	\$23,895.00	
63	2519-1020048	FENCE, CHAIN LINK, 48 IN HEIGHT	LF	88.0		\$50.00	\$4,400.00	\$0.00	88.0	0.0	\$4,400.00	\$0.00	\$4,400.00	
64	2519-4200120	REMOVAL OF FENCE, CHAIN LINK	LF	114.0		\$24.00	\$2,736.00	\$0.00	125.0	0.0	\$3,000.00	\$0.00	\$3,000.00	
65	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	52		\$250.00	\$13,000.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
66	2524-6765110	REMOVAL OF TYPE A SIGN	EACH	1		\$200.00	\$200.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
67	2524-9275100	WOOD POSTS FOR TYPE A SIGNS, 4 IN X 4 IN	LF	352.0		\$15.00	\$5,280.00	\$0.00	0.0	0.0	\$0.00	\$0.00	\$0.00	

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (%)
68	2524-922001	TYPE A SIGNS, SHEET ALUMINUM	SF	13		\$50.00	\$650.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
69	2525-0000100	TRAFFIC SIGNALIZATION	LS		1.00	\$315,000.00	\$0.00	\$315,000.00	0.00	0.43	\$0.00	\$135,135.00	\$135,135.00	
70	2527-9263109	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	143.00		\$40.00	\$5,740.00	\$0.00	277.30	0.00	\$11,092.00	\$0.00	\$11,092.00	
71	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	106.10	28.50	\$80.00	\$8,488.00	\$2,120.00	34.42	0.00	\$2,753.60	\$0.00	\$2,753.60	
72	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	104.30		\$120.00	\$12,516.00	\$0.00	83.38	0.00	\$10,005.60	\$0.00	\$10,005.60	
73	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EACH	9		\$80.00	\$720.00	\$0.00	20	0	\$1,600.00	\$0.00	\$1,600.00	
74	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	14	12	\$130.00	\$1,820.00	\$1,820.00	4	0	\$520.00	\$0.00	\$520.00	
75	2527-9263152	PRE-CUT SYMBOLS AND LEGENDS, REGULAR MARKING TAPE	EACH	8		\$250.00	\$2,000.00	\$0.00	3	0	\$750.00	\$0.00	\$750.00	
76	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	153.00		\$30.00	\$4,740.00	\$0.00	148.01	0.00	\$4,470.30	\$0.00	\$4,470.30	
77	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EACH	14		\$1,400.00	\$1,400.00	\$0.00	13	0	\$1,300.00	\$0.00	\$1,300.00	
78	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	106.1	28.5	\$41.00	\$4,350.10	\$1,086.50	34.45	0.00	\$1,412.45	\$0.00	\$1,412.45	
79	2527-9270120	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	14	12	\$100.00	\$1,200.00	\$1,200.00	4	0	\$400.00	\$0.00	\$400.00	
80	2528-2518000	SAFETY CLOSURE	EACH	44		\$200.00	\$8,800.00	\$0.00	44	0	\$8,800.00	\$0.00	\$8,800.00	Y
81	2528-5160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 16, 2021	LS	1.00		\$60,000.00	\$60,000.00	\$0.00	1.00	0.00	\$60,000.00	\$0.00	\$60,000.00	Y
82	2528-5160000	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY SEPTEMBER 24, 2022	LS	1.00		\$50,000.00	\$50,000.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
83	2528-8445110	FLAGGERS	LS	1.00		\$59,550.00	\$59,550.00	\$0.00	0.73	0.00	\$43,471.50	\$0.00	\$43,471.50	
84	2528-8445113	FLAGGERS	EACH	100.0		\$605.00	\$60,500.00	\$0.00	10.0	0.0	\$6,050.00	\$0.00	\$6,050.00	
85	2529-6108020	TEMPORARY LANE SEPARATOR SYSTEM	LF	1,511		\$12.00	\$18,132.00	\$0.00	1511	0	\$18,132.00	\$0.00	\$18,132.00	Y
86	2529-9260050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	70		\$100.00	\$7,000.00	\$0.00	60	0	\$6,000.00	\$0.00	\$6,000.00	Y
87	2533-4980005	MOBILIZATION	LS	1.00		\$85,000.00	\$85,000.00	\$0.00	1.00	0.00	\$85,000.00	\$0.00	\$85,000.00	
88	2554-0114004	WATER MAIN, TRENCHED, PVC, 4 IN	LF	102		\$150.00	\$15,300.00	\$0.00	98	0	\$9,700.00	\$0.00	\$9,700.00	
89	2554-0114008	WATER MAIN, TRENCHED, PVC, 8 IN	LF	868		\$90.00	\$78,120.00	\$0.00	789	0	\$70,992.00	\$0.00	\$70,992.00	
90	2554-0203000	FITTING BY WEIGHT, DUCTILE IRON	LB	942		\$15.00	\$14,130.00	\$0.00	2733	0	\$40,995.00	\$0.00	\$40,995.00	
91	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 3/4 IN	LF	495		\$35.00	\$17,325.00	\$0.00	664	0	\$23,236.50	\$0.00	\$23,236.50	
92	2554-0205000	WATER SERVICE STUB, POLYETHYLENE, 2 IN	LF	18		\$100.00	\$1,800.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
93	2554-02050300	WATER SERVICE CORPORATION, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	16	0	\$4,800.00	\$0.00	\$4,800.00	
94	2554-02050300	WATER SERVICE CORPORATION, AS PER PLAN, 2 IN	EACH	1		\$600.00	\$600.00	\$0.00	1	0	\$600.00	\$0.00	\$600.00	Y
95	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 3/4 IN	EACH	13		\$300.00	\$3,900.00	\$0.00	16	0	\$4,800.00	\$0.00	\$4,800.00	
96	2554-0205600	WATER SERVICE CURB STOP AND BOX, AS PER PLAN, 2 IN	EACH	1		\$700.00	\$700.00	\$0.00	1	0	\$700.00	\$0.00	\$700.00	Y
97	2554-0207004	VALVE, GATE, DIP, 4 IN	EACH	6		\$1,100.00	\$6,600.00	\$0.00	5	0	\$5,500.00	\$0.00	\$5,500.00	
98	2554-0207008	VALVE, GATE, DIP, 8 IN	EACH	1		\$1,700.00	\$1,700.00	\$0.00	4	0	\$6,800.00	\$0.00	\$6,800.00	
99	2554-0207012	VALVE, GATE, DIP, 12 IN	EACH	1		\$2,800.00	\$2,800.00	\$0.00	1	0	\$2,800.00	\$0.00	\$2,800.00	Y
100	2554-0208008	TAPPING VALVE ASSEMBLY, 8 IN	EACH	6		\$5,000.00	\$30,000.00	\$0.00	3	0	\$15,000.00	\$0.00	\$15,000.00	
101	2554-0210201	FIRE HYDRANT ASSEMBLY, W/M-201	EACH	11		\$6,400.00	\$70,400.00	\$0.00	10	0	\$64,000.00	\$0.00	\$64,000.00	
102	2554-0212030	VALVE BOX REPLACEMENT	EACH	22		\$700.00	\$15,400.00	\$0.00	3	0	\$2,100.00	\$0.00	\$2,100.00	
103	2555-0000010	DELIVER AND STOCKPILE SALVAGED MATERIALS	LS	1.00		\$2,500.00	\$2,500.00	\$0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	
104	2559-9999005	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	6		\$1,200.00	\$7,200.00	\$0.00	6	0	\$7,200.00	\$0.00	\$7,200.00	Y
105	2559-9999005	ROCK INLET FILTER	EACH	41		\$250.00	\$10,250.00	\$0.00	0	0	\$0.00	\$0.00	\$0.00	
106	2599-9999005	SUBDRAIN CLEANOUT, PER PLAN	EACH	28		\$1,500.00	\$38,000.00	\$0.00	12	0	\$18,000.00	\$0.00	\$18,000.00	
107	2599-9999005	SUBDRAIN OUTLET INTO STRUCTURE	EACH	97		\$261.00	\$25,397.00	\$0.00	72	0	\$21,600.00	\$0.00	\$21,600.00	
108	2599-9999005	WATER SERVICE STUB, TEMPORARY	EACH	14		\$1,800.00	\$25,200.00	\$0.00	2	0	\$3,600.00	\$0.00	\$3,600.00	
109	2599-9999009	HANDRAIL	LF	15.0		\$200.00	\$3,000.00	\$0.00	15.0	0.0	\$3,000.00	\$0.00	\$3,000.00	Y
110	2599-9999009	REMOVE WATER MAIN	LF	464.0		\$30.00	\$13,920.00	\$0.00	132.8	0.0	\$3,984.00	\$0.00	\$3,984.00	
111	2599-9999009	STORM SEWER SERVICE STUB	LF	278.0		\$50.00	\$13,900.00	\$0.00	208.0	0.0	\$10,300.00	\$0.00	\$10,300.00	

BID ITEMS

Item No.	Item Code	Description	Unit	Div. 1 Qty.	Div. 2 Qty.	Unit Price	Div. 1 Cost	Div. 2 Cost	Div. 1 Qty. Completed	Div. 2 Qty. Completed	Div. 1 Val. Completed	Div. 2 Val. Completed	Total Value Completed	Completed (%)
112	2559-9999009	SUBDRAN, CORRUGATED PVC, TYPE 2, 8 IN	LF	6,439.0		\$20.00	\$128,780.00		\$0.00	4411.9	\$88,238.00	\$0.00	\$88,238.00	
113	2559-9999009	WATER MAIN ABANDONMENT, FILL & PLUG	LF	154.0		\$25.00	\$3,850.00		\$0.00	0.0	\$0.00	\$0.00	\$0.00	
114	2559-9999010	ADJUSTMENTS TO TRAFFIC SIGNALS	LS	1.00		\$60,000.00	\$60,000.00		\$0.00	0.50	\$30,000.00	\$0.00	\$30,000.00	
115	2559-9999010	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00		\$17,500.00	\$17,500.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	
116	2559-9999010	REMOVE AND SALVAGE MONUMENT SIGN	LS	1.00		\$1,000.00	\$1,000.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	
117	2559-9999010	WATER SERVICE WITH BLOWOFF	LS	1.00		\$4,000.00	\$4,000.00		\$0.00	0.00	\$0.00	\$0.00	\$0.00	
118	2559-9999014	COMBINED CONCRETE STEPS AND RETAINING WALL	SF	85		\$150.00	\$12,750.00		\$0.00	85	\$12,750.00	\$0.00	\$12,750.00	Y
119	2559-9999014	DETECTABLE WARNINGS, TEMPORARY SIDEWALKS	SF	78		\$46.00	\$3,588.00		\$0.00	78	\$3,588.00	\$0.00	\$3,588.00	Y
120	2559-9999018	SPECIAL COMPACTION OF SUBGRADE, 6 IN	SY	14702.0	3960.0	\$1.50	\$22,053.00	\$5,940.00	11925.2	2575.1	\$16,887.74	\$5,882.05	\$20,850.39	
121	2559-9999018	SPECIAL COMPACTION OF SUBGRADE, 12 IN	SY	5593.0		\$2.75	\$15,380.75		\$0.00	4768.5	\$13,116.18	\$0.00	\$13,116.18	
122	2559-9999018	TEMPORARY GRANULAR SIDEWALK	SY	375.0		\$20.00	\$7,500.00		\$0.00	106.7	\$2,133.60	\$0.00	\$2,133.60	
123	2601-2633100	MOWING	ACRE	5.0		\$125.00	\$625.00		\$0.00	1.0	\$125.00	\$0.00	\$125.00	
124	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	8.0		\$2,985.00	\$18,280.00		\$0.00	3.0	\$6,925.55	\$0.00	\$6,925.55	
125	2601-2636044	SEEDING AND FERTILIZING (URBAN)	ACRE	1.5		\$1,580.00	\$2,370.00		\$0.00	1.0	\$1,580.00	\$0.00	\$1,580.00	
126	2601-2642120	STABILIZING CROP-SEEDING AND FERTILIZING (URBAN)	ACRE	5.0		\$550.00	\$2,750.00		\$0.00	1.8	\$1,005.50	\$0.00	\$1,005.50	
127	2602-0000369	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN DIA.	LF	7152.0		\$1.95	\$13,946.40		\$0.00	615.0	\$1,199.25	\$0.00	\$1,199.25	
128	2602-0000350	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	7152.0		\$0.25	\$1,788.00		\$0.00	132.0	\$33.00	\$0.00	\$33.00	
129	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$95.00	\$5,890.00		\$0.00	33	\$3,135.00	\$0.00	\$3,135.00	
130	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00		\$0.00	0	\$0.00	\$0.00	\$0.00	
131	2602-0000550	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	62		\$20.00	\$1,240.00		\$0.00	33	\$660.00	\$0.00	\$660.00	
132	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EACH	14		\$500.00	\$7,000.00		\$0.00	7	\$3,500.00	\$0.00	\$3,500.00	
CHANGE ORDER 1														
8001	2554-011008	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN.	LF	138.0		\$111.00	\$15,318.00		\$0.00	138.0	\$15,318.00	\$0.00	\$15,318.00	
8002	2559-9999010	DART BUS SHELTER, DEMOLITION & REMOVAL	LS	1.0		\$2,000.00	\$2,000.00		\$0.00	1.0	\$2,000.00	\$0.00	\$2,000.00	
CHANGE ORDER 2														
8003	2559-9999005	SANITARY SEWER SERVICE STUB CONNECTION, PVC, 4 IN.	EACH	2.0		\$985.00	\$1,970.00		\$0.00	2.0	\$1,970.00	\$0.00	\$1,970.00	
8004	2559-9999010	RELOCATE WATER MAIN (CHERRY ST), PVC, 8 IN.	LS	1.0		\$1,800.00	\$1,800.00		\$0.00	1.0	\$1,800.00	\$0.00	\$1,800.00	
8005	2559-9999005	WATER SERVICE STUB, LIVE TAP, 3/4 IN.	EACH	2.0		\$622.00	\$1,244.00		\$0.00	2.0	\$1,244.00	\$0.00	\$1,244.00	
8006	2559-9999010	RELOCATE EXISTING WATER SERVICE	LS	1.0		\$1,800.00	\$1,800.00		\$0.00	1.0	\$1,800.00	\$0.00	\$1,800.00	
8007	2559-9999005	FIRE HYDRANT BARREL EXTENSION	EACH	1.0		\$1,463.00	\$1,463.00		\$0.00	1.0	\$1,463.00	\$0.00	\$1,463.00	
8008	2559-9999009	STORM SEWER SERVICE STUB, PVC, 4 IN.	LF	21.0		\$52.00	\$1,092.00		\$0.00	21.0	\$1,092.00	\$0.00	\$1,092.00	
8009	2559-9999014	SPECIAL BACKFILL FOR WATER MAIN, 2 IN. FOAM INSULATION	SF	64.0		\$5.00	\$320.00		\$0.00	64.0	\$320.00	\$0.00	\$320.00	
CHANGE ORDER 3														
8010	2559-9999010	ROOF DRAIN CONNECTIONS TO SUBDRAN	LS	1.0		\$2,830.00	\$2,830.00		\$0.00	0.0	\$2,830.00	\$0.00	\$2,830.00	
8011	2559-9999010	REMOVAL OF TAPPING SLEEVE AND VALVE	LS	1.0		\$8,248.00	\$8,248.00		\$0.00	0.0	\$8,248.00	\$0.00	\$8,248.00	
8012	2559-9999010	REMOVAL AND RE-INSTALLATION OF HANDRAIL	LS	1.0		\$500.00	\$500.00		\$0.00	0.0	\$500.00	\$0.00	\$500.00	
SUBTOTAL							\$4,579,525.25	\$814,505.50			\$3,533,247.38	\$162,220.57	\$3,695,468.05	

MATERIALS STORED SUMMARY

[illegible]

PAY REQUEST SUMMARY

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
	Contract Price	\$5,156,002.75	\$3,695,468.05
	Approved Change Order 1	\$17,318.00	
	Approved Change Order 2	\$9,129.00	
	Approved Change Order 3	\$11,578.00	
	Approved Change Order 4	\$0.00	
	Approved Change Order 5	\$0.00	
	Approved Change Order 6	\$0.00	
	Revised Contract Price	\$5,194,030.75	\$3,695,468.05
		Materials Stored	\$15,792.00
		Retainage	\$30,000.00
		Total Earned Less Retainage	\$3,681,260.05
Total Previously Approved (list each)	Pay Request 1	\$227,434.02	
	Pay Request 2	\$147,190.27	
	Pay Request 3	\$462,888.08	
	Pay Request 4	\$502,416.35	
	Pay Request 5	\$382,376.18	
	Pay Request 6	\$739,745.36	
	Pay Request 7	\$259,008.19	
	Pay Request 8	\$50,100.00	
	Pay Request 9	\$11,578.00	
	Pay Request 10	\$92,884.18	
	Pay Request 11	\$108,114.16	
	Pay Request 12	\$143,375.15	
	Pay Request 13		
	Pay Request 14		
	Total Previously Approved	\$3,105,160.54	
	Amount Due This Request	\$275,006.51	
	Percent Complete	71.1%	71.1%
	Percent of Contract Period Utilized (2022 Working Days)		50.8%



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #4 in the amount of \$1,376.32 to Short Elliott Hendrickson Inc., for engineering services on the N Ankeny Blvd Water Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Water Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 614.3614.4210 **Finance Project #** 614.4210
Vendor Project or Invoice #: ANKMU 165976 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: June 1, 2022 Through: July 30, 2022

Contract Summary

Original Contract Amount:	\$	19,700.00	
Net change by Change Orders:	\$	12,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	32,000.00	
Total completed and stored to date:	\$	21,878.44	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	21,878.44	
Less previous applications for payment:	\$	20,502.12	
SUBTOTAL	\$	1,376.32	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,376.32

Balance to finish, including retainage: \$ 10,121.56

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name Short Elliott Hendrickson Inc.

Signature *Katrina L. Kinsey* Date July 9, 2022

City of Ankeny Staff Approval:

Signature *Donald Clark* Date 8/11/22

Submit to: Donald Clark, P.E. - Director of Municipal Utilities
E-mail: dclark@Ankenylowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 18,221.02
2	June 6, 2022	\$ 1,430.35
3	July 5, 2022	\$ 850.75
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Previous Applications for Payment

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TOTAL \$ 20,502.12

Record of Change Orders

No.	Date	Amount
1	May 16, 2022	\$ 12,300.00
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TOTAL \$ 12,300.00

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Invoice

Invoice Number: 430704

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



BILL TO:

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount **\$1,376.32**

Due Date	08-SEP-22
Invoice Date	09-AUG-22
Bill Through Date	30-JUL-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165976
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165976	ANKMU N Ankeny Blvd Water Main	N Ankeny Blvd Water Main - NE 41st St to Unity Pt

Notes:

CC:

dclark@ankenyiowa.gov

Task: 4.0 - Construction Administration

Direct

Personnel	Hours	Amount
Senior Project Engineer	2.00	\$390.44
Senior Admin Assistant	0.25	\$27.96
Staff Engineer	5.00	\$541.41
	7.25	\$959.81

Reimbursed - Expenses

Expenditure Type	Amount
Mileage	\$19.22
	\$19.22

Task: 4.0 Total: \$979.03



Invoice

Invoice Number: 430704

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 5.0 - Construction Observation

Direct

Personnel	Hours	Amount
Lead Resident Project Rep	3.00	\$397.29
	<u>3.00</u>	\$397.29

Task: 5.0 Total: \$397.29

Invoice total \$1,376.32

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$1,376.32	\$20,502.12	\$21,878.44



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$107,390.36 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 1
PAYMENT PERIOD: From: February 7, 2022 Through: July 30, 2022

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	216,800.00	
Total completed and stored to date:	\$	107,390.36	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	107,390.36	
Less previous applications for payment:	\$	-	
SUBTOTAL	\$	107,390.36	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 107,390.36

Balance to finish, including retainage: \$ 109,409.64

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Firm Name

Signature *Katrina L Kinsey* Date July 9, 2022

City of Ankeny Staff Approval:

Signature *Donald Clark* Date 8/11/22

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

E-mail: dclark@Ankenylowa.gov Phone: (515) 963-3529 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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TOTAL \$ -

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-



Invoice

Invoice Number: 430705

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$107,390.36

Due Date	08-SEP-22
Invoice Date	09-AUG-22
Bill Through Date	30-JUL-22
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	7.00	\$1,507.24
Senior Admin Assistant	1.50	\$172.52
	<u>8.50</u>	
		\$1,679.76

Task: 1.0 Total: \$1,679.76

Task: 2.0 - Preliminary Design**Direct**

Personnel	Hours	Amount
Licensed Land Surveyor	26.75	\$4,465.18
Senior Project Engineer	251.50	\$56,307.73



Invoice

Invoice Number: 430705

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 2.0 - Preliminary Design

Personnel	Hours	Amount
Project Engineer	2.75	\$393.47
Survey Crew Chief	40.00	\$5,108.46
Senior Admin Assistant	1.50	\$138.60
Staff Engineer	332.75	\$37,901.39
	655.25	\$104,314.83

Reimbursed - Expenses

Expenditure Type	Amount
Miscellaneous	\$68.00
Mileage	\$206.52
Equip - Survey and GPS - GPS - Srv Grade (Hr)	\$975.00
Equip - Vehicles - Survey Vehicle (Hr)	\$146.25
	\$1,395.77

Task: 2.0 Total: \$105,710.60

Invoice total \$107,390.36

Project Billing Summary

	<u>Current Amount</u> <u>Due</u>	Previously Invoiced	Cumulative
Totals	\$107,390.36	\$0.00	\$107,390.36



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #6 in the amount of \$11,985.41 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development Project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

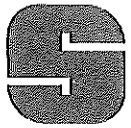
PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #6



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

August 25, 2022

Mr. Nick Lenox, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: CHERRY GLEN PARK BALLFIELD DEVELOPMENT
PROGRESS REPORT NO. 6
S&A PROJECT NO. 122.0224.01

Dear Mr. Lenox:

Enclosed is the sixth invoice for the above referenced project, for work performed through August 21, 2022. Services performed during this period included additional topographic survey, new trail design, continuing construction documents and updating the submittal based on the City comments.

Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

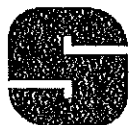
SNYDER & ASSOCIATES, INC.

P.P. *John W. H. Deman*

Mark A. Land, P.E., CFM
Vice President

MAL/crs

Enclosure



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 25, 2022

Nick Lenox
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 122.0224.01 - 6

Finance Code 933.2933.4210

Finance Project # 933.4210

Vendor 990

Email

Project 122.0224.01 Cherry Glen Park Ballfield Development

Professional Services through August 21, 2022

Basic Services

Hourly Services

	Hours	Rate	Amount	
Landscape Architect V	46.00	152.00	6,992.00	
Landscape Architect II	10.50	116.00	1,218.00	
Engineer I	4.50	103.00	463.50	
Landscape Architect I	5.75	103.00	592.25	
Technician VII	9.00	113.00	1,017.00	
Technician VI	7.00	102.00	714.00	
Technician I	4.00	60.00	240.00	
Administrative II	.50	71.00	35.50	
Total Services	87.25		11,272.25	11,272.25

Advertising/Legals			27.16	
Total Expenses			27.16	27.16

Phase Subtotal \$11,299.41

Additional Services

Topography Survey

Hourly Services

	Hours	Rate	Amount	
Land Surveyor VIII	2.00	181.00	362.00	
Technician VII	1.50	113.00	169.50	
Total Services	3.50		531.50	531.50
Task Subtotal				\$531.50

Construction Documents

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	122.0224.01	Ank-CherryGlenParkBallfieldDev	Invoice	6
Hourly Services				
		Hours	Rate	Amount
Landscape Architect I		1.50	103.00	154.50
Total Services		1.50		154.50
				154.50
			Task Subtotal	\$154.50
Construction Admin				
			Task Subtotal	0.00
			Phase Subtotal	\$686.00
Construction Services				
			Phase Subtotal	0.00
Billing Limits	Current	Prior	To-Date	
Total Billings	11,985.41	26,596.79	38,582.20	
Limit			57,500.00	
Remaining			18,917.80	
Amount Due this Invoice				<u>\$11,985.41</u>

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Cherry Glen Park Ballfield Dev
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
933.2933.4210 **Finance Project Code:** 933.4210
122.0224.01 **PO #** 0
Original Contract Date: February 8, 2022 **Vendor #** 990

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 07/18/22 through: 08/21/22

Contract Summary

Original Contract Amount:	\$	<u>46,000.00</u>	
Net change by Change Orders: Amd #1	\$	<u>11,500.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>57,500.00</u>	
 Total completed and stored to date:	\$	<u>38,582.20</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>38,582.20</u>	
Less previous applications for payment:	\$	<u>26,596.79</u>	
SUBTOTAL	\$		<u>11,985.41</u>

CURRENT PAYMENT DUE \$ 11,985.41

Balance to finish, including retainage: \$ 18,917.80

Contract Time Remaining (if applicable) ##

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

Construction Contractor Approval: Firm Name

Signature _____ Date _____

Engineer/Consultant Approval: Snyder & Associates, Inc.

Signature P.P. [Signature] Date 08/25/2022

City of Ankeny Staff Approval Signature [Signature] Date 8/26/22

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2	4/20/2022	\$ 4,468.75
3	5/25/2022	\$ 6,974.75
4	6/22/2022	\$ 9,495.75
5	7/19/2022	\$ 1,962.25
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TOTAL \$ 26,596.79

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Record of Change Orders

#	Date	Amount
1	8/1/2022	\$ 11,500.00
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TOTAL		\$ 11,500.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 8, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #25 in the amount of \$12,963.77 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd 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 #25

city of
Ankeny
Serving it all together

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
17	12/22/2021	\$ 26,047.76
18	1/25/2022	\$ 22,485.13
19	2/24/2022	\$ 13,664.68
20	3/24/2022	\$ 10,160.87
21	4/20/2022	\$ 13,365.11
22	5/24/2022	\$ 19,841.08
23	6/22/2022	\$ 20,377.48
24	7/21/2022	\$ 18,475.70
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TOTAL \$ 506,136.82

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Record of Change Orders

#	Date	Amount
1	11/16/2020	\$ 133,120.00
2	7/19/2021	\$ 245,400.00
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TOTAL		\$ <u>378,520.00</u>

Contract Time Remaining:

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 24, 2022

Jim Haberichter P.E.
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 25

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project 120.0274.01 High Trestle Trail Ext Magazine Rd to Oralabor Rd

Professional Services through August 21, 2022

Orig Contract \$154,900
Amendment 1 \$133,120
Amendment 2 \$245,400

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	22,375.58	22,375.58	0.00

Basic Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	238,360.32	238,360.32	0.00

Construction Services

	Hours	Rate	Amount	
Principal Engineer	3.00	220.00	660.00	
Sr. Engineer II	2.50	190.00	475.00	
Sr. Engineer	12.75	190.00	2,422.50	
Project Manager VI	1.00	157.00	157.00	
Engineer IV	1.25	136.00	170.00	
Lead Technician	13.50	133.00	1,795.50	
Technician VIII	3.00	118.00	354.00	
Technician VII	33.50	109.00	3,651.50	
Technician VI	.75	98.00	73.50	
Technician IV	4.50	80.00	360.00	
Technician I	14.50	58.00	841.00	
Total Services	90.25		10,960.00	
Total Services				10,960.00

Construction Materials Testing (CMT)

7/21/2022	Construction Materials Testing Cylinder Breaks (CMT)	76.00
7/31/2022	Construction Materials Testing Aggregate Gradation (CMT)	938.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo			Invoice	25
8/10/2022	Construction Materials Testing (CMT)	Cylinder Breaks			916.00	
	Total Consultants					1,930.00
Employee Mileage					3.13	
	Total Expenses					3.13
Fleet Mileage						70.64
				Phase Subtotal		\$12,963.77
Billings to Date	Total	Prior	Current			
	220,620.59	207,656.82	12,963.77			
Outside SubConsultant Services						
				Phase Subtotal		0.00
Billings to Date	Total	Prior	Current			
	31,576.00	31,576.00	0.00			
Billing Limits		Current	Prior	To-Date		
Total Billings		12,963.77	506,136.82	519,100.59		
Limit				533,420.00		
Remaining				14,319.41		
Amount Due this Invoice						\$12,963.77
Billings to Date	Total	Prior	Current			
	519,100.59	506,136.82	12,963.77			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



August 24, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 25
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the twenty-fifth progress report for the above referenced project and covers work through August 21, 2022. Work through this period includes as-built survey, onsite construction meetings, construction observation for grading, preparation of pay application and change order, project walk-through, and project management. Work anticipated in the next month includes continued construction administration, observation, and related construction services tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. *John W. Alderman*

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #18 in the amount of \$22,644.25 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage 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 #18

city of
Ankeny
Bringing it all together.

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	\$ 47,394.98
2	4/22/2021	\$ 14,665.92
3	5/26/2021	\$ 16,258.50
4	6/24/2021	\$ 4,639.50
5	7/22/2021	\$ 6,659.86
6	8/25/2021	\$ 1,525.50
7	9/22/2021	\$ 3,837.50
8	10/21/2021	\$ 15,215.25
9	11/23/2021	\$ 24,875.92
10	12/21/2021	\$ 15,796.50
11	1/26/2022	\$ 16,200.50
12	2/24/2022	\$ 14,679.78
13	3/24/2022	\$ 17,788.50
14	4/20/2022	\$ 12,803.50
15	5/24/2022	\$ 29,637.85
16	6/23/2022	\$ 25,728.81
17	7/20/2022	\$ 18,544.85
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TOTAL \$ 286,253.22

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
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TOTAL		\$ <u>343,600.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 25, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 18

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210
50/50/Split
Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through August 21, 2022

Prelim Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	95,150.76	95,150.76
Limit			103,800.00
Remaining			8,649.24
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	95,150.76	95,150.76	0.00

Design Services Amendment 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Sr. Engineer	1.75	190.00	332.50
Technician VII	2.00	109.00	218.00
Technician VI	1.50	98.00	147.00
Total Services	5.50		752.50
			752.50

	Current	Prior	To-Date
Billing Limits			
Total Billings	752.50	65,433.50	66,186.00
Limit			158,200.00
Remaining			92,014.00
Phase Subtotal			\$752.50

	Total	Prior	Current
Billings to Date	66,186.00	65,433.50	752.50

Design Services Amendment 2 (Division 1)

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	57.75	190.00	10,972.50
Engineer VIII	8.00	174.00	1,392.00
Engineer IV	22.50	136.00	3,060.00
Right-of-Way Agent II	7.00	124.00	868.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements			Invoice	18
Engineer I		8.00	99.00		792.00	
Lead Technician		1.50	133.00		199.50	
Technician VIII		27.25	118.00		3,215.50	
Technician VII		.25	109.00		27.25	
Technician II		5.50	66.00		363.00	
Administrative II		.25	68.00		17.00	
Total Services		138.00			20,906.75	
						20,906.75
Permit Fees					985.00	
Total Expenses					985.00	985.00
Billing Limits		Current	Prior	To-Date		
Total Billings		21,891.75	104,876.96	126,768.71		
Limit				164,600.00		
Remaining				37,831.29		
				Phase Subtotal		\$21,891.75
Billings to Date	Total	Prior	Current			
	126,768.71	104,876.96	21,891.75			
Design Services Amendment 2 (Division 2)						
Billing Limits		Current	Prior	To-Date		
Total Billings		0.00	20,792.00	20,792.00		
Limit				20,800.00		
Remaining				8.00		
				Phase Subtotal		0.00
Billings to Date	Total	Prior	Current			
	20,792.00	20,792.00	0.00			
				Amount Due this Invoice		<u><u>\$22,644.25</u></u>
Billings to Date	Total	Prior	Current			
	308,897.47	286,253.22	22,644.25			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



August 25, 2022

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 18
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the eighteenth progress report for the above referenced project and covers work through August 21, 2022. Work performed during this period includes tasks associated with the final design of the transmission main and drainage channel improvements, utility coordination, DNR floodplains permitting, and right-of-way acquisition. This invoice of \$22,644.25 represents a completion of about 62% of the \$343,600 Design Services Amendments 1 & 2 to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #19 in the amount of \$3,265.38 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape 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 #19

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: N Ankeny Blvd Landscape Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 913.3913.4210 **Finance Project Code:** 913.4210
Vendor Project or Invoice #: 120.0315.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 19
PAYMENT PERIOD: From: 05/23/22 through: 08/21/22

Contract Summary

Original Contract Amount:	\$	<u>173,400.00</u>	
Net change by Change Orders: Amd #1	\$	<u>19,900.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>193,300.00</u>	
Total completed and stored to date:	\$	<u>119,497.27</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>119,497.27</u>	
Less previous applications for payment:	\$	<u>116,231.89</u>	
SUBTOTAL	\$		<u>3,265.38</u>

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

CURRENT PAYMENT DUE \$ 3,265.38

Balance to finish, including retainage: \$ 73,802.73

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature P.P. [Signature] Date 08/25/2022

City of Ankeny Staff Approval

Signature Jedie Hart Date 8/26/2022

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/25/2020	1178.50
2	4/22/2020	\$ 9,430.16
3	5/21/2020	\$ 11,583.63
4	6/24/2020	\$ 8,959.75
5	7/23/2020	\$ 8,516.65
6	8/27/2020	\$ 11,199.75
7	9/24/2020	\$ 25,453.50
8	10/20/2020	\$ 3,516.20
9	11/19/2020	\$ 3,959.50
10	1/21/2021	\$ 1,686.50
11	10/20/2021	\$ 6,718.00
12	11/23/2021	\$ 1,600.25
13	12/21/2021	\$ 4,001.00
14	1/25/2022	\$ 8,141.50
15	2/24/2022	\$ 4,194.00
16	3/23/2022	\$ 1,564.00
17	4/20/2022	\$ 2,295.50
18	5/26/2022	\$ 2,233.50
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TOTAL \$ 116,231.89

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
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TOTAL		\$ <u>19,900.00</u>

Contract Time Remaining:

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



August 25, 2022

Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 19
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the nineteenth progress report for the above referenced project and covers work through August 21, 2022. Work through this period includes design and preliminary layouts for right turn lanes at the three major intersections, and construction administration for the fiber project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.
Tony Boes, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 24, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 19

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project 120.0315.01 N. Ankeny Blvd. Landscape Improvements

Professional Services through August 21, 2022

Basic Services

	Hours	Rate	Amount
Principal Engineer	3.00	197.00	591.00
Engineer VII	7.00	155.00	1,085.00
Total Services	10.00		1,676.00
Total Services			1,676.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,676.00	112,366.39	114,042.39
Limit			176,400.00
Remaining			62,357.61

Phase Subtotal \$1,676.00

	Total	Prior	Current
Billings to Date	114,042.39	112,366.39	1,676.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.25	220.00	55.00
Principal Engineer	.50	209.00	104.50
Project Manager VI	2.00	157.00	314.00
Engineer IV	7.00	136.00	952.00
Technician III	2.25	72.00	162.00
Total Services	12.00		1,587.50
Total Services			1,587.50

Fleet Mileage

1.88

	Total	Prior	Current
Billings to Date	5,454.88	3,865.50	1,589.38

Billing Limits

	Current	Prior	To-Date
Total Billings	1,589.38	3,865.50	5,454.88
Limit			16,900.00
Remaining			11,445.12

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0315.01	Ank-NAnkBlvdLndscplmpr	Invoice	19
Phase Subtotal				\$1,589.38
Amount Due this Invoice				<u>\$3,265.38</u>
Billings to Date	Total	Prior	Current	
	119,497.27	116,231.89	3,265.38	

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$96,981.13 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th 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 #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: 07/18/22 through: 08/21/22

Contract Summary

Original Contract Amount:	\$	250,000.00	
Net change by Change Orders: Amd #1	\$	605,490.00	
Contract Amount to Date: (line 1 ± 2)	\$	855,490.00	
Total completed and stored to date:	\$	648,335.81	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	648,335.81	
Less previous applications for payment:	\$	551,354.68	
SUBTOTAL	\$		96,981.13

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

CURRENT PAYMENT DUE \$ 96,981.13

Balance to finish, including retainage: \$ 207,154.19

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
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TOTAL \$ 551,354.68

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
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TOTAL		\$ <u>605,490.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



August 24, 2022

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 13
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the thirteenth progress report for the above referenced project and covers work through August 21, 2022. Our work through this period includes coordinating with City staff, utility coordination with franchise utilities within the corridor, completing final plans and submitting to City and Iowa DOT for review, and continued right-of-way negotiations with property owners.

This next month we will update final plans with a last round of review comments from the Iowa DOT and City prior to submitting to the office of contracts, complete all necessary permits for the project, and continued franchise utility coordination. The bid letting for this project is scheduled for November 15, 2022.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 24, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 13

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project 121.0695.01 NE Delaware Ave Recon - NE 5th St to NE 18th St

Professional Services through August 21, 2022

Basic Services

	Hours	Rate	Amount
Principal Engineer	10.25	220.00	2,255.00
Principal Engineer	18.75	209.00	3,918.75
Engineer VII	91.50	165.00	15,097.50
Engineer V	47.00	146.00	6,862.00
Engineer IV	55.00	136.00	7,480.00
Engineer III	78.75	124.00	9,765.00
Engineer I	101.75	99.00	10,073.25
Technician VII	1.75	109.00	190.75
Technician V	167.00	88.00	14,696.00
Technician II	100.50	66.00	6,633.00
Technician I	14.00	58.00	812.00
Total Services	686.25		77,783.25
Total Services			77,783.25
Employee Mileage			12.10
Permit Fees			100.00
Total Expenses			112.10

Fleet Mileage 7.50

Billing Limits	Current	Prior	To-Date
Total Billings	77,902.85	458,731.39	536,634.24
Limit			733,290.00
Remaining			196,655.76

Phase Subtotal \$77,902.85

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	10.00	174.00	1,740.00
Project Manager VI	.50	157.00	78.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NE Delaware Ave Recon NE 5th St to NE 18th St			Invoice	13
Right-of-Way Agent II		48.50	124.00		6,014.00	
Technician VII		11.25	109.00		1,226.25	
Technician VI		1.50	98.00		147.00	
Technician IV		2.25	80.00		180.00	
Technician I		1.50	58.00		87.00	
Administrative I		.50	56.00		28.00	
	Total Services	76.00			9,500.75	
	Total Services					9,500.75
Badger Daylighting Corp						
7/21/2022	Badger Daylighting Corp	Services 06/30/2022			909.25	
7/31/2022	Badger Daylighting Corp	Badger Vac			6,056.95	
8/10/2022	Badger Daylighting Corp	Services			2,540.81	
	Total Consultants					9,507.01
Employee Mileage					43.02	
	Total Expenses					43.02
Fleet Mileage						27.50
Billing Limits		Current	Prior	To-Date		
Total Billings		19,078.28	92,623.29	111,701.57		
Limit				122,200.00		
Remaining				10,498.43		
					Phase Subtotal	\$19,078.28
					Amount Due this Invoice	<u>\$96,981.13</u>
Billings to Date	Total	Prior	Current			
	648,335.81	551,354.68	96,981.13			

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #17 in the amount of \$7,838.14 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim 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 #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St and NW State St Interim Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 935.3935.4210 **Finance Project Code:** 935.4210
Vendor Project or Invoice #: 121.0352.01 **PO #**
Original Contract Date: April 5, 2021 **Vendor #** 990

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: 07/18/22 through: 08/21/22

Contract Summary

Original Contract Amount:	\$	74,900.00	
Net change by Change Orders: Amd #1	\$	94,150.00	
Contract Amount to Date: (line 1 ± 2)	\$	169,050.00	
Total completed and stored to date:	\$	153,083.19	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	153,083.19	
Less previous applications for payment:	\$	145,245.05	
SUBTOTAL	\$		7,838.14

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

CURRENT PAYMENT DUE \$ 7,838.14

Balance to finish, including retainage: \$ 15,966.81

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval: _____
Firm Name

Signature _____ Date _____

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

Signature P.P. [Signature] Date 08/25/2022

City of Ankeny Staff Approval: [Signature]
Signature Date 8/26/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	\$ 4,968.00
2	5/27/2021	\$ 13,451.93
3	6/24/2021	\$ 18,339.50
4	7/22/2021	\$5,075.79
5	8/25/2021	\$ 8,313.95
6	9/21/2021	\$ 12,353.50
7	10/20/2021	\$ 11,016.00
8	11/23/2021	\$ 7,971.75
9	12/21/2021	\$ 6,841.35
10	1/25/2022	\$ 11,774.55
11	2/24/2022	\$ 4,773.62
12	3/23/2022	\$ 3,109.50
13	4/20/2022	\$ 2,386.25
14	5/25/2022	\$ 5,248.19
15	6/22/2022	\$ 11,944.38
16	7/19/2022	\$ 17,676.79
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TOTAL \$ 145,245.05

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Record of Change Orders

#	Date	Amount
1	10/4/2021	\$ 30,050.00
2	3/21/2022	\$ 64,100.00
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TOTAL		\$ 94,150.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



August 24, 2022

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 17
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the seventeenth progress report for the above referenced project and covers work through August 21, 2022. Work in this period includes construction administration, construction observation, traffic signal construction administration, and construction staking.

Construction is nearing completion, and the project walk through was conducted on July 15 and the signal has now been activated. We anticipate the project will be recommended for acceptance soon.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Laura Lamberty, P.E., Snyder & Associates, Inc.



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INVOICE FOR PROFESSIONAL SERVICES

August 24, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 17

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project 121.0352.01 NW 36th St and NW State St Interim Improvements

Professional Services through August 21, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	98,099.07	98,099.07
Limit			98,100.00
Remaining			.93
Phase Subtotal			0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	8,546.37	8,546.37
Limit			8,550.00
Remaining			3.63
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer II	.25	229.00	57.25
Land Surveyor VIII	1.00	181.00	181.00
Project Manager VI	2.00	163.00	326.00
Engineer V	1.00	152.00	152.00
Engineer IV	5.75	141.00	810.75
Engineer III	3.25	129.00	419.25
Engineer I	3.75	103.00	386.25
Lead Technician	.25	138.00	34.50
Technician VII	13.00	113.00	1,469.00
Technician V	35.50	92.00	3,266.00
Technician IV	1.00	83.00	83.00
Technician III	5.25	75.00	393.75
Total Services	72.00		7,578.75
Total Services			7,578.75
Employee Mileage			37.50
Total Expenses			37.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0352.01	Ank-NW36thStandNWStateStInterimImprov	Invoice	17
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Fleet Mileage

221.89

Billing Limits

Current

Prior

To-Date

Total Billings

7,838.14

38,599.61

46,437.75

Limit

62,400.00

Remaining

15,962.25

Phase Subtotal

\$7,838.14

Amount Due this Invoice

\$7,838.14

Billings to Date

Total
153,083.19

Prior
145,245.05

Current
7,838.14

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of \$30,580.51 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: 07/18/22 through: 08/21/22

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2	\$	566,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	616,950.00	
Total completed and stored to date:	\$	459,235.99	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	459,235.99	
Less previous applications for payment:	\$	428,655.48	
SUBTOTAL	\$	30,580.51	

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

CURRENT PAYMENT DUE \$ 30,580.51

Balance to finish, including retainage: \$ 157,714.01

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature P.P. [Signature] Date 08/25/2022

City of Ankeny Staff Approval

Signature Adam L. Lusk Date 08/25/22

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
20	7/20/2022	\$ 14,414.63
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TOTAL \$ 428,655.48

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
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TOTAL		\$ 566,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



August 24, 2022

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 21
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the twenty first progress report for the above referenced project and covers work through August 21, 2022. Our work through this period includes construction services that consist of construction admin (roadway & traffic) construction staking, and construction observation.

This past month the Contractor has completed the first mainline pavement section starting at N Ankeny Blvd and heading west. Storm sewer and water main construction has progressed west and will be completed soon. This next month we anticipate the Contractor will complete underground utilities for this stage and perform mainline paving for the westbound lanes and continue to work on sideroads and drives.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 24, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 21

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through August 21, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	309,199.66	309,199.66	0.00

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	.25	181.00	45.25
Technician VII	1.50	113.00	169.50
Total Services	1.75		214.75

214.75

Billing Limits

	Current	Prior	To-Date
Total Billings	214.75	61,146.66	61,361.41
Limit			62,250.00
Remaining			888.59

Phase Subtotal \$214.75

	Total	Prior	Current
Billings to Date	61,361.41	61,146.66	214.75

Construction Services

	Hours	Rate	Amount
Principal Engineer II	1.25	229.00	286.25
Engineer VII	7.00	172.00	1,204.00
Project Manager VI	2.00	163.00	326.00
Engineer IV	5.50	141.00	775.50
Engineer III	13.00	129.00	1,677.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWashDrtoNAnkBlvd		Invoice	21
Engineer I		.75	103.00	77.25	
Lead Technician		2.75	138.00	379.50	
Technician VII		32.00	113.00	3,616.00	
Technician V		186.00	92.00	17,112.00	
Technician IV		27.25	83.00	2,261.75	
Technician III		13.00	75.00	975.00	
Technician II		2.00	69.00	138.00	
Technician I		19.75	60.00	1,185.00	
	Total Services	312.25		30,013.25	
	Total Services				30,013.25
Employee Mileage				47.50	
	Total Expenses				47.50
Fleet Mileage					305.01
Billing Limits		Current	Prior	To-Date	
Total Billings		30,365.76	58,309.16	88,674.92	
Limit				245,500.00	
Remaining				156,825.08	
			Phase Subtotal		\$30,365.76
Billings to Date	Total	Prior	Current		
	88,674.92	58,309.16	30,365.76		
Amount Due this Invoice					<u>\$30,580.51</u>
Billings to Date	Total	Prior	Current		
	459,235.99	428,655.48	30,580.51		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #22 in the amount of \$2,448.13 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area 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 #22

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements- Phase 1
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **Finance Project Code:** 33 1/3% to each acct
 610.3610.4210; 650.3650.4210; 963.3963.4210 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01A **PO #**
Original Contract Date: May 4, 2020 **Vendor #** 990

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 22
PAYMENT PERIOD: From: 07/18/22 through: 08/21/22

Contract Summary

Original Contract Amount:	\$	105,040.00	
Net change by Change Orders: Amd #1	\$	41,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	146,640.00	
Total completed and stored to date:	\$	131,401.97	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	131,401.97	
Less previous applications for payment:	\$	128,953.84	
SUBTOTAL	\$		2,448.13

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

CURRENT PAYMENT DUE \$ 2,448.13

Balance to finish, including retainage: \$ 15,238.03

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval: _____
Firm Name

Signature _____ Date _____

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

Signature P.P. [Signature] Date 08/25/2022

City of Ankeny Staff Approval [Signature]
Signature Date 8/26/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	\$ 4,445.25
2	6/24/2020	\$ 17,630.25
3	7/23/2020	\$ 16,713.65
4	8/27/2020	\$ 21,536.50
5	9/24/2020	\$ 5,964.57
6	10/20/2020	\$ 9,286.07
7	11/20/2020	\$ 13,497.85
8	12/22/2020	\$ 3,412.25
9	1/26/2021	\$ 1,045.50
10	2/17/2021	\$ 3,265.28
11	3/24/2021	\$ 5,263.25
12	4/22/2021	\$ 3,398.67
13	5/26/2021	\$ 3,385.88
14	6/24/2021	\$ 1,867.56
15	7/22/2021	\$ 3,334.78
16	8/25/2021	\$ 5,137.89
17	9/21/2021	\$ 3,189.48
18	10/20/2021	\$ 1,797.47
19	11/23/2021	\$ 1,936.56
20	5/26/2022	\$ 690.75
21	7/20/2022	\$ 2,154.38
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TOTAL \$ 128,953.84

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Record of Change Orders

#	Date	Amount
1	1/4/2021	\$ 41,600.00
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TOTAL		\$ <u>41,600.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	May 4, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



August 25, 2022

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 1
PROGRESS REPORT NO. 22
S&A PROJECT NO. 119.0975.01A

Dear Mr. Grgurich:

This is the twenty-second progress report for the above referenced project and covers work through August 21, 2022. Our work through this period includes construction staking. This next month we will perform a final walk through of the project and begin working on record drawings and monument preservation.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.R. 

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 24, 2022

Matt Grgurich
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0975.01A - 22

Finance Budget Code 610.3610.4210 / 650.3650.4210 /
963.3963.4210
Finance Project Code 610.4210 / 650.4210 / 963.4210
Vendor 990

Email

Project 119.0975.01A NW Northlawn Area Utility Improvements Phase 1

Professional Services through August 21, 2022

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	98,550.00	98,550.00
Limit			98,550.00
		Phase Subtotal	0.00
	Total	Prior	Current
Billings to Date	98,550.00	98,550.00	0.00

Additional Services

	Hours	Rate	Amount
Technician VII	1.00	103.00	103.00
Total Services	1.00		103.00
Total Services			103.00
Billing Limits	Current	Prior	To-Date
Total Billings	103.00	6,196.00	6,299.00
Limit			6,490.00
Remaining			191.00
		Phase Subtotal	\$103.00
	Total	Prior	Current
Billings to Date	6,299.00	6,196.00	103.00

Construction Services

	Hours	Rate	Amount
Project Manager VI	1.50	152.00	228.00
Technician V	2.50	85.00	212.50
Technician IV	13.50	78.00	1,053.00
Technician III	8.75	66.00	577.50
Technician II	2.00	58.00	116.00
Technician I	2.50	50.00	125.00
Total Services	30.75		2,312.00
Total Services			2,312.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0975.01A	Ank-NWNorthlawnAreaUtilityImprovPhase1	Invoice	22
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Fleet Mileage

33.13

Billing Limits	Current	Prior	To-Date	
Total Billings	2,345.13	24,207.84	26,552.97	
Limit			41,600.00	
Remaining			15,047.03	
		Phase Subtotal		\$2,345.13

	Total	Prior	Current
Billings to Date	26,552.97	24,207.84	2,345.13

Amount Due this Invoice \$2,448.13

	Total	Prior	Current
Billings to Date	131,401.97	128,953.84	2,448.13

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #32 in the amount of \$17,139.09 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE 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 #32

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 **Finance Project Code:** 983.4210
Vendor Project or Invoice #: 119.0290.01 **PO #**
Original Contract Date: April 1, 2019 **Vendor #** 990

Date of Council Meeting 9/6/2022 **PAYMENT REQUEST #** 32
PAYMENT PERIOD: From: 07/18/22 through: 08/21/22

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
Total completed and stored to date:	\$	612,061.14	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		612,061.14
Less previous applications for payment:	\$		594,922.05
SUBTOTAL			\$ 17,139.09

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

CURRENT PAYMENT DUE \$ **17,139.09**

Balance to finish, including retainage: \$ 142,888.86

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature P.P. [Signature] Date 08/25/2022

City of Ankeny Staff Approval

[Signature: Donald Clark]

Signature Date 8/24/22

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2000	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
30	6/22/2022	\$ 11,590.84
31	7/19/2022	\$ 18,236.45
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TOTAL \$ 594,922.05

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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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TOTAL		\$ <u>592,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

August 24, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 32

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through August 21, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96
Phase Subtotal			0.00

Billings to Date	Total 156,063.04	Prior 156,063.04	Current 0.00
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Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17
Phase Subtotal			0.00

Billings to Date	Total 12,342.83	Prior 12,342.83	Current 0.00
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Construction Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87
Phase Subtotal			0.00

Billings to Date	Total 160,600.13	Prior 160,600.13	Current 0.00
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P&S

Billings to Date	Total 35.60	Prior 35.60	Current 0.00
Phase Subtotal			0.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	32
Phase 2 Basic Services				
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	196,240.97	196,240.97
Limit				196,250.00
Remaining				9.03
			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	196,240.97	196,240.97	0.00	
Phase 2 Addtl Services				
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	9,655.26	9,655.26
Limit				11,250.00
Remaining				1,594.74
			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	9,655.26	9,655.26	0.00	
Phase 2 Construction Services				
		Hours	Rate	Amount
Principal Engineer I		.50	217.00	108.50
Project Manager VI		3.00	163.00	489.00
Engineer V		6.00	152.00	912.00
Engineer I		11.50	103.00	1,184.50
Lead Technician		13.25	138.00	1,828.50
Technician VII		31.00	113.00	3,503.00
Technician IV		7.25	83.00	601.75
Technician III		5.75	75.00	431.25
Technician II		110.75	69.00	7,641.75
Technician I		3.00	60.00	180.00
Total Services		192.00		16,880.25
Total Services				16,880.25
Employee Mileage				106.95
Total Expenses				106.95
Fleet Mileage				151.89
Billing Limits		Current	Prior	To-Date
Total Billings		17,139.09	59,984.22	77,123.31
Limit				197,200.00
Remaining				120,076.69
			Phase Subtotal	\$17,139.09
	Total	Prior	Current	
Billings to Date	77,123.31	59,984.22	17,139.09	
Amount Due this Invoice				
				\$17,139.09
	Total	Prior	Current	
Billings to Date	612,061.14	594,922.05	17,139.09	

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	32
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



August 24, 2022

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

RE: SE CROSSWINDS DRIVE - RISE
PROGRESS REPORT NO. 32
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the thirty-second progress report for the above referenced project and covers work through August 21, 2022. Work invoiced through this period includes construction administration, observation, and staking. Construction is progressing with turn lane construction progressing after the recent paving of SE Convenience Boulevard.

The project construction engineering services costs included on this invoice of \$17,139.09, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$6,855.64 would be funded through the RISE Grant.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the September 6, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$210,282.74 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive
Contractor: Sternquist Construction
Address: 1110 N 14th Street, Indianola, Iowa 50125
Finance Budget Code: 959.3959.4451 Finance Project #: 959.4451
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: March 15, 2021 Vendor #: 6417

Date of Council Meeting: September 6, 2022
~~August 1, 2022~~

PAYMENT REQUEST # 14

PAYMENT PERIOD: From: July 17, 2022 Through: August 20, 2022

Contract Summary

Original Contract Amount:	\$ 4,526,677.00	
Net change by Change Orders:	\$ (8,984.25)	
Contract Amount to Date: (line 1 ± 2)	\$ 4,517,692.75	
Total completed and stored to date:	\$ 4,398,810.50	
Retainage: <u>5</u> % of Completed Work:	\$ 219,940.53	
Total Earned less Retainage:	\$ 4,178,869.98	
Less previous applications for payment:	\$ 3,968,587.24	
SUBTOTAL		\$ 210,282.74

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 210,282.74

Balance to finish, including retainage: \$ 338,822.78

Contract Time Remaining (If applicable) (56) Working Days

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

Construction Contractor Approval: Sternquist Construction
Firm Name
Signature [Signature] Date 8-24-22

Engineer / Consultant Approval: Civil Design Advantage
Firm Name
Signature [Signature] Date 8/24/2022

City of Ankeny Staff Approval:
Signature [Signature] Date 8/25/2022

Submit to: Jim Haberichter, P.E.
E-mail: JHaberichter@Ankenylowa.gov Phone: (515) 963-3536 Fax: (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL														
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
2.02	LOCATING/REPAIR TILE LINES	STA	28.00		28.00	\$ 500.00	\$ 14,000.00		\$ -					0.00%
2.03	TOPSOIL, ON-SITE	CY	11,500.00		11,500.00	\$ 5.00	\$ 57,500.00	250.00	\$ 1,250.00	11,750.00	11,800.00	\$ 57,500.00	0.00	100.00%
2.04	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800.00		11,800.00	\$ 2.50	\$ 29,500.00	100.00	\$ 250.00	11,700.00	11,800.00	\$ 29,500.00	0.00	100.00%
2.05	BELOW GRADE EXCAVATION (CORE CUT)	CY	100.00	57.00	157.00	\$ 10.00	\$ 1,570.00		\$ -	157.00	157.00	\$ 1,570.00	0.00	100.00%
2.06	SUBGRADE PREPARATION, 12 IN. DEPTH	SY	21,162.00		21,162.00	\$ 3.00	\$ 63,486.00	400.00	\$ 1,200.00	20,762.00	21,162.00	\$ 63,486.00	0.00	100.00%
2.07	SUBBASE, MODIFIED	SY	19,909.00	2,457.00	22,366.00	\$ 10.00	\$ 223,660.00		\$ -	22,366.00	22,366.00	\$ 223,660.00	0.00	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.05	\$ 200.00	0.95	1.00	\$ 4,000.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00		\$ -					0.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	\$ 4,805.00	\$ 57,660.00		\$ -	12.00	12.00	\$ 57,660.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	\$ 144.00	\$ 19,872.00		\$ -					100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00		1,743.00	\$ 160.00	\$ 278,880.00		\$ -	1,796.00	1,796.00	\$ 287,360.00	(53.00)	103.04%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00		268.00	\$ 181.75	\$ 48,709.00		\$ -	224.00	224.00	\$ 40,712.00	44.00	83.59%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	\$ 265.25	\$ 301,569.25		\$ -	1,137.00	1,137.00	\$ 301,569.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	\$ 110.75	\$ 4,430.00		\$ -	40.00	40.00	\$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00		8.00	\$ 4,200.00	\$ 33,600.00	0.60	\$ 2,520.00	6.40	7.00	\$ 29,400.00	1.00	87.50%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(55.00)	0.00	\$ 42.00	\$ -		\$ -					0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,355.00		1,355.00	\$ 61.00	\$ 81,435.00		\$ -	1,330.00	1,330.00	\$ 81,130.00	5.00	99.63%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	\$ 68.50	\$ 2,534.50		\$ -	37.00	37.00	\$ 2,534.50	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	\$ 84.00	\$ 48,720.00		\$ -	580.00	580.00	\$ 48,720.00	0.00	100.00%
4.11	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	1,664.00		1,664.00	\$ 110.25	\$ 183,456.00		\$ -	1,664.00	1,664.00	\$ 183,456.00	0.00	100.00%
4.12	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	810.00		810.00	\$ 136.50	\$ 110,565.00		\$ -	810.00	810.00	\$ 110,565.00	0.00	100.00%
4.13	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	43.00		43.00	\$ 200.00	\$ 8,600.00		\$ -	43.00	43.00	\$ 8,600.00	0.00	100.00%
4.14	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA. OR LESS	LF	122.00		122.00	\$ 27.25	\$ 3,324.50		\$ -	122.00	122.00	\$ 3,324.50	0.00	100.00%
4.15	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	57.00		57.00	\$ 36.00	\$ 2,052.00		\$ -	57.00	57.00	\$ 2,052.00	0.00	100.00%
4.16	PIPE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 1,155.00	\$ 2,310.00		\$ -	2.00	2.00	\$ 2,310.00	0.00	100.00%
4.17	PIPE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 1,365.00	\$ 4,095.00		\$ -	3.00	3.00	\$ 4,095.00	0.00	100.00%
4.18	PIPE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	1.00	\$ 2,625.00	0.00	100.00%
4.19	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 604.00	\$ 1,208.00		\$ -	2.00	2.00	\$ 1,208.00	0.00	100.00%
4.20	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 662.00	\$ 1,986.00		\$ -	3.00	3.00	\$ 1,986.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 977.00	\$ 977.00		\$ -	1.00	1.00	\$ 977.00	0.00	100.00%
4.22	PIPE APRON GUARD	EA	6.00		6.00	\$ 1,155.00	\$ 6,930.00	2.00	\$ 2,310.00	3.00	5.00	\$ 5,775.00	1.00	83.33%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351.00	0.00	7,351.00	\$ 21.00	\$ 154,371.00		\$ -	7,351.00	7,351.00	\$ 154,371.00	0.00	100.00%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	\$ 1,470.00	\$ 4,410.00	1.00	\$ 1,470.00	2.00	3.00	\$ 4,410.00	0.00	100.00%
4.25	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTK/ANH, 8 IN. DIA.	EA	77.00		77.00	\$ 252.00	\$ 19,404.00		\$ -					100.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	\$ 47.50	\$ 17,812.50		\$ -	375.00	375.00	\$ 17,812.50	0.00	100.00%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	\$ 63.00	\$ 7,623.00		\$ -	121.00	121.00	\$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	\$ 47.25	\$ 181,676.25		\$ -	3,845.00	3,845.00	\$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE STUB, POLYETHYLENE, 1 IN.	EA	1.00		1.00	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	1.00	\$ 1,732.50	0.00	100.00%
5.05	VALVE, GATE, 8 IN. DIA.	EA	5.00		5.00	\$ 1,890.00	\$ 9,450.00		\$ -	5.00	5.00	\$ 9,450.00	0.00	100.00%
5.06	VALVE, GATE, 10 IN. DIA.	EA	2.00		2.00	\$ 2,467.50	\$ 4,935.00		\$ -	2.00	2.00	\$ 4,935.00	0.00	100.00%
5.07	VALVE, GATE, 12 IN. DIA.	EA	7.00		7.00	\$ 2,940.00	\$ 20,580.00		\$ -	7.00	7.00	\$ 20,580.00	0.00	100.00%
5.08	FIRE HYDRANT ASSEMBLY	EA	11.00		11.00	\$ 5,665.00	\$ 61,215.00		\$ -	11.00	11.00	\$ 61,215.00	0.00	100.00%
5.09	FLUSHING DEVICE (BLOWOFF FIRE HYDRANT)	EA	6.00		6.00	\$ 4,725.00	\$ 28,350.00		\$ -	6.00	6.00	\$ 28,350.00	0.00	100.00%
5.10	RELOCATE TEMPORARY FIRE HYDRANT	EA	2.00		2.00	\$ 1,942.50	\$ 3,885.00		\$ -	2.00	2.00	\$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	\$ 210.00	\$ 1,050.00	3.00	\$ 630.00	2.00	5.00	\$ 1,050.00	0.00	100.00%
5.12	WATER MAIN, REMOVAL	LF	70.00		70.00	\$ 23.00	\$ 1,610.00		\$ -	70.00	70.00	\$ 1,610.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, TYPE SW-301, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	\$ 14,700.00	\$ 205,800.00		\$ -	14.00	14.00	\$ 205,800.00	0.00	100.00%
6.02	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 6,615.00	\$ 6,615.00		\$ -	1.00	1.00	\$ 6,615.00	0.00	100.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	\$ 2,835.00	\$ 11,340.00		\$ -	4.00	4.00	\$ 11,340.00	0.00	100.00%
6.04	INTAKE, TYPE SW-502, CIRCULAR SINGLE GRATE INTAKE, 40 IN. DIA.	EA	2.00		2.00	\$ 7,980.00	\$ 15,960.00		\$ -	2.00	2.00	\$ 15,960.00	0.00	100.00%
6.05	INTAKE, TYPE SW-503, DOUBLE GRATE INTAKE	EA	18.00		18.00	\$ 4,515.00	\$ 81,270.00	0.20	\$ 903.00	17.80	18.00	\$ 81,270.00	0.00	100.00%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 8,190.00	\$ 65,520.00		\$ -	8.00	8.00	\$ 65,520.00	0.00	100.00%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD)	EA	8.00		8.00	\$ 12,757.50	\$ 102,060.00		\$ -	8.00	8.00	\$ 102,060.00	0.00	100.00%
6.08	INTAKE, TYPE SW-512, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	2.00		2.00	\$ 3,045.00	\$ 6,090.00	1.00	\$ 3,045.00	1.00	2.00	\$ 6,090.00	0.00	100.00%
6.09	EXTERNAL DIAPHRAGM CONNECTION	EA	6.00		6.00	\$ 6,510.00	\$ 39,060.00		\$ -	5.00	5.00	\$ 32,550.00	1.00	83.33%
6.10	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	\$ 997.50	\$ 997.50		\$ -	1.00	1.00	\$ 997.50	0.00	100.00%
6.11	REMOVE INTAKE, STORM	EA	2.00		2.00	\$ 682.50	\$ 1,365.00		\$ -	2.00	2.00	\$ 1,365.00	0.00	100.00%
6.12	STANDPIPE	EA	1.00		1.00	\$ 630.00	\$ 630.00		\$ -	1.00	1.00	\$ 630.00	0.00	100.00%
6.13	REMOVE STANDPIPE	EA	1.00		1.00	\$ 735.00	\$ 735.00		\$ -	1.00	1.00	\$ 735.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STREETS AND RELATED WORK												
7.01	PAVEMENT, RCC, 9 IN., CLASS C-SUD MIX	SY	17,392.00									
7.02	PAYMENT, RCC, 8 IN., CLASS C-SUD MIX	SY	345.00									
7.03	PAYMENT, RCC, 7 IN., CLASS C-SUD MIX	SY	867.00									
7.04	RCC PAVEMENT SAMPLES AND TESTING	LS	1.00									
7.05	REMOVAL OF SIDEWALK	SY	72.00									
7.06	SIDEWALK, RCC, 4 IN.	SY	17.00									
7.07	SIDEWALK, RCC, 5 IN.	SY	3,223.00									
7.08	SIDEWALK, RCC, 6 IN.	SY	214.00									
7.09	DETECTABLE WARNING	SF	242.00									
7.10	DRIVEWAY, RCC, 6 IN.	SY	154.00									
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00									
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00									
7.13	PAYMENT REMOVAL	SY	575.00									
TRAFFIC CONTROL												
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00									
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10									
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00									
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10									
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00									
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00									
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMs)	DAYS	7.00									
8.08	TRAFFIC SIGNALE	LS	1.00									
8.09	TRAFFIC SIGN RELOCATION	EA	8.00									
8.10	TRAFFIC SIGN REMOVAL	EA	2.00									
8.11	FIBER OPTIC CONDUIT (BLUE) - CITY (FURNISH & INSTALL)	LF	3,855.00									
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00									
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00									
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00									
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00									
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00									
SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE I	AC	11.40									
9.02	CONVENTIONAL SEEDING, SEEDING, FERT, TYPE 4 (TEMP SEEDING)	AC	16.16									
9.03	HYDRAULIC MULCHING (BPM)	AC	16.16									
9.04	FILTER SOCKS, 12 IN.	LF	825.00									
9.05	FILTER SOCKS, REMOVAL	LF	825.00									
9.06	REF RAP, CLASS E	TONS	48.00									
9.07	SILT FENCE	LF	9,285.00									
9.08	SILT FENCE, REMOVAL OF DEVICE	LF	9,285.00									
9.09	STABILIZED CONSTRUCTION ENTRANCE	TONS	555.00									
9.10	EROSION CONTROL MULCHING, STRAW	AC	27.56									
9.11	INLET PROTECTION DEVICE, ROCK	EA	41.00									
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	80.00									
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	80.00									
MISCELLANEOUS												
11.01	MOBILIZATION	LS	1.00									
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00									
11.03	CONCRETE WASHOUT	EA	2.00									
CHANGE ORDER ITEMS												
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC (A-2000), 18 IN. DIA.	EA										
12.02	LOWER EXISTING HW WEGEL DRIVE WATER MAIN	LS										
12.03	WEED CONTROL, WITH GRADING AND MOWING	LS										
12.04	MANHOLE, TYPE SW-40, 48 IN. DIA. (STORM SEWER)	EA										
12.05	SUBBRAIN, CORRUGATED PVC, 6 IN. DIA.	LF										
12.06	INTRADE TREATMENT, GEOGRID	EA										
12.07	INTRADE MODIFICATION	EA										

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$4,517,692.75 PAY PERIOD = \$221,350.25

COMPLETED = \$4,398,810.50

97.37%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 3, 2021	\$ 127,284.80
2	June 7, 2021	\$ 281,211.40
3	July 6, 2021	\$ 401,371.44
4	August 2, 2021	\$ 371,158.60
5	September 6, 2021	\$ 362,441.85
6	October 4, 2021	\$ 379,526.66
7	November 1, 2021	\$ 244,438.80
8	December 6, 2021	\$ 332,705.91
9	January 3, 2022	\$ 487,258.09
10	May 2, 2022	\$ 88,532.40
11	June 6, 2022	\$ 33,853.25
12	July 5, 2022	\$ 247,648.85
13	August 1, 2022	\$ 611,155.19
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 3,968,587.24

Record of Change Orders

No.	Date	Amount
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
6	July 5, 2022	\$ 49,080.00
7	September 6, 2022	\$ 1,500.00
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CHANGE ORDER TOTAL = \$ (8,984.25)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 1, 2021

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	6.0
Total Working Days:	196.0
Working Days Used to Date:	251.5
Working Days Remaining:	(55.5)

Full Completion

Contract Working Days:	12.0
Added by Change Order:	1.0
Total Working Days:	13.0
Working Days Used to Date:	5.0
Working Days Remaining:	8.0



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the September 6, 2022 Accounts Payable. (Finance Committee: B. Bentz, Chp, J. Perry, J. Ruddy)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 AP Check Report
 AP Recap

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 8/18/2022 THRU 9/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000482	WALMART COMMUNITY							
M-CHECK	WALMART COMMUNITY	UNPOST	V 8/26/2022			236651		224.79CR
C-CHECK	VOID CHECK		V 9/06/2022			238196		

* * 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	224.79CR	224.79CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	224.79CR	0.00	0.00
BANK: TOTALS:	2	224.79CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 8/18/2022 THRU 9/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-220732	7/17-7/22/22 NORTH MOWING	R	9/06/2022	5,382.72		238090		
I-220733	7/17-7/22/22 HIGH PROFILE MOW	R	9/06/2022	3,524.30		238090		
I-220734	7/24-7/29/22 HIGH PROFILE MOW	R	9/06/2022	3,524.30		238090		
I-220735	7/29-8/2 SOUTH A MOWING	R	9/06/2022	4,654.26		238090		
I-220836	07/31-8/5/22 HIGH PROFILE MOW	R	9/06/2022	3,422.43		238090		
I-220837	7/31-8/5/22 NORTH MOWING	R	9/06/2022	5,382.72		238090		
I-220838	8/9-8/12/22 HIGH PROFILE MOW	R	9/06/2022	1,776.32		238090		
I-220839	8/14-8/19/22 HIGH PROFILE MOW	R	9/06/2022	3,524.30		238090		
I-220840	8/22-8/25/22 HIGH PROFILE MOW	R	9/06/2022	3,524.30		238090		
I-220841	8/22-8/26/22 NORTH ZONE	R	9/06/2022	5,382.72		238090		
I-220842	8/20-8/26/22 SOUTH ZONE	R	9/06/2022	4,654.26		238090		44,752.63
	*** VENDOR TOTALS ***					1 CHECKS		44,752.63
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-308737B	09/2022 FOUNTAIN/WATER SVCS	R	9/06/2022	3,074.96		238091		3,074.96
	*** VENDOR TOTALS ***					1 CHECKS		3,074.96
010859	ABC ELECTRICAL SERVICES LLC							
I-226150	FIELD LIGHTS REPAIRS-PRSC	R	9/06/2022	1,771.23		238092		1,771.23
	*** VENDOR TOTALS ***					1 CHECKS		1,771.23
004997	ABSOLUTE CONCRETE							
I-APY 6-NE36THRECON	PAY 6-NE 36TH RECON/I35-4MD	R	9/06/2022	501,647.50		238093		
I-PAY 3-SE3RD UTILITY	PAY 3-SE 3RD UTILITY IMP PH1	R	9/06/2022	126,710.14		238093		628,357.64
	*** VENDOR TOTALS ***					1 CHECKS		628,357.64
008578	ACCESS TECHNOLOGIES INC							
I-INV1220868	6/30/22-7/30/22 STATEMENT	R	9/06/2022	1,832.17		238094		1,832.17
	*** VENDOR TOTALS ***					1 CHECKS		1,832.17
000003	ACCO UNLIMITED CORP							
I-0225064-IN	CHEMICALS - CFAC	R	9/06/2022	2,858.70		238095		
I-0225065-IN	CHEMICALS - PRAC	R	9/06/2022	548.60		238095		
I-0225141-IN	CHEMICALS - PRAC	R	9/06/2022	635.20		238095		
I-0225203-IN	CHEMICALS - PRAC	R	9/06/2022	151.00		238095		
I-0225356-IN	CHEMICALS - PRAC	R	9/06/2022	3,481.00		238095		
I-0225357-IN	CHEMICALS - PRAC	R	9/06/2022	548.60		238095		
I-0225490-IN	CHEMICALS -CFAC	R	9/06/2022	2,901.20		238095		11,124.30
	*** VENDOR TOTALS ***					1 CHECKS		11,124.30
000164	G & S HARDWARE INC							
I-208104/2	CFAC SUPPLIES	R	9/06/2022	17.18		238096		
I-208126/2	CFAC SUPPLIES	R	9/06/2022	10.74		238096		
I-208136/2	PRAC SUPPLIES	R	9/06/2022	21.29		238096		
I-208157/2	SUPPLIES - CFAC	R	9/06/2022	67.97		238096		117.18
	*** VENDOR TOTALS ***					1 CHECKS		117.18

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000974	ACME TOOLS							
I-10182124	BATTERY ADAPTER - TRAFFIC	R	9/06/2022	427.00		238097		427.00
	*** VENDOR TOTALS ***					1 CHECKS		427.00
005541	ACUSHNET COMPANY							
C-300401354	CR: MERCHANDISE FOR RESALE	R	9/06/2022	360.00CR		238098		
I-913910899	STOCK MERCH FOR RESALE-OC	R	9/06/2022	120.00		238098		
I-913923126	STOCK MERCH FOR RESALE	R	9/06/2022	147.00		238098		
I-913940248	STOCK MERCH FOR RESALE	R	9/06/2022	477.59		238098		
I-913947857	SPECIAL ORDER MERCH	R	9/06/2022	1,047.61		238098		
I-913964428	SO MERCHANDISE FOR RESALE OC	R	9/06/2022	824.49		238098		
I-913974454	MERCHANDISE FOR RESALE	R	9/06/2022	912.76		238098		
I-913974998	MERCHANDISE FOR RESALE	R	9/06/2022	368.78		238098		
I-913982658	MERCHANDISE FOR RESALE	R	9/06/2022	60.88		238098		
I-913998702	MERCHANDISE FOR RESALE-OC	R	9/06/2022	240.36		238098		
I-914016471	MERCHANDISE FOR RESALE	R	9/06/2022	176.40		238098		
I-914050634	MERCHANDISE FOR RESALE-OC	R	9/06/2022	264.60		238098		4,280.47
	*** VENDOR TOTALS ***					1 CHECKS		4,280.47
000226	AIRGAS NORTH CENTRAL INC							
I-9989946250	CYLINDER RENTALS - CG	R	9/06/2022	891.15		238099		
I-9989946251	CYLINDER RENTALS-PKS	R	9/06/2022	40.23		238099		931.38
	*** VENDOR TOTALS ***					1 CHECKS		931.38
000875	ALL STAR PRO GOLF INC							
I-INV29003	STOCK MERCH FOR RESALE-OC	R	9/06/2022	221.61		238100		221.61
	*** VENDOR TOTALS ***					1 CHECKS		221.61
001272	MARK AMANN							
I-08/20/2022UNIFORM	08/2022 UNIFORM TAILORING	R	9/06/2022	47.67		238101		47.67
	*** VENDOR TOTALS ***					1 CHECKS		47.67
011228	MERRY E AMANN							
I-07/28/22-09/22/22	7/28-9/22/22 TAI CHI	E	9/08/2022	200.00		005665		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
009262	AMAZON CAPITAL SERVICES INC							
I-119Q-3THN-C3FF	SOCCER GOALS - PRSC	E	9/08/2022	770.00		005626		
I-13N6-FHLL-3XKR	BATTERIES/PARACORD - PD	E	9/08/2022	101.55		005626		
I-13N6-FHLL-7QT6	PICTURE BOARDS - FD	E	9/08/2022	124.95		005626		
I-166R-3TG3-6RL4	HOCKEY STICKS/CLIPS -ACC	E	9/08/2022	73.42		005626		
I-16PF-JWMV-496Q	IT SUPPLIES - IT	E	9/08/2022	607.10		005626		
I-176R-HHWC-3F4Y	SELF INSURANCE CLAIM - PD	E	9/08/2022	29.88		005626		
I-17MV-6MHW-4XK6	AMP SINGLE OUTPUT-PRSC	E	9/08/2022	55.82		005626		
I-19N4-NP34-91QH	FOOD CONTAINERS - PD	E	9/08/2022	137.88		005626		
I-19RW-FPY9-3KWK	VALVE BOX/RAINBIRD SUPS-PRSC	E	9/08/2022	848.20		005626		
I-19Y1-K7XY-33PD	KWIK GOAL - P&R	E	9/08/2022	65.00		005626		
I-19YV-PD7R-X9MY	BABY CHANGING STATION SUPS-KL	E	9/08/2022	279.01		005626		

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I-1CDW-K3NK-6XRQ	FLASH DRIVE - PD	E	9/08/2022	101.96		005626		
I-1DJV-MYRD-741L	MOUNTING BRACKET - FD	E	9/08/2022	57.59		005626		
I-1GH7-NR4T-JGFP	INSULATING SENSOR - KL	E	9/08/2022	68.76		005626		
I-1JQ4-6Y9W-QRQV	HEADSET - PW	E	9/08/2022	62.99		005626		
I-1JRD-RTC-19JP	KWIK GOAL P&R	E	9/08/2022	325.00		005626		
I-1LG3-YXKD-RGDY	COMPUTER MOUSE - PW	E	9/08/2022	29.97		005626		
I-1LJF-H3VN-R9TN	SELF INSURANCE CLAIM - PD	E	9/08/2022	200.27		005626		
I-1NMH-CTGG-1MCC	HAMMER/VEST/FLAP/TP MEASURE-PW	E	9/08/2022	159.46		005626		
I-1NPQ-RKW4-4CKX	TAILGATE SUPPLIES - COMM	E	9/08/2022	175.00		005626		
I-1PYP-VCJ9-76K6	DISPLAY PORT CABLES - IT	E	9/08/2022	135.80		005626		
I-1QK1-PQKP-49DK	BATTERY CHARGER - TRAFFIC	E	9/08/2022	149.10		005626		
I-1RFD-TWQ3-4TN3	CRIME PERIODICAL - PD	E	9/08/2022	217.60		005626		
I-1RH9-7CNX-RT9P	INTEROFFICE ENVELOPS/TUMS - PD	E	9/08/2022	44.39		005626		
I-1RRF-WL9M-3F99	REC SUPPLIES - P&R	E	9/08/2022	134.47		005626		
I-1T4G-NK7N-RFTH	PHONE CASE - PD	E	9/08/2022	95.94		005626		
I-1TQQ-LNNW-VWWR	LAPTOP BAG/CORD/CLICKER - PW	E	9/08/2022	136.06		005626		
I-1V3Q-KK9P-39DW	LIGHT BULBS - FD	E	9/08/2022	48.84		005626		
I-1WL6-VGYT-13J4	SOCCER DART BOARD - COMM	E	9/08/2022	765.00		005626		
I-1XRH-3L9X-H19X	GLOVES/IMPACT/SOCKETS - MU	E	9/08/2022	221.41		005626		
I-1Y3D-PR9W-DNMV	GRINDING WHEEL - PRSC	E	9/08/2022	40.93		005626		
I-1YDY-GDJ7-4VRV	FIRST AID SUPPLIES-P&R	E	9/08/2022	397.25		005626		6,660.60
*** VENDOR TOTALS ***						1 CHECKS		6,660.60

010761 AMAZON.COM CORPORATE CREDIT

I-433638843596	MISC MULTIMEDIA-KL	E	9/08/2022	93.99		005638		
I-436449986934	MULTIMEDIA - KL	E	9/08/2022	9.96		005638		
I-437759737674	PAPER/COTTONBALLS/SUPS-KL	E	9/08/2022	211.77		005638		
I-437896749967	MISC BOOKS - KL	E	9/08/2022	13.02		005638		
I-449658397549	MISC SUPPLIES - KL	E	9/08/2022	201.32		005638		
I-456576776665	MISC BOOKS - KL	E	9/08/2022	8.88		005638		
I-458983464568	MULTIMEDIA - KL	E	9/08/2022	26.32		005638		
I-465654553698	SPARTAN INDUSTRIAL - KL	E	9/08/2022	269.88		005638		
I-465834796854	MISC BOOKS - KL	E	9/08/2022	283.26		005638		
I-466765553847	MISC MULTIMEDIA- KL	E	9/08/2022	216.24		005638		
I-467668579584	MULTIMEIDA - KL	E	9/08/2022	32.81		005638		
I-469584694939	MULTIMEDIA - KL	E	9/08/2022	19.98		005638		
I-493753759634	MISC BOOKS - KL	E	9/08/2022	39.95		005638		
I-586699359757	MISC MULTIMEDIA - KL	E	9/08/2022	87.93		005638		
I-588473897864	MULTIMEDIA - KL	E	9/08/2022	58.88		005638		
I-599779589766	COMMAND SMALL CLEAR REFILL-KL	E	9/08/2022	27.35		005638		
I-646583898999	MULTIMEDIA - KL	E	9/08/2022	19.95		005638		
I-658879599597	MISC MULTIMEDIA -KL	E	9/08/2022	89.18		005638		
I-668755753759	MULTIMEDIA - KL	E	9/08/2022	19.49		005638		
I-683638367655	STICKERS/REWARDS-KL	E	9/08/2022	23.97		005638		
I-683938665865	MULTIMEDIA - KL	E	9/08/2022	32.83		005638		
I-695445454644	MULTIMEDIA - KL	E	9/08/2022	13.99		005638		
I-697684457365	MISC BOOKS - KL	E	9/08/2022	4.95		005638		
I-748337583974	MISC BOOKS -KL	E	9/08/2022	306.42		005638		

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I-786683895833	PATTERN BLOCKS-KL	E	9/08/2022	9.99		005638		
I-874943596887	MISC BOOKS - KL	E	9/08/2022	164.77		005638		
I-877584353846	MULTIMEDIA - KL	E	9/08/2022	19.95		005638		
I-933596664347	SCRATCH FALL LEAVES- KL	E	9/08/2022	167.79		005638		
I-947537894787	BLUE PANDA/STICKERS/MISC-KL	E	9/08/2022	58.34		005638		2,533.16
	*** VENDOR TOTALS ***					1 CHECKS		2,533.16
004293	AMERICAN FENCE CO OF IOWA INC							
I-INIA859	SECURITY GATE & FENCE - PD	R	9/06/2022	1,000.00		238102		1,000.00
	*** VENDOR TOTALS ***					1 CHECKS		1,000.00
000038	AMERICAN RED CROSS							
I-22471036	LIFEGUARDING REVIEW -CP	R	9/06/2022	246.00		238103		246.00
	*** VENDOR TOTALS ***					1 CHECKS		246.00
002676	ANIMAL RESCUE LEAGUE							
I-641	INTAKE LIVE ANIMAL - PD	E	9/08/2022	2,875.00		005585		2,875.00
	*** VENDOR TOTALS ***					1 CHECKS		2,875.00
000012	MILLENNIUM II CORPORATION							
I-1065484	SHOP PARTS - PW	R	9/06/2022	13.99		238104		
I-1075590	CLAMPS - OCM	R	9/06/2022	12.32		238104		
I-1076463	BATTERIES- OC M	R	9/06/2022	12.05		238104		
I-1076730	ROOFING NAILS -HAWKEYE	R	9/06/2022	14.95		238104		
I-1076930	HILLMAN - OCM	R	9/06/2022	3.99		238104		
I-1077227	CONNECTOR/HILLMAN -PD	R	9/06/2022	9.11		238104		
I-1077768	NPPL/COUPLING - MU	R	9/06/2022	11.27		238104		
I-1077953	PRIMER/PAINTERS TOOL - PKS	R	9/06/2022	40.51		238104		
I-1077962	LETTERS/NUMBERS/FG QUK-OCM	R	9/06/2022	12.88		238104		
I-1077987	5 GALLON PAIL - ENG	R	9/06/2022	12.52		238104		
I-1078225	LIGHTED CORD - ACC	R	9/06/2022	36.66		238104		
I-1078385	WASP/HORNET SPRAY - PRSC	R	9/06/2022	4.43		238104		
I-1078869	OUTLET/HILLMAN -CFAC	R	9/06/2022	46.86		238104		
I-1078874	BUSHING/HILLMAN - PRSC	R	9/06/2022	20.67		238104		
I-1078912	SHOP PARTS - PKS	R	9/06/2022	3.98		238104		
I-1079112	UNIT #112 HILLMAN	R	9/06/2022	1.92		238104		
I-1079146	STAPLES - P&R	R	9/06/2022	8.28		238104		
I-1079264	COMMAND STRIP - FD	R	9/06/2022	46.28		238104		
I-1079461	HILLMAN/CLAMPS -PKS	R	9/06/2022	22.27		238104		
I-1079674	HORNET SPRAY/SCRUB BRSH -PKS	R	9/06/2022	16.09		238104		351.03
	*** VENDOR TOTALS ***					1 CHECKS		351.03
004201	TSJM TOWING SERVICE LLC							
I-22-47044	UNIT #99 TOW/HOOK FEE	R	9/06/2022	40.00		238105		
I-22-48340	TOW/HOOK FEE - PD	R	9/06/2022	40.00		238105		
I-22-48472	TOW/HOOK FEE - PD	R	9/06/2022	95.00		238105		
I-22-48527	TOW/HOOK FEE - PD	R	9/06/2022	79.00		238105		
I-22-48540	TOW/HOOK FEE - PD	R	9/06/2022	50.00		238105		

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I-22-48686	TOW/HOOK FEE/MILEAGE - PD	R	9/06/2022	77.20		238105		
I-22-48752	TOW/HOOK FEE - PD	R	9/06/2022	40.00		238105		
I-8/16/2022	TOW/HOOK/STORAGE FEE-PD	R	9/06/2022	715.00		238105		
I-8/18/2022	IMPOUND/STORAGE - PD	R	9/06/2022	100.00		238105		1,236.20
	*** VENDOR TOTALS ***					1 CHECKS		1,236.20
004518	AQUACLEAR							
I-6599	JULY LAKE MGMT SVCS - PRSC	R	9/06/2022	961.56		238106		961.56
	*** VENDOR TOTALS ***					1 CHECKS		961.56
009326	RYAN ARENDSE							
I-08/04/22-08/09/22	8/4-8/9/22 MEALS	E	9/08/2022	45.31		005659		45.31
	*** VENDOR TOTALS ***					1 CHECKS		45.31
000057	ARNOLD MOTOR SUPPLY							
C-15CR010463	CR: HIGH CAPACITY VBELT-OCM	R	9/06/2022	40.48CR		238107		
I-15NV128395	TRANSFER PUMP - OCM	R	9/06/2022	10.99		238107		
I-15NV128509	HIGH CAPACITY VBELT - OCM	R	9/06/2022	40.48		238107		
I-15NV128640	HIGH CAPACITY VBELT-OCM	R	9/06/2022	15.98		238107		
I-15NV128666	HIGH CAPACITY VBELT-OCM	R	9/06/2022	15.98		238107		
I-15NV129308	HOSE CLAMP -PRSC	R	9/06/2022	18.90		238107		61.85
	*** VENDOR TOTALS ***					1 CHECKS		61.85
008024	AUREON COMMUNICATIONS LLC							
I-08/2022	08/01/22-08/31/22 STATEMENT	E	9/08/2022	945.55		005617		945.55
	*** VENDOR TOTALS ***					1 CHECKS		945.55
005865	TASER INTERNATIONAL INC							
I-INUS091229	BODY WORN CAMERAS - PD	R	9/06/2022	123,449.98		238108		
I-INUS092356	DYNAMIC BUNDLE - PD	R	9/06/2022	995.04		238108		124,445.02
	*** VENDOR TOTALS ***					1 CHECKS		124,445.02
000067	BAKER & TAYLOR INC							
I-2036931201	MISC BOOKS -KL	E	9/08/2022	1,417.54		005557		
I-2036938847	MISC BOOKS - KL	E	9/08/2022	15.12		005557		
I-2036938848	MISC BOOKS - KL	E	9/08/2022	329.61		005557		
I-2036943622	MISC BOOKS - KL	E	9/08/2022	340.32		005557		
I-2036945949	MISC BOOKS -KL	E	9/08/2022	978.49		005557		
I-2036950593	MISC BOOKS - KL	E	9/08/2022	289.43		005557		
I-2036957323	MISC BOOKS -KL	E	9/08/2022	606.48		005557		
I-2036963413	MISC BOOKS - KL	E	9/08/2022	1,772.61		005557		
I-2036969003	MISC BOOKS -KL	E	9/08/2022	375.06		005557		
I-2036970393	MISC BOOKS - KL	E	9/08/2022	423.14		005557		
I-H62165060	MISC MULTIMEDIA-KL	E	9/08/2022	27.99		005557		
I-H62233970	MULTIMEDIA - KL	E	9/08/2022	132.95		005557		
I-H62300870	MULTIMEDIA - KL	E	9/08/2022	24.49		005557		
I-H62307360	MULTIMEDIA - KL	E	9/08/2022	34.92		005557		
I-NS22080087	10/1/22-9/30/23 CONTENT CAFE	E	9/08/2022	635.13		005557		
I-NS22080205	10/1/22-9/30/23 SUBSCRPTN RNWL	E	9/08/2022	1,798.50		005557		9,201.78
	*** VENDOR TOTALS ***					1 CHECKS		9,201.78

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009316	BAKER TILLY VIRCHOW KRAUSE LLP							
I-BT2134878	STRATEGIC PLAN UPDATE	R	9/06/2022	27,811.08		238109		27,811.08
	*** VENDOR TOTALS ***					1 CHECKS		27,811.08
009922	ROBERT BALL							
I-08/02/2022 MEAL	8/2/22 MEAL	E	9/08/2022	11.37		005663		11.37
	*** VENDOR TOTALS ***					1 CHECKS		11.37
011551	CATHY BETHARDS							
I-2023CIGARETTE RFND REFUND 2023 CIGARETTE PERMIT		R	9/06/2022	75.00		238110		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
006349	HY-VEE INC-BDI							
I-41066	ALCOHOL FOR RESALE - OC	R	9/06/2022	791.53		238111		
I-41739A	ALCOHOL FOR RESALE-OC	R	9/06/2022	91.22		238111		
I-41739B	ALCOHOL FOR RESALE-OC	R	9/06/2022	2,391.78		238111		3,274.53
	*** VENDOR TOTALS ***					1 CHECKS		3,274.53
005950	BLACKSTONE AUDIO INC							
I-2055987	MULTIMEDIA/SHELF SVCS-KL	R	9/06/2022	839.79		238112		
I-2057004	MISC MULTIMEDIA/SHELF SVCS-KL	R	9/06/2022	46.35		238112		
I-2058170	MULTIMEDIA/SHELF SVCS-KL	R	9/06/2022	43.54		238112		
I-2058282	MULTIMEDIA/SHELF SVCS-KL	R	9/06/2022	697.61		238112		1,627.29
	*** VENDOR TOTALS ***					1 CHECKS		1,627.29
009415	LANIE BOAS							
I-8/26/2022	PE LICENSE REG FEE REIMBURSMNT	E	9/08/2022	75.00		005660		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
000282	BOLAND RECREATION							
I-22178	BELLAGIO PARK BB GOALS	R	9/06/2022	5,000.00		238113		
I-22182	BB BACKBOARD REPLACEMENT	R	9/06/2022	1,505.00		238113		6,505.00
	*** VENDOR TOTALS ***					1 CHECKS		6,505.00
008100	BOMGAARS SUPPLY INC							
I-65983188	BOOTS - T. HAMMOND	R	9/06/2022	136.99		238114		136.99
	*** VENDOR TOTALS ***					1 CHECKS		136.99
009487	BOOT BARN INC							
I-INV00190073	BOOTS - KAUFMAN	E	9/08/2022	140.00		005631		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
005174	BOUND TREE MEDICAL LLC							
I-64841190	OP IQ ANNUAL SOFTWARE	R	9/06/2022	1,050.00		238115		
I-84573052	EMS SUPPLIES - FD	R	9/06/2022	131.70		238115		
I-84573053	EMS SUPPLIES - FD	R	9/06/2022	14.45		238115		
I-84573054	EMS SUPPLIES - FD	R	9/06/2022	86.99		238115		
I-84623939	EMS SUPPLIES - FD	R	9/06/2022	3.60		238115		

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I-84623940	EMS SUPPLIES - FD	R	9/06/2022	284.90		238115		
I-84629719	EMS SUPPLIES - FD	R	9/06/2022	435.40		238115		
I-84633778	EMS SUPPLIES - FD	R	9/06/2022	8.90		238115		
I-84637953	FY 22 AMBO EQUIP	R	9/06/2022	6,308.32		238115		
I-84640059	EMS SUPPLIES NEW AMBULNCE -FD	R	9/06/2022	765.33		238115		
I-84647991	FY22 AMBULANCE EQUIP - FD	R	9/06/2022	144.96		238115		
I-84651729	EMS SUPPLIES - FD	R	9/06/2022	8.50		238115		
I-84651730	EMS SUPPLIES - FD	R	9/06/2022	55.85		238115		9,298.90
	*** VENDOR TOTALS ***					1 CHECKS		9,298.90
004591	GREATER DSM COMMUNITY FOUNDATI							
I-FY23 #1	FY23 #1 HOTEL/MOTEL CONTRIBUTN	R	9/06/2022	167,372.98		238116		167,372.98
	*** VENDOR TOTALS ***					1 CHECKS		167,372.98
000127	BRICK GENTRY PC							
I-380268	07/25/2022 STATEMENT 224.016	R	9/06/2022	855.00		238117		
I-380276	7/25/2022 STATEMENT 224.011	R	9/06/2022	1,275.00		238117		
I-380278	7/25/2022 STATEMENT 224.014	R	9/06/2022	840.00		238117		2,970.00
	*** VENDOR TOTALS ***					1 CHECKS		2,970.00
011451	BRIDGESTONE GOLF, INC							
I-INV-1003118932	STOCK MERCH FOR RESALE-OC	E	9/08/2022	115.07		005642		115.07
	*** VENDOR TOTALS ***					1 CHECKS		115.07
007873	ROSS BUDDEN							
I-08/2022 BOOTS	08/2022 BOOTS	E	9/08/2022	140.00		005651		
I-8/11/2022	BOOT REIMBURSEMENT	E	9/08/2022	140.00		005651		280.00
	*** VENDOR TOTALS ***					1 CHECKS		280.00
008738	BULB GUY LIGHTING							
I-17799	RESTOCK FEE FOR LIGHTS -PD	E	9/08/2022	283.00		005622		283.00
	*** VENDOR TOTALS ***					1 CHECKS		283.00
000385	CAPITAL CITY EQUIPMENT CO							
C-28224D	CR: UNIT 202 LATCH	E	9/08/2022	96.89CR		005565		
I-28498D	UNIT #202 DOO LATCH	E	9/08/2022	135.13		005565		
I-58331D	#214 STUMP GRINDER	E	9/08/2022	1,192.29		005565		1,230.53
	*** VENDOR TOTALS ***					1 CHECKS		1,230.53
000117	CARMEN'S FLOWERS							
I-015319	GREEN PLANT-VOIGT	R	9/06/2022	67.00		238118		
I-015325	BLOOMING PLANT - COZAD	R	9/06/2022	62.00		238118		129.00
	*** VENDOR TOTALS ***					1 CHECKS		129.00

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011556	CARNEY TAP							
I-08/2022REFUND	REFUND-ADULT SOFTBALL LEAGUE	R	9/06/2022	225.00		238119		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
000453	CARQUEST AUTO PARTS							
C-2330-756518	CR: UNIT #115 BRAKE CALIPER	R	9/06/2022	60.00CR		238120		
I-2330-456548	UNIT #64 SERP BELT/TENSIONER	R	9/06/2022	75.99		238120		
I-2330-756217	SERPENTINE BELT-SQUAD CARS	R	9/06/2022	47.82		238120		
I-2330-756436	UNIT #115 BRAKE CALIPER	R	9/06/2022	118.49		238120		
I-2330-756652	UNIT #231 ROTOR/BRAKE PADS	R	9/06/2022	236.57		238120		418.87
	*** VENDOR TOTALS ***					1 CHECKS		418.87
004613	CENTRAL IOWA DISTRIBUTING							
I-229120	BLACK BAGS - OCM	E	9/08/2022	422.00		005597		422.00
	*** VENDOR TOTALS ***					1 CHECKS		422.00
004635	CENTRAL IOWA OFFICIALS LLC							
I-08/2022	FALL SOFTBALL OFFICIALS	R	9/06/2022	3,008.00		238121		3,008.00
	*** VENDOR TOTALS ***					1 CHECKS		3,008.00
011409	CENTRAL MCGOWAN INC							
I-0000614102	BEVERAGES FOR RESALE-OC	E	9/08/2022	64.95		005641		64.95
	*** VENDOR TOTALS ***					1 CHECKS		64.95
003072	QWEST CORPORATION							
I-08/04/2022	08/04/2022 STATEMENT - TRFC	R	9/06/2022	100.89		238122		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
002487	NCH CORPORATION							
I-7891615	AEROSOLS - CG	R	9/06/2022	450.27		238123		450.27
	*** VENDOR TOTALS ***					1 CHECKS		450.27
008614	TONY CHRISTOPH							
I-08/09/2022 MEAL	08/09/22 MEAL	E	9/08/2022	18.00		005621		
I-08/18/2022	8/15/22 MEAL	E	9/08/2022	15.81		005621		33.81
	*** VENDOR TOTALS ***					1 CHECKS		33.81
004002	CINTAS CORPORATION							
I-4127126658	MAT/UNIFORM RENTAL-OC	R	9/06/2022	93.87		238124		
I-4127776567	LINEN RENTALS - OC	R	9/06/2022	84.00		238124		
I-4128515590	LINEN RENTALS - OC PRO	R	9/06/2022	125.11		238124		
I-4129142254	LINEN RENTALS - OC	R	9/06/2022	125.11		238124		428.09
	*** VENDOR TOTALS ***					1 CHECKS		428.09

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010049	CINTAS CORPORATION							
I-5120048970	FIRST AID SUPPLIES - MU	R	9/06/2022	80.72		238125		80.72
	*** VENDOR TOTALS ***					1 CHECKS		80.72
011576	CINTAS CORPORATION							
I-4127136873	8/02/22 SVCS - WATER	R	9/06/2022	177.87		238126		
I-4127246042	8/03/22 SVCS - WASTE WATER	R	9/06/2022	135.51		238126		
I-4127776569	MAT/UNIFORM RENTAL -OCM	R	9/06/2022	93.87		238126		
I-4127787252	8/09/22 SVCS - WATER	R	9/06/2022	177.87		238126		
I-4127787330	MAT/UNIFORM RENTAL - PKS	R	9/06/2022	113.23		238126		
I-4127787333	MAT RENTAL - ACC	R	9/06/2022	52.39		238126		
I-4127930234	8/10/22 SVCS - WASTE WATER	R	9/06/2022	135.51		238126		
I-4128515620	MAT/UNIFORM RENTAL OCM	R	9/06/2022	93.87		238126		
I-4128519141	8/16/22 SVCS - WATER	R	9/06/2022	177.87		238126		
I-4128519169	MAT RENTAL - ACC	R	9/06/2022	52.39		238126		
I-4128519215	MAT/UNIFORM RENTAL - PKS	R	9/06/2022	113.23		238126		
I-4128650736	8/17/22 SVCS - WASTE WATER	R	9/06/2022	135.51		238126		
I-4129142177	MAT/UNIFORM RENTAL - OC	R	9/06/2022	93.87		238126		
I-4129152527	MAT / UNIFORM RENTAL -PKS	R	9/06/2022	113.23		238126		
I-4129844863	MAT RENTAL -CH	R	9/06/2022	61.51		238126		1,727.73
	*** VENDOR TOTALS ***					1 CHECKS		1,727.73
002407	CIVIL DESIGN ADVANTAGE LLC							
I-38078 #28	PAY 28-NW18TH EXT/WEIGL/SPRCE	E	9/08/2022	21,351.50		005583		21,351.50
	*** VENDOR TOTALS ***					1 CHECKS		21,351.50
010254	CLOUD DEFENSIVE LLC							
I-INV66623	RIFLE LIGHTS - PD	E	9/08/2022	2,314.91		005636		2,314.91
	*** VENDOR TOTALS ***					1 CHECKS		2,314.91
005084	CMS COMMUNICATIONS INC							
I-2206474-IN	WIRELESS HEADSETS - IT	R	9/06/2022	195.09		238127		
I-2206694-IN	HEADSETS - IT	R	9/06/2022	364.92		238127		560.01
	*** VENDOR TOTALS ***					1 CHECKS		560.01
007852	LEE COLE							
I-08/2022 MAGIC	08/2022 MAGICAMP	R	9/06/2022	490.00		238128		490.00
	*** VENDOR TOTALS ***					1 CHECKS		490.00
011575	COLONIAL PENN LIFE INSURANCE C							
I-AFD24921	AMBULANCE REFUND	R	9/06/2022	87.38		238129		87.38
	*** VENDOR TOTALS ***					1 CHECKS		87.38

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006379	CON-STRUCT INC							
I-113062	RAMPS-WEST 1ST STREET	R	9/06/2022	24,849.50		238130		24,849.50
	*** VENDOR TOTALS ***					1 CHECKS		24,849.50
009492	CONFERENCE TECHNOLOGIES, INC							
I-ST221000245	TRUCK/TOOL & INSTALLATION -KL	E	9/08/2022	637.00		005632		637.00
	*** VENDOR TOTALS ***					1 CHECKS		637.00
000614	CONFLUENCE INC							
I-24193	UPTOWN STREETSCAPE	R	9/06/2022	1,223.80		238131		1,223.80
	*** VENDOR TOTALS ***					1 CHECKS		1,223.80
002992	CONSTRUCTION MATERIALS TESTING							
I-42423	2022 PCC PATCHING - ENG	E	9/08/2022	494.00		005587		494.00
	*** VENDOR TOTALS ***					1 CHECKS		494.00
002559	CONSUMERS ENERGY							
I-07/01/22-07/31/22	08/08/2022 STATEMENT	E	9/08/2022	2,420.89		005584		2,420.89
	*** VENDOR TOTALS ***					1 CHECKS		2,420.89
009277	CONVERGE ONE INC							
I-IE9095654	PALO ALTO 820 220 ANNUAL	E	9/08/2022	1,526.14		005627		
I-IE9095708	PALO ALTO 820 220 ANNUAL	E	9/08/2022	8,618.80		005627		10,144.94
	*** VENDOR TOTALS ***					1 CHECKS		10,144.94
000595	CORE & MAIN LP							
I-R235643	WATER GASKET - MU	R	9/06/2022	251.93		238132		251.93
	*** VENDOR TOTALS ***					1 CHECKS		251.93
003533	5 TRAILS INC							
I-17964	PLAQUES - P&R	R	9/06/2022	103.05		238133		103.05
	*** VENDOR TOTALS ***					1 CHECKS		103.05
007254	CUTTER & BUCK							
I-0096287743	MERCH FOR RESALE -OC	R	9/06/2022	1,159.91		238134		1,159.91
	*** VENDOR TOTALS ***					1 CHECKS		1,159.91
000146	CENTURY HOMES CO							
I-0549424-IN	T-ZONE/RANGER PRO - PW	R	9/06/2022	963.75		238135		
I-0549557-IN	WEED CHEMICALS - PW	R	9/06/2022	110.00		238135		
I-0550272-IN	DRIVE XLR BOTTLE - OCM	R	9/06/2022	133.72		238135		
I-0550377-IN	LOUISVILLE SLUGGER MRKNG-PRSC	R	9/06/2022	778.40		238135		
I-0550880-IN	AQUATIC CHEMICALS-OCM	R	9/06/2022	1,707.00		238135		3,692.87
	*** VENDOR TOTALS ***					1 CHECKS		3,692.87

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009536	D R HORTON - IOWA LLC							
I-RES#2018-343(2)	SDWLK OVRSG-EST PR TRL P7	R	9/06/2022	924.00		238136		924.00
	*** VENDOR TOTALS ***					1 CHECKS		924.00
001003	ED DANIELS							
I-106370	FILTERS - PD	E	9/08/2022	195.12		005576		195.12
	*** VENDOR TOTALS ***					1 CHECKS		195.12
003099	DELL MARKETING L P							
I-10607251327	MONITORS - PD	R	9/06/2022	485.42		238137		
I-10610733670	ANFD118 TABLET AND LAPTOP	R	9/06/2022	4,823.12		238137		5,308.54
	*** VENDOR TOTALS ***					1 CHECKS		5,308.54
000605	DEMCO INC							
I-7164446	BOOK COVERS/DVD ALBUMS-KL	E	9/08/2022	115.94		005570		115.94
	*** VENDOR TOTALS ***					1 CHECKS		115.94
011530	DES MOINES AREA COMMUNITY COLL							
I-S1551376	CDL COURSE - T. HAMMOND	R	9/06/2022	140.00		238138		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
000593	OMG MIDWEST INC dba DES MOINES							
I-FINAL-2022 ASPHLT	FINAL-2022 ASPHLT RSRFCNG-ORD	R	9/06/2022	6,868.50		238139		6,868.50
000593	OMG MIDWEST INC dba DES MOINES							
I-RTNG-2022 ASPHLT	RTNG-2022 ASPHLT RSRFCNG-ORD	R	9/06/2022	14,887.27		238140		14,887.27
	*** VENDOR TOTALS ***					2 CHECKS		21,755.77
000843	THE DES MOINES REGISTER							
I-4823679	07/2022 LEGAL PUBLICATIONS	E	9/08/2022	2,011.58		005573		2,011.58
	*** VENDOR TOTALS ***					1 CHECKS		2,011.58
000700	DES MOINES STAMP MFG CO							
I-1204447	NOTARY STAMP - D. SHUMACHER	E	9/08/2022	32.90		005571		
I-1205065	NOTARY STAMP-KOVACS,FIGUEROA	E	9/08/2022	62.05		005571		94.95
	*** VENDOR TOTALS ***					1 CHECKS		94.95
001327	GL ANKENY LLC							
I-DTCS264938	REPAIRS TO #408	R	9/06/2022	3,838.23		238141		3,838.23
	*** VENDOR TOTALS ***					1 CHECKS		3,838.23
000161	DEWEY FORD INC							
C-CM591178 FOW	CR: UNIT #115 BRACKET	R	9/06/2022	36.13CR		238142		
I-590675 FOW	UNIT #78 V-BELT	R	9/06/2022	27.00		238142		
I-590678 FOW	V-BELT - SQUAD CARS	R	9/06/2022	27.00		238142		
I-590862 FOW	UNIT #67 VALVE	R	9/06/2022	44.73		238142		
I-590930 FOW	UNIT #922 HOSE	R	9/06/2022	48.57		238142		
I-591152-1 FOW	UNIT #610 COMPRESSOR	R	9/06/2022	624.55		238142		

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I-591178 FOW	UNIT #115 BRACKET	R	9/06/2022	36.13		238142		
I-591220 FOW	UNIT #115 BRACKET	R	9/06/2022	20.75		238142		
I-591296 FOW	UNIT #231 SEAL	R	9/06/2022	115.88		238142		
I-591324 FOW	UNIT #231 HEX NUT	R	9/06/2022	46.06		238142		
I-591597 FOW	UNIT #243 FILTER	R	9/06/2022	21.96		238142		
I-591645 FOW	UNIT #713 SEAL	R	9/06/2022	115.88		238142		
I-591680 FOW	FILTER - SQUAD CARS	R	9/06/2022	87.84		238142		1,180.22
	*** VENDOR TOTALS ***					1 CHECKS		1,180.22
004568	DOLL DISTRIBUTING LLC							
I-1064180	ALCOHOL FOR RESALE-OC	E	9/08/2022	1,182.30		005596		
I-1066882	ALCOHOL FOR RESALE - HWKY	E	9/08/2022	300.30		005596		
I-1068993	ALCOHOL FOR RESALE-OCM	E	9/08/2022	1,554.85		005596		
I-1073730	ALCOHOL FOR RESALE-OC	E	9/08/2022	1,906.80		005596		4,944.25
	*** VENDOR TOTALS ***					1 CHECKS		4,944.25
002143	DOORS INC							
I-322854	DOOR LOCK - HAWKEYE	E	9/08/2022	25.00		005579		
I-323274	HINGES- MIRACLE PARK RESTROOM	E	9/08/2022	60.00		005579		85.00
	*** VENDOR TOTALS ***					1 CHECKS		85.00
007346	BRANDON DYER							
I-08/08/2022	8/3/22 LUNCH	E	9/08/2022	13.76		005650		13.76
	*** VENDOR TOTALS ***					1 CHECKS		13.76
006319	EDWARD DON AND COMPANY							
I-28855232	FOOD/SUPPLIES FOR RESALE-OC	R	9/06/2022	302.97		238143		
I-28921517	FOOD/SUPPLIES FOR RESALE-OC	R	9/06/2022	339.20		238143		642.17
	*** VENDOR TOTALS ***					1 CHECKS		642.17
000186	ELECTRONIC ENGINEERING							
I-114002233-1A	HAND HELD RADIO-PKS	E	9/08/2022	1,749.16		005558		1,749.16
	*** VENDOR TOTALS ***					1 CHECKS		1,749.16
011454	ENCORE DANCE ACADEMY							
I-07/2022-08/2022	FY23 ENCORE JULY-AUG	E	9/08/2022	1,721.60		005643		1,721.60
	*** VENDOR TOTALS ***					1 CHECKS		1,721.60
005334	ENVIRONMENTAL SYSTEMS RESEARCH							
I-94310073	ARCGIS VIEWER 8/23/22-8/22/23	R	9/06/2022	500.00		238144		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
005478	EXCEL MECHANICAL COMPANY INC							
I-153937	SEMI ANNUAL INSPECTION-KL	E	9/08/2022	1,430.54		005604		
I-155136	LAKESIDE AC REPAIR	E	9/08/2022	1,202.00		005604		
I-155137	HEAT PUMP/COMPRSR REPAIR-FD	E	9/08/2022	1,875.00		005604		
I-155145	HEAT PUMP/ERV REPAIRS -KL	E	9/08/2022	1,792.80		005604		
I-155336	DRAIN REPAIR-PD	E	9/08/2022	8,134.71		005604		
I-155822	WATER PUMP REPAIRS - KL	E	9/08/2022	744.50		005604		15,179.55
	*** VENDOR TOTALS ***					1 CHECKS		15,179.55

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004235	FAITH BAPTIST BIBLE COLLEGE							
I-08/2022	HOT SHOTS SOCCER CAMP	E	9/08/2022	3,150.00		005594		3,150.00
	*** VENDOR TOTALS ***					1 CHECKS		3,150.00
002285	FASTENAL COMPANY							
I-IADES417894	UNIT #743 SCREWS	E	9/08/2022	14.50		005581		
I-IADES418829	WAVEMAKER BOLTS - CFAC	E	9/08/2022	39.80		005581		54.30
	*** VENDOR TOTALS ***					1 CHECKS		54.30
000197	FEDERAL EXPRESS CORPORATION							
I-7-839-69946	SHIPPING - OC	R	9/06/2022	50.39		238145		
I-7-846-72885	SHIPPING - OC	R	9/06/2022	21.75		238145		72.14
	*** VENDOR TOTALS ***					1 CHECKS		72.14
006858	FERGUSON ENTERPRISES INC #1657							
I-0431573	RF UNITS - MU	R	9/06/2022	100,000.00		238146		100,000.00
	*** VENDOR TOTALS ***					1 CHECKS		100,000.00
009039	FINDAWAY WORLD LLC							
I-397010	MISC MULTIMEDIA - KL	R	9/06/2022	65.44		238147		
I-400440	MULTIMEDIA-KL	R	9/06/2022	49.49		238147		
I-401261	MISC MULTIMEDIA - KL	R	9/06/2022	413.94		238147		528.87
	*** VENDOR TOTALS ***					1 CHECKS		528.87
011234	FIRE SERVICE TRAINING BUREAU							
I-230206	FIRE SVC INSTRCTR/PRINCPLS-FD	R	9/06/2022	391.75		238148		391.75
	*** VENDOR TOTALS ***					1 CHECKS		391.75
007648	DAIOHS USA INC							
I-623861	COFFEE SERVICES - PW	E	9/08/2022	49.50		005615		
I-626999	COFFEE SERVICES - CH	E	9/08/2022	91.00		005615		140.50
	*** VENDOR TOTALS ***					1 CHECKS		140.50
002078	FOTH & VAN DYKE LLC							
I-79192 #26	PAY 26-W1ST WDNG/IMP PH1	E	9/08/2022	39,430.14		005578		
I-79254 #4	PAY 4-N 4MILE CRK TRNK SWR	E	9/08/2022	19,132.80		005578		58,562.94
	*** VENDOR TOTALS ***					1 CHECKS		58,562.94
011377	STRAND ASSOCIATES, INC.							
I-186505 #16	PAY 16-ANKENY ASR	R	9/06/2022	35,640.96		238149		35,640.96
	*** VENDOR TOTALS ***					1 CHECKS		35,640.96
003901	JUSTIN ROBERT FRISK							
I-8/11/2022	CDL B LICENSE REIMBURSEMENT	E	9/08/2022	32.00		005649		32.00
	*** VENDOR TOTALS ***					1 CHECKS		32.00

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000211	GALE							
I-78246621	AUGUST CHRISTIAN ROMANCE 5	E	9/08/2022	124.45		005559		
I-78246650	AUGUST BIOGRAPHY 2 PLAN	E	9/08/2022	51.73		005559		
I-78252804	AUGUST 5 STAR WESTERN 2 PLAN	E	9/08/2022	38.92		005559		
I-78274838	AUGUST BASIC 8 PLAN	E	9/08/2022	185.18		005559		
I-78275009	AUGUST CORE 8 PLAN	E	9/08/2022	295.39		005559		
I-78281546	AUGUST WHEELER HRDCVR 5 PLN	E	9/08/2022	108.71		005559		
I-78294052	LARGE PRING DIST 5 PLAN -KL	E	9/08/2022	23.25		005559		
I-78322420	AUGUST AFRICAN AMERICAN 2 PLN	E	9/08/2022	50.23		005559		
I-78322501	AUGUST THRILLER ADVNTR/SPNSE	E	9/08/2022	79.47		005559		
I-78322538	AUGUST AMISH FICTION 3 PLAN	E	9/08/2022	72.72		005559		
I-78322610	AUGUST CLEAN READS 3 PLAN	E	9/08/2022	72.72		005559		
I-78322936	AUGUST SFTCVR ROMANCE FICTN3	E	9/08/2022	61.47		005559		
I-78322976	AUGUST HISTORY FACT/FICTION2	E	9/08/2022	52.48		005559		
I-78369159	LARGE PRINT DIST 5 PLAN	E	9/08/2022	21.75		005559		1,238.47
	*** VENDOR TOTALS ***					1 CHECKS		1,238.47
003712	GALLS, LLC							
I-021786555	POLO SHIRTS - FD	R	9/06/2022	539.88		238150		
I-021809136	SHORTS - FD	R	9/06/2022	480.00		238150		
I-021819684	UNIFORM HAT - PD	R	9/06/2022	720.00		238150		
I-021842129	LONG SLEEVE POLO - FD	R	9/06/2022	35.00		238150		1,774.88
	*** VENDOR TOTALS ***					1 CHECKS		1,774.88
010891	THE NEW GOLF CARS OF IOWA							
I-2022-31733	STARTER GENERATOR-OCM	R	9/06/2022	37.32		238151		37.32
	*** VENDOR TOTALS ***					1 CHECKS		37.32
010719	GOVERLAN, LLC							
I-4E9FEF0-0004	MAINTENANCE SUPPORT EXT - IT	E	9/08/2022	515.00		005637		515.00
	*** VENDOR TOTALS ***					1 CHECKS		515.00
009054	GPS INDUSTRIES LLC							
I-LEASE0026096	9/1/22-9/30/22 VISAGE GPS RNTL	R	9/06/2022	2,376.00		238152		
I-REP0010322	GPS UNIT REPAIRS -OC	R	9/06/2022	945.00		238152		3,321.00
	*** VENDOR TOTALS ***					1 CHECKS		3,321.00
000227	GRAINGER							
I-9400728292	DISHWASHER VALVE -OC	E	9/08/2022	150.06		005560		
I-9402323225	URINAL BLOCK - OCM	E	9/08/2022	12.80		005560		
I-9408619501	LIFE JACKET FOR AMBULANCE - FD	E	9/08/2022	210.99		005560		
I-9415128561	HAND SOAP - AC	E	9/08/2022	202.90		005560		
I-9415828061	NEW AMULANCE SUPPLIES-FD	E	9/08/2022	38.88		005560		615.63
	*** VENDOR TOTALS ***					1 CHECKS		615.63

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008737	TRAVIS GRANDGEORGE							
I-08/01/2022	8/1/22 MEAL	R	9/06/2022	6.97		238153		6.97
	*** VENDOR TOTALS ***					1 CHECKS		6.97
006348	GRAZIANO BROTHERS INC							
I-219731	FOOD FOR RESALE - OC	E	9/08/2022	195.80		005610		
I-219889	FOOD FOR RESALE - OC	E	9/08/2022	203.40		005610		399.20
	*** VENDOR TOTALS ***					1 CHECKS		399.20
004543	GREATER DES MOINES CONVENTION							
I-FY23 #1	FY23 #1 HOTEL/MOTEL CONTRIBUTN	E	9/08/2022	167,372.98		005595		167,372.98
	*** VENDOR TOTALS ***					1 CHECKS		167,372.98
010263	GREENLAND HOMES INC							
I-RES#2021-283	SDWLK OVRSGZ GROVE LANDING P1	R	9/06/2022	4,914.00		238154		4,914.00
	*** VENDOR TOTALS ***					1 CHECKS		4,914.00
005993	HANDLEY LAW FIRM							
I-8/19/2022	JULY 2022 SERVICES - PD	E	9/08/2022	10,860.00		005609		10,860.00
	*** VENDOR TOTALS ***					1 CHECKS		10,860.00
009448	PAULA KAY CASKEY							
I-9	PATCH/NAME PLATES - FD	E	9/08/2022	240.00		005630		240.00
	*** VENDOR TOTALS ***					1 CHECKS		240.00
011574	ANGELA HANDY							
I-08/29/22	STORMWATER BMP REIMBURSEMENT	R	9/06/2022	315.00		238155		315.00
	*** VENDOR TOTALS ***					1 CHECKS		315.00
007687	HAPPE HOMES LLP							
I-RES#2018-163	SDWLK OVRSGZ TRESTLE RDG EST P2	R	9/06/2022	567.00		238156		567.00
	*** VENDOR TOTALS ***					1 CHECKS		567.00
001815	HAWKEYE TRUCK EQUIPMENT							
I-154359	UNIT #605 LED LIGHT BAR	R	9/06/2022	209.00		238157		209.00
	*** VENDOR TOTALS ***					1 CHECKS		209.00
001978	HAWKINS INC							
I-6256829	CHEMICALS - MU	R	9/06/2022	3,422.69		238158		
I-6262073 A	CHEMICALS - MU	R	9/06/2022	1,145.60		238158		
I-6262073 B	CHEMICALS - MU	R	9/06/2022	433.33		238158		5,001.62
	*** VENDOR TOTALS ***					1 CHECKS		5,001.62

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003629	HEARTLAND AREA LACROSSE ORGANI							
I-08/2022	LACROSSE SUMMER LACROSSE CAMP	E	9/08/2022	1,329.60		005592		1,329.60
	*** VENDOR TOTALS ***					1 CHECKS		1,329.60
011555	MICHELLE HENDERSON							
I-08/12/22	STORMWATER BMP REIMBURSEMENT	R	9/06/2022	75.00		238159		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
011561	JANE MICHELE HENNESSEY							
I-8/16/22	NOTARY RENEWAL REIMBRSMNT	R	9/06/2022	30.00		238160		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
008548	JUSTIN HETH							
I-8/26/2022	EXAM FEE REIMBURSEMENT	E	9/08/2022	146.58		005652		146.58
	*** VENDOR TOTALS ***					1 CHECKS		146.58
004853	HOLT TIRE SERVICE INC							
I-193774	TURFSAVER - OCM	E	9/08/2022	92.99		005599		
I-194353	UNIT #664 KEN HOLE	E	9/08/2022	129.99		005599		
I-194373	GOLF FWY PRO - OCM	E	9/08/2022	182.97		005599		405.95
	*** VENDOR TOTALS ***					1 CHECKS		405.95
003098	HOTSY CLEANING SYSTEMS IN							
I-0208918-IN	NOZZLE/RIPPER -PRSC	E	9/08/2022	179.30		005588		179.30
	*** VENDOR TOTALS ***					1 CHECKS		179.30
004196	HYDRAQUIP LTD							
I-67447	UNIT #867 HOSE ASSEMBLY-OCM	R	9/06/2022	142.24		238161		142.24
	*** VENDOR TOTALS ***					1 CHECKS		142.24
005531	HR GREEN INC							
I-154969 #1	PAY 1-SW STATE FIBER RELOCATE	E	9/08/2022	2,565.00		005605		2,565.00
	*** VENDOR TOTALS ***					1 CHECKS		2,565.00
000959	PAUL HUBBARD							
I-FY23SUMMER PARKOUR FY23 PARKOUR JUNE-JULY		E	9/08/2022	1,622.40		005646		1,622.40
	*** VENDOR TOTALS ***					1 CHECKS		1,622.40
000283	HY-VEE INC							
I-8/29-12/16/22 BR	RHOADES MEALS 8/29-12/16/22	R	9/06/2022	2,122.72		238162		
I-8/29-12/16/22 CK	KRUEGER MEALS 8/29-12/16/22	R	9/06/2022	2,122.72		238162		4,245.44
	*** VENDOR TOTALS ***					1 CHECKS		4,245.44

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008001	HYDROTECH SYSTEMS LTD							
I-YSW283	WAVEMAKER PARTS - CFAC	R	9/06/2022	446.91		238163		446.91
	*** VENDOR TOTALS ***					1 CHECKS		446.91
001041	IAPELRA							
I-2022 CONFERENCE-DG	2022 IAPERLA CONFERENCE-GEAN	R	9/06/2022	75.00		238164		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
008906	IMAGE TREND INC							
I-137043	JULY 2022 BILLING BRIDGE	E	9/08/2022	1,178.30		005624		1,178.30
	*** VENDOR TOTALS ***					1 CHECKS		1,178.30
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901006475	BATTERIES - FD	R	9/06/2022	53.40		238165		
I-1925901006500	BATTERY - FD	R	9/06/2022	18.00		238165		
I-1925901006521	9 VOLT WORKAHOLIC-FD	R	9/06/2022	36.00		238165		
I-1925901006532	BATTERY/CORE - PRSC	R	9/06/2022	142.80		238165		250.20
	*** VENDOR TOTALS ***					1 CHECKS		250.20
000266	INTERSTATE BATTERY SYSTEM							
I-40210175	BATTERIES - CG	E	9/08/2022	12.00		005561		
I-705034	UNIT #202 BATTERY	E	9/08/2022	109.95		005561		121.95
	*** VENDOR TOTALS ***					1 CHECKS		121.95
000372	IOWA ASSOCIATION OF WATER							
I-2022CONFERENCE-DC	2022 IAWA CONFERENCE-CLARK	R	9/06/2022	150.00		238166		
I-2022CONFERENCE-SB	2022 IAWA CONFERENCE-BUCKNER	R	9/06/2022	150.00		238166		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4461963	ALCOHOL FOR RESALE - OC	R	9/06/2022	552.90		238167		
I-W-4468688	ALCOHOL FOR RESALE- OC	R	9/06/2022	932.35		238167		
I-W-4475327	ALCOHOL FOR RESALE-OC	R	9/06/2022	1,300.30		238167		2,785.55
	*** VENDOR TOTALS ***					1 CHECKS		2,785.55
001478	IOWA BOARD OF PHARMACY							
I-8/18/2022	IA CONTROLLED SUBSTANCE REG-FD	R	9/06/2022	90.00		238168		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
005403	IOWA COMMUNITIES ASSURANCE POO							
I-114310	ADD TRAFFIC SIGNAL	E	9/08/2022	162.00		005603		
I-114811	ADD HTT BRIDGE	E	9/08/2022	2,528.00		005603		
I-114969	ADD BACKHOE	E	9/08/2022	362.00		005603		3,052.00
	*** VENDOR TOTALS ***					1 CHECKS		3,052.00

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000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0010113	RAIN COAT - PW	R	9/06/2022	25.84		238169		25.84
	*** VENDOR TOTALS ***					1 CHECKS		25.84
007091	IOWA LAW ENFORCEMENT ACADEMY							
I-321486	FIELD TRAINING-ND, CC, ES	R	9/06/2022	1,140.00		238170		1,140.00
	*** VENDOR TOTALS ***					1 CHECKS		1,140.00
004476	IOWA MEDICAID ENTERPRISE							
I-07 2022	JULY-SEPT 2022 STATE SHARE	R	9/06/2022	45,254.27		238171		45,254.27
	*** VENDOR TOTALS ***					1 CHECKS		45,254.27
003226	IOWA ONE CALL							
I-243845	7/31/22 FTP - MU	E	9/08/2022	2,109.60		005590		2,109.60
	*** VENDOR TOTALS ***					1 CHECKS		2,109.60
000272	IOWA PRISON INDUSTRIES							
I-033183	MEMORIAL SIGNS-P&R	R	9/06/2022	28.60		238172		
I-033194	MEMORIAL SIGNS-P&R	R	9/06/2022	28.60		238172		
I-033227	SIGNS - TRAFFIC	R	9/06/2022	1,321.60		238172		
I-033377	BIKE TRAIL SIGNS- PKS	R	9/06/2022	341.88		238172		1,720.68
	*** VENDOR TOTALS ***					1 CHECKS		1,720.68
001086	IOWA STATE UNIVERSITY							
I-2022 INSTITUTE-MY	2022IA MUNICIPAL PROFSNL-YUSKA	R	9/06/2022	224.00		238173		224.00
	*** VENDOR TOTALS ***					1 CHECKS		224.00
010037	I & S GROUP, INC							
I-84384 #2	PAY 2-HIGH TRESTLE TRAIL PH1	R	9/06/2022	10,686.04		238174		10,686.04
	*** VENDOR TOTALS ***					1 CHECKS		10,686.04
005208	JAKES PUBS INC							
I-08/2022 REFUND	8/2022 REFUND ADULT SOFTBALL	R	9/06/2022	420.00		238175		420.00
	*** VENDOR TOTALS ***					1 CHECKS		420.00
003445	JAS CONSTRUCTION LLC							
I-PAY 1-DSM ST PK P1	PAY 1-SW DSM ST PARKS PH1	R	9/06/2022	228,643.29		238176		228,643.29
	*** VENDOR TOTALS ***					1 CHECKS		228,643.29
007827	JEO CONSULTING GROUP INC							
I-134905 #15	PAY 15-SE 3RD ST IMP - PH1	E	9/08/2022	23,732.50		005616		
I-134911 #2	PAY 2-SE 3RD ST IMP - PH2	E	9/08/2022	17,092.50		005616		
I-134912 #13	PAY 13-SE DELAWARE AVE WDNG	E	9/08/2022	1,813.75		005616		42,638.75
	*** VENDOR TOTALS ***					1 CHECKS		42,638.75

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010070	JERRY'S HOMES INC.							
I-RES#2021-409	SDWLK OVSZG CENTENNIAL RDG P2	R	9/06/2022	2,478.00		238177		2,478.00
	*** VENDOR TOTALS ***					1 CHECKS		2,478.00
006326	JOHNSON BROTHERS OF IOWA							
I-1727325	ALCOHOL FOR RESALE - OC	R	9/06/2022	63.60		238178		
I-1727326	ALCOHOL FOR RESALE - OC	R	9/06/2022	101.40		238178		
I-1730634	ALCOHOL FOR RESALE - OC	R	9/06/2022	253.50		238178		
I-1730635	BEVERAGES FOR RESALE-OC	R	9/06/2022	37.10		238178		
I-1733813	ALCOHOL FOR RESALE-OC	R	9/06/2022	415.80		238178		
I-1733814	BEVERAGES FOR RESALE-OC	R	9/06/2022	74.20		238178		945.60
	*** VENDOR TOTALS ***					1 CHECKS		945.60
000292	KARL CHEVROLET INC							
I-8/19/2022 A	2022 CHEVROLET MALIBU - PD	R	9/06/2022	16,796.48		238179		
I-8/19/2022 B	2022 CHEVY MALIBU - PD	R	9/06/2022	17,545.48		238179		
I-CTCB876920	UNIT #312 REPAIRS	R	9/06/2022	3,769.60		238179		38,111.56
	*** VENDOR TOTALS ***					1 CHECKS		38,111.56
000065	RENEWABLE ENERGY GROUP INC							
I-90657	7/11/22 DIESEL DYED/87E10	E	9/08/2022	1,343.01		005556		
I-91264	8/8/22 DIESEL/UNLEADED	E	9/08/2022	2,458.23		005556		3,801.24
	*** VENDOR TOTALS ***					1 CHECKS		3,801.24
004783	KELTEK INCORPORATED							
I-5777	UNIT 72 INSTALLATION	E	9/08/2022	15,902.98		005598		15,902.98
	*** VENDOR TOTALS ***					1 CHECKS		15,902.98
011489	KWP, LLC							
I-18388	LATH/WOOD STAKES - ENG	E	9/08/2022	696.00		005645		
I-18449	WOOD - ENGINEERING	E	9/08/2022	597.00		005645		1,293.00
	*** VENDOR TOTALS ***					1 CHECKS		1,293.00
009201	KIESLER POLICE SUPPLY INC							
I-IN197544	FEDERAL 308HP AMMO	E	9/08/2022	1,136.31		005625		1,136.31
	*** VENDOR TOTALS ***					1 CHECKS		1,136.31
010741	KIMBERLEY DEVELOPMENT							
I-RES#2014-416(2)	SDWLK OVSZG CENTENNIAL PT P5	R	9/06/2022	556.50		238180		556.50
	*** VENDOR TOTALS ***					1 CHECKS		556.50
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-61888 #23	PAY23-NE4M DR RCB CLVRT DR CRK	E	9/08/2022	19,993.52		005574		
I-63853 #7	PAY 7-WESTWINDS STRM SWR EXT	E	9/08/2022	1,934.52		005574		21,928.04
	*** VENDOR TOTALS ***					1 CHECKS		21,928.04

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005733	KLINE ELECTRIC							
I-21-7162-ELE	ELECTRICAL PERMIT	R	9/06/2022	80.00		238181		
I-21-7328-ELE	ELECTRICAL PERMIT	R	9/06/2022	80.00		238181		
I-21-7517-ELE	ELECTRICAL PERMIT	R	9/06/2022	80.00		238181		
I-21-7518-ELE	ELECTRICAL PERMIT	R	9/06/2022	80.00		238181		
I-21-8251-ELE	ELECTRICAL PERMIT	R	9/06/2022	80.00		238181		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
005189	KULLY SUPPLY INC							
I-587659	FAUCET - OC	E	9/08/2022	461.90		005602		461.90
	*** VENDOR TOTALS ***					1 CHECKS		461.90
010148	LA CROSSE SEED, LLC							
I-SI-2202511	SUN & SHADE MIX - MU	E	9/08/2022	460.00		005635		460.00
	*** VENDOR TOTALS ***					1 CHECKS		460.00
002368	LAWSON PRODUCTS INC							
I-9309751516	HOSE/TERMINAL - CG	E	9/08/2022	210.87		005582		
I-9309838200	BRASS FITTINGS/SHRINK TUBE-CG	E	9/08/2022	44.94		005582		255.81
	*** VENDOR TOTALS ***					1 CHECKS		255.81
011552	JOSEPH C LEONE							
I-08/10/2022BLUES	8/10/22 HISTORY OF BLUES IN AM	R	9/06/2022	700.00		238182		700.00
	*** VENDOR TOTALS ***					1 CHECKS		700.00
000039	TAMARA LEWTON							
I-08/2022-09/2022	8/22-9/22 TENNIS CLINICS	R	9/06/2022	268.00		238183		268.00
	*** VENDOR TOTALS ***					1 CHECKS		268.00
011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20220731	AVCC SBSCRIPT 7/1/22-7/31/22-PD	R	9/06/2022	500.00		238184		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
009618	LIBRARY IDEAS, LLC							
I-92281	MISC BOOKS - KL	R	9/06/2022	809.10		238185		
I-92282	MISC BOOKS - KL	R	9/06/2022	266.70		238185		1,075.80
	*** VENDOR TOTALS ***					1 CHECKS		1,075.80
000285	LUBE-TECH & PARTNERS LLC							
I-2991828	POOL WINTERIZE - AC	E	9/08/2022	551.90		005563		
I-2993208	MOBX GEAR - MU	E	9/08/2022	173.38		005563		
I-2994498	POOL WINTERIZE SUPPLIES-AC	E	9/08/2022	532.00		005563		1,257.28
	*** VENDOR TOTALS ***					1 CHECKS		1,257.28

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000470	LUMEN							
I-304758140	7/12/22-8/11/22 STATEMENT	E	9/08/2022	690.21		005567		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
002207	MANATTS INC							
I-5069241	7/22/22 C-4WR-C20	E	9/08/2022	1,285.00		005580		
I-5069281	7/22/22 D57-C20	E	9/08/2022	852.50		005580		
I-5069294	7/22/22 C4WR C20 CL3	E	9/08/2022	645.00		005580		
I-5069476	7/23/22 M-4 NO ASH	E	9/08/2022	1,385.00		005580		
I-5069563	7/25/22 C-4WR-C20	E	9/08/2022	615.00		005580		
I-5069956	7/26/22 D57-C20	E	9/08/2022	610.00		005580		
I-5071802	8/8/22 C4WR C20 CL3	E	9/08/2022	1,262.00		005580		
I-5072401	CONCRETE-STORAGE PAD	E	9/08/2022	4,407.00		005580		11,061.50
	*** VENDOR TOTALS ***					1 CHECKS		11,061.50
010367	STANLEY MARKEY							
I-8/17/2022	BOOT REIMBURSEMENT	E	9/08/2022	74.83		005664		74.83
	*** VENDOR TOTALS ***					1 CHECKS		74.83
008131	MARTIN BROTHERS DISTRIBUTING C							
I-9603885	FOOD FOR RESALE - CFAC	E	9/08/2022	2,812.84		005619		2,812.84
	*** VENDOR TOTALS ***					1 CHECKS		2,812.84
009346	MARY'S CLEANING CARE INC							
I-31142	8/6/22-8/21/22 CLEANING-LKSDE	R	9/06/2022	250.00		238186		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
008663	TREVOR MCGRAW							
I-08/23/2022 MEAL	8/23/22 MEAL REIMBURSMNT	E	9/08/2022	29.36		005654		29.36
	*** VENDOR TOTALS ***					1 CHECKS		29.36
000280	MDE INC							
I-9157	ADORE 11/1/22-10/31/23	R	9/06/2022	825.00		238187		825.00
	*** VENDOR TOTALS ***					1 CHECKS		825.00
004747	MENARDS							
I-70751	WATER SUPPLIES - MU	R	9/06/2022	238.19		238188		
I-71631	WATER SUPPLIES - MU	R	9/06/2022	342.25		238188		
I-72009	TAPE/SPADE/CBL TIE/RATCH-TRFC	R	9/06/2022	65.36		238188		
I-72060	PHOTOCELL SWIVEL -PRAC	R	9/06/2022	21.94		238188		
I-72062	SHELTER REPAIRS - OEC	R	9/06/2022	210.00		238188		
I-72112	CORD/COAX CABLE - PW	R	9/06/2022	22.87		238188		
I-72113	DRILLER TOGGLE - PW	R	9/06/2022	9.97		238188		
I-72138	SHOVEL/INVRT/ GLASS/BITS-MU	R	9/06/2022	99.92		238188		
I-72208	PEN LIGHT/SHOVEL - CG	R	9/06/2022	60.98		238188		
I-72241	BOLT/FLANGE/HNDL/LOCK- MPRR	R	9/06/2022	63.15		238188		
I-72253	PVC/CORD - MU	R	9/06/2022	130.36		238188		
I-72376	SHARPIE/DRILL SCREW - KL	R	9/06/2022	17.48		238188		

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I-72392	WATER SUPPLIES - MU	R	9/06/2022	499.41		238188		
I-72445	NAILS/SUPREME/RTG SHTG-HWKY	R	9/06/2022	185.58		238188		
I-72473 08/09/22	CONNECTORS FOR LTS - FD	R	9/06/2022	19.95		238188		
I-72567	11INCH WHEEL - OCM	R	9/06/2022	45.96		238188		
I-72760	SPACKLE - P&R	R	9/06/2022	28.29		238188		
I-72832 08/16/22	HSCMP/RATCHET- PRSC	R	9/06/2022	97.27		238188		
I-72987	WASP SPRAY - FD	R	9/06/2022	4.48		238188		2,163.41
	*** VENDOR TOTALS ***					1 CHECKS		2,163.41
008914	BRIAN MENKE							
I-08/04/2022 MEAL	8/4/22 MEAL	E	9/08/2022	18.30		005656		18.30
	*** VENDOR TOTALS ***					1 CHECKS		18.30
007664	MERCY NORTH PHARMACY							
I-08/04/2022	EMS SUPPLIES - FD	R	9/06/2022	1,204.70		238189		
I-8/18/2022	EMS SUPPLIES - FD	R	9/06/2022	558.59		238189		1,763.29
	*** VENDOR TOTALS ***					1 CHECKS		1,763.29
009296	MERRITT COMPANY INC							
I-62476	GARBAGE LINERS - PW	R	9/06/2022	63.77		238190		63.77
	*** VENDOR TOTALS ***					1 CHECKS		63.77
000271	MIDAMERICAN ENERGY COMPANY							
I-FY23#3 1695158009	08/12/22 STATEMENT	E	9/08/2022	180,482.02		005562		180,482.02
	*** VENDOR TOTALS ***					1 CHECKS		180,482.02
008058	CTB MIDWEST INC							
I-1807289 RI	MISC PARTS - OCM	E	9/08/2022	21.16		005618		21.16
	*** VENDOR TOTALS ***					1 CHECKS		21.16
1	ALBERS, ANDREW							
I-000202208299100	US REFUND	R	9/06/2022	35.90		238009		35.90
1	ANGSTEAD, ALLISON							
I-000202208299102	US REFUND	R	9/06/2022	21.51		238010		21.51
1	ANTISDEL, CHANCE							
I-000202208299130	US REFUND	R	9/06/2022	86.01		238011		86.01
1	BATES, ASHLEY							
I-000202208299126	US REFUND	R	9/06/2022	89.83		238012		89.83
1	BECK, ZADDIE							
I-000202208299131	US REFUND	R	9/06/2022	96.18		238013		96.18

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	CHAMBERLAIN, JOHN							
I-000202208299109	US REFUND	R	9/06/2022	98.47		238014		98.47
1	CHRISTENSEN, AMY							
I-000202208299082	US REFUND	R	9/06/2022	50.22		238015		50.22
1	COBURN, SHEILA							
I-000202208299113	US REFUND	R	9/06/2022	101.89		238016		101.89
1	CRADY, RYAN & JULIA							
I-000202208299077	US REFUND	R	9/06/2022	9.32		238017		9.32
1	CURTIS, BRODY							
I-000202208299122	US REFUND	R	9/06/2022	59.32		238018		59.32
1	DAUGHENBAUGH, CARLY							
I-000202208299104	US REFUND	R	9/06/2022	84.75		238019		84.75
1	DAWES, JACOB							
I-000202208299093	US REFUND	R	9/06/2022	12.15		238020		12.15
1	DEWALL, JESSICA							
I-000202208299091	US REFUND	R	9/06/2022	94.92		238021		94.92
1	DOWLING, KENNADIE							
I-000202208299143	US REFUND	R	9/06/2022	94.92		238022		94.92
1	EELING, JACOB							
I-000202208299107	US REFUND	R	9/06/2022	99.89		238023		99.89
1	ENSLOW, JEFF							
I-000202208299114	US REFUND	R	9/06/2022	100.00		238024		100.00
1	FAIRWAY MORTGAGE							
I-000202208299150	US REFUND	R	9/06/2022	99.96		238025		99.96
1	FINNEGAN, STEPHANIE							
I-000202208299138	US REFUND	R	9/06/2022	83.47		238026		83.47
1	FOGLESONG, JOY							
I-000202208299086	US REFUND	R	9/06/2022	48.21		238027		48.21
1	FOLKMANN, CARSON							
I-000202208299141	US REFUND	R	9/06/2022	96.18		238028		96.18

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	GARBER, MEGAN							
I-000202208299103	US REFUND	R	9/06/2022	49.26		238029		49.26
1	GARCIA, ELIZABETH							
I-000202208299099	US REFUND	R	9/06/2022	98.72		238030		98.72
1	GARDNER, TYLER							
I-000202208299128	US REFUND	R	9/06/2022	97.46		238031		97.46
1	GOCHE, SYDNEY							
I-000202208299110	US REFUND	R	9/06/2022	90.35		238032		90.35
1	GODWIN, ELIZABETH							
I-000202208299075	US REFUND	R	9/06/2022	8.70		238033		8.70
1	GREISINGER, DENISE							
I-000202208299140	US REFUND	R	9/06/2022	50.98		238034		50.98
1	HABIMANA, YANNICK							
I-000202208299106	US REFUND	R	9/06/2022	95.93		238035		95.93
1	HANSEN, JESSIKA & JO							
I-000202208299146	US REFUND	R	9/06/2022	43.36		238036		43.36
1	HAUGO, JON							
I-000202208299108	US REFUND	R	9/06/2022	29.66		238037		29.66
1	HAYES, ELIZABETH							
I-000202208299116	US REFUND	R	9/06/2022	99.80		238038		99.80
1	HOLT, RAQUEL							
I-000202208299154	US REFUND	R	9/06/2022	94.92		238039		94.92
1	HOSCH, CASSIDY							
I-000202208299087	US REFUND	R	9/06/2022	49.72		238040		49.72
1	IMMING, JAY							
I-000202208299132	US REFUND	R	9/06/2022	61.66		238041		61.66
1	INSERRA, EVAN							
I-000202208299125	US REFUND	R	9/06/2022	88.56		238042		88.56
1	JENSEN, JENNIFER							
I-000202208299127	US REFUND	R	9/06/2022	129.49		238043		129.49

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			DATE			NO	STATUS	AMOUNT
1	JOHNSON, JOLISA							
I-000202208299084	US REFUND	R	9/06/2022	23.02		238044		23.02
1	JONES, KYLIE							
I-000202208299076	US REFUND	R	9/06/2022	79.89		238045		79.89
1	JOSLYN, MELISSA							
I-000202208299144	US REFUND	R	9/06/2022	34.46		238046		34.46
1	KIES, CHELSEA							
I-000202208299095	US REFUND	R	9/06/2022	53.53		238047		53.53
1	KOLLIPOPOULOS, AMALIA							
I-000202208299111	US REFUND	R	9/06/2022	61.90		238048		61.90
1	LAMOUREUX, NICHOLAS							
I-000202208299088	US REFUND	R	9/06/2022	44.63		238049		44.63
1	LUFT, PATRICK							
I-000202208299133	US REFUND	R	9/06/2022	56.03		238050		56.03
1	MADDEN, TAYLOR							
I-000202208299123	US REFUND	R	9/06/2022	94.92		238051		94.92
1	MARLOW, OLIVIA							
I-000202208299112	US REFUND	R	9/06/2022	95.11		238052		95.11
1	MCCLUE, HANNAH							
I-000202208299142	US REFUND	R	9/06/2022	52.76		238053		52.76
1	MCDOLE, MACY							
I-000202208299094	US REFUND	R	9/06/2022	97.46		238054		97.46
1	MERKLIN, AINSLEE							
I-000202208299155	US REFUND	R	9/06/2022	96.97		238055		96.97
1	MERTEN, ALEX							
I-000202208299080	US REFUND	R	9/06/2022	95.30		238056		95.30
1	METHER, BROOKLYN							
I-000202208299139	US REFUND	R	9/06/2022	97.46		238057		97.46
1	MINCKS, CHRISTOPHER							
I-000202208299145	US REFUND	R	9/06/2022	100.00		238058		100.00

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	MORENO, AMY							
I-000202208299118	US REFUND	R	9/06/2022	87.29		238059		87.29
1	MORGAN, MOLLIE							
I-000202208299098	US REFUND	R	9/06/2022	61.66		238060		61.66
1	MOSHER, MACAULEY							
I-000202208299078	US REFUND	R	9/06/2022	44.63		238061		44.63
1	OSBORNE, NICK							
I-000202208299121	US REFUND	R	9/06/2022	100.00		238062		100.00
1	PALM, KAYLA							
I-000202208299152	US REFUND	R	9/06/2022	94.49		238063		94.49
1	PARRA, MILENA							
I-000202208299081	US REFUND	R	9/06/2022	51.12		238064		51.12
1	PENENGER, LAUREN							
I-000202208299129	US REFUND	R	9/06/2022	94.72		238065		94.72
1	PHILLIPS, CONOR							
I-000202208299115	US REFUND	R	9/06/2022	55.50		238066		55.50
1	PIERETTI, BROOK							
I-000202208299105	US REFUND	R	9/06/2022	80.93		238067		80.93
1	PINEGAR, HUNTER							
I-000202208299101	US REFUND	R	9/06/2022	93.84		238068		93.84
1	POLICH, DAN							
I-000202208299135	US REFUND	R	9/06/2022	75.71		238069		75.71
1	PRITCHARD, KEENAN							
I-000202208299119	US REFUND	R	9/06/2022	61.66		238070		61.66
1	RAITT, JACKSON							
I-000202208299124	US REFUND	R	9/06/2022	7.88		238071		7.88
1	REYNOLDS, RENE							
I-000202208299097	US REFUND	R	9/06/2022	61.16		238072		61.16
1	ROLLEFSON, BRIAN							
I-000202208299136	US REFUND	R	9/06/2022	47.17		238073		47.17

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	SANDIN, BRODY							
I-000202208299083	US REFUND	R	9/06/2022	42.09		238074		42.09
1	SCHNEIDER, AMANDA							
I-000202208299085	US REFUND	R	9/06/2022	12.85		238075		12.85
1	SHEPHERD, DAWN							
I-000202208299117	US REFUND	R	9/06/2022	10.30		238076		10.30
1	SKARTVEDT, LAUREN							
I-000202208299137	US REFUND	R	9/06/2022	98.72		238077		98.72
1	SMELTZER, JOE & MERE							
I-000202208299149	US REFUND	R	9/06/2022	89.83		238078		89.83
1	SMITH, GRANT							
I-000202208299134	US REFUND	R	9/06/2022	97.46		238079		97.46
1	SMITH, MICHELLE							
I-000202208299090	US REFUND	R	9/06/2022	65.39		238080		65.39
1	STRACHAN, ANDREW							
I-000202208299147	US REFUND	R	9/06/2022	14.12		238081		14.12
1	SWALLA, ABIGAIL							
I-000202208299153	US REFUND	R	9/06/2022	98.32		238082		98.32
1	VAN RADEN, ANDREW							
I-000202208299096	US REFUND	R	9/06/2022	49.21		238083		49.21
1	WEB CARE HEALTH INC							
I-000202208299089	US REFUND	R	9/06/2022	100.00		238084		100.00
1	WEBER, GEENA							
I-000202208299120	US REFUND	R	9/06/2022	99.90		238085		99.90
1	WELT, DEREK							
I-000202208299079	US REFUND	R	9/06/2022	55.69		238086		55.69
1	WIELE, GARY							
I-000202208299148	US REFUND	R	9/06/2022	29.94		238087		29.94
1	WILHELM, SPENCER							
I-000202208299151	US REFUND	R	9/06/2022	97.46		238088		97.46

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1	WOOD, GRIFFIN							
I-000202208299092	US REFUND	R	9/06/2022	57.34		238089		57.34
	*** VENDOR TOTALS ***					81 CHECKS		5,671.49
007976	MISSION COMMUNICATIONS LLC							
I-1067434	MANHOLE MONITOR SERVICE-MU	R	9/06/2022	933.60		238191		933.60
	*** VENDOR TOTALS ***					1 CHECKS		933.60
003736	PAUL H MORITZ							
I-8/25-8/26/22	8/25/22-8/26/22 TRAVEL RMBRSMT	R	9/06/2022	288.13		238192		288.13
	*** VENDOR TOTALS ***					1 CHECKS		288.13
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085053.0-7 #17	PAY 17-NW36TH ST/WEIGL WTR MN	E	9/08/2022	16,931.00		005612		16,931.00
	*** VENDOR TOTALS ***					1 CHECKS		16,931.00
006756	MTI DISTRIBUTING INC							
I-1352463-00	UNIT #652 PARTS - PRSC	R	9/06/2022	80.45		238193		
I-1356129-00	UNIT #652 GEARBOX/NUT/WSHR	R	9/06/2022	197.44		238193		
I-1357114-00	SEAL KIT UNIT #861	R	9/06/2022	143.38		238193		
I-1357819-00	SOLENOID/PLNGR/RING - PRSC	R	9/06/2022	44.59		238193		
I-1357819-02	SOLENOID/SURGE - PRSC	R	9/06/2022	217.75		238193		
I-1357829-00	UNIT #652 GEARBOX/NUT/WSHR	R	9/06/2022	199.31		238193		
I-1358156-00	UNIT #652 DRIVESHAFT -PRSC	R	9/06/2022	717.35		238193		
I-1358456-00	PULLEY - OCM	R	9/06/2022	47.76		238193		1,648.03
	*** VENDOR TOTALS ***					1 CHECKS		1,648.03
009024	BROCK MUHLBAUER							
I-08/09/22-08/10/22	8/9-8/10/22 MEALS/MILEAGE	E	9/08/2022	265.63		005657		265.63
	*** VENDOR TOTALS ***					1 CHECKS		265.63
000350	MUNICIPAL SUPPLY INC							
C-0842584-CM	CR: WATER SYSTEM MAINT SUPPLY	R	9/06/2022	161.20CR		238194		
C-0843501-CM	CR: WATER SYSTEM MAINT SUPPLY	R	9/06/2022	215.38CR		238194		
I-0840572-IN	METERS - MU	R	9/06/2022	21,760.00		238194		
I-0841193-IN	METERS - MU	R	9/06/2022	7,918.95		238194		
I-0842582-IN	WATER SYSTEM MAINT SUPPLY	R	9/06/2022	526.05		238194		
I-0842583-IN A	METERS - MU	R	9/06/2022	4,792.68		238194		
I-0842583-IN B	METERS - MU	R	9/06/2022	1,831.32		238194		
I-0843530-IN	WATER SYSTEM MAINT SUPPLY	R	9/06/2022	1,704.36		238194		
I-0843531-IN	WATER SYSTEM MAINT SUPPLY	R	9/06/2022	140.00		238194		
I-0844687-IN	METERS - MU	R	9/06/2022	6,297.00		238194		44,593.78
	*** VENDOR TOTALS ***					1 CHECKS		44,593.78

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008641	MICHAEL MUNRO							
I-08/24/2022	BOOTS 08/2022 BOOT REIMBURSEMENT	E	9/08/2022	140.00		005653		140.00
			*** VENDOR TOTALS ***			1 CHECKS		140.00
003057	NAPA AUTO PARTS							
C-2986-692073	CR: UNIT #115 #610 PARTS	R	9/06/2022	712.64CR		238195		
C-2986-692379	CR: MICRO BELT - SQUAD CARS	R	9/06/2022	18.74CR		238195		
C-2986-692381	CR: UNIT #231 OIL SEAL	R	9/06/2022	27.86CR		238195		
I-2986-691036	DRY OIL - FD	R	9/06/2022	239.80		238195		
I-2986-691414	SERPENTINE BELT - SQUAD CARS	R	9/06/2022	17.92		238195		
I-2986-691473	RELAY - TRAFFIC	R	9/06/2022	92.32		238195		
I-2986-691477	OIL FLTR/AIR FLTR - CG	R	9/06/2022	69.17		238195		
I-2986-691488	FLASHER THERMAL - TRFC	R	9/06/2022	16.76		238195		
I-2986-691505	SENSOR VALVE - PD	R	9/06/2022	7.92		238195		
I-2986-691515	BUTYL TAPE - MU	R	9/06/2022	77.97		238195		
I-2986-691633	OIL FLTR/AIR FLTR - CG	R	9/06/2022	66.14		238195		
I-2986-691661	SERPENTINE BELT - SQUAD CARS	R	9/06/2022	53.76		238195		
I-2986-691675	DISPOSABLE GLOVES - CG	R	9/06/2022	22.99		238195		
I-2986-691740	GREASE - CG	R	9/06/2022	17.98		238195		
I-2986-691784	UNIT #265 BRAKE CABLE	R	9/06/2022	54.99		238195		
I-2986-691900	UNIT #810 POWERATED BELT OCM	R	9/06/2022	32.98		238195		
I-2986-691926	UNIT #610 ALTERNATOR/CORE DEP	R	9/06/2022	468.34		238195		
I-2986-691946	UNIT #610 COMPRESSOR	R	9/06/2022	423.99		238195		
I-2986-691974	LIGHTING /GROMMETS - FD	R	9/06/2022	137.82		238195		
I-2986-691982	INCNDSCNT SLD BMS-PLOW TRUCKS	R	9/06/2022	131.94		238195		
I-2986-691999	OIL FILTER - CG	R	9/06/2022	55.32		238195		
I-2986-692002	UNIT #115 KIT/BRK PAD/ROTOR	R	9/06/2022	585.97		238195		
I-2986-692016	UNIT #115 CALIPER/CORE DEP	R	9/06/2022	183.66		238195		
I-2986-692067	SERPENTINE BELT - SQUAD CARS	R	9/06/2022	36.66		238195		
I-2986-692068	BRAKE PARTS CLNR/BELT-OCM	R	9/06/2022	10.58		238195		
I-2986-692081	PREMIUM CAPSULES - CG	R	9/06/2022	26.63		238195		
I-2986-692148	UNIT #231 OIL SEAL	R	9/06/2022	27.86		238195		
I-2986-692473	UNIT #63 BRAKE ROTOR/PAD	R	9/06/2022	224.48		238195		
I-2986-692544	REARVIEW MIRROR - CG	R	9/06/2022	18.96		238195		
I-2986-692575	UNIT #113 PAD/ROTOR	R	9/06/2022	356.70		238195		
I-2986-692604	UNIT #113 BRAKE PADS	R	9/06/2022	96.69		238195		2,797.06
			*** VENDOR TOTALS ***			1 CHECKS		2,797.06
008409	GOVERNMENTJOBS.COM INC							
I-INV-27210	8/14/22-8/13/23 RENEWAL	R	9/06/2022	1,661.03		238197		1,661.03
			*** VENDOR TOTALS ***			1 CHECKS		1,661.03
011488	NEXSTAR MEDIA INC							
I-3603367-2	ADVERTISING-OC	E	9/08/2022	1,645.00		005644		1,645.00
			*** VENDOR TOTALS ***			1 CHECKS		1,645.00

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003164	NILLES ASSOCIATES INC							
I-21233.02 #2	PAY 2-SW DSM STREET PKS PH1	E	9/08/2022	11,095.00		005589		
I-21235.02 #2	PAY 2-DIAMOND HILLS GRNWY	E	9/08/2022	6,277.50		005589		
I-22017.01 #1	PAY 1-NE CRSTMR SAN SWR REPLAC	E	9/08/2022	16,997.50		005589		34,370.00
	*** VENDOR TOTALS ***					1 CHECKS		34,370.00
009284	JERRY'S TRANSMISSION SERVICE I							
I-B-8894-NT	FY22 AMBULANCE PURCHASE	E	9/08/2022	303,488.79		005628		303,488.79
	*** VENDOR TOTALS ***					1 CHECKS		303,488.79
011256	NORTHWESTERN UNIVERSITY COMMAN							
I-20634	SCHOOL OF POLICE RGTRTN-KOVACS	R	9/06/2022	4,500.00		238198		4,500.00
	*** VENDOR TOTALS ***					1 CHECKS		4,500.00
003727	ODP BUSINESS SOLUTIONS, LLC							
I-257414210001	PENS/ENVELOPE/TAPE-PD	R	9/06/2022	168.34		238199		
I-258142386001	PAPER - FD	R	9/06/2022	214.95		238199		
I-258662677001	CIRCULATION/OFFICE SUPPS-KL	R	9/06/2022	340.94		238199		
I-259044915001	POUCH/CALC TAPE/PLATE/CUP-CH	R	9/06/2022	44.62		238199		
I-259044915002	PLATES - CH	R	9/06/2022	6.72		238199		
I-259050923001	FOLDERS - PD	R	9/06/2022	290.95		238199		
I-259052737001	LANYARD - CLERK	R	9/06/2022	4.68		238199		
I-259538331001	OFFICE SUPPLIES - PW	R	9/06/2022	175.20		238199		
I-261148427001	OFFICE SUPPLIES - CH	R	9/06/2022	73.22		238199		
I-261149278001	COLOR PAPER - WTR	R	9/06/2022	21.74		238199		1,341.36
	*** VENDOR TOTALS ***					1 CHECKS		1,341.36
010076	OLSSON, INC							
I-428792 #1	PAY 1-FIBER MASTER PLAN	R	9/06/2022	49,017.04		238200		49,017.04
	*** VENDOR TOTALS ***					1 CHECKS		49,017.04
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 5-36/WGL WTR	PAY 5-NW36TH/WGL DR WTR MN	R	9/06/2022	2,924.20		238201		2,924.20
009363	ON-TRACK CONSTRUCTION LLC							
I-RTG ANK 21 SEW REP RTNG-SE 11TH ST DROP		R	9/06/2022	1,165.50		238202		1,165.50
	*** VENDOR TOTALS ***					2 CHECKS		4,089.70
007878	OVERDRIVE INC							
I-06497C022303241	MULTIMEDIA -KL	R	9/06/2022	130.00		238203		
I-06497C022303271	MULTIMEDIA - KL	R	9/06/2022	119.98		238203		
I-06497C022309771	MULTIMEDIA - KL	R	9/06/2022	3.99		238203		253.97
	*** VENDOR TOTALS ***					1 CHECKS		253.97

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011375	PAR INDUSTRIES LLC							
I-22088-2	ELECTRIC INSTALL - PD FENCE	R	9/06/2022	18,500.00		238204		18,500.00
	*** VENDOR TOTALS ***					1 CHECKS		18,500.00
007088	MARK A PARKS							
I-08/02/2022	8/2/22 MEAL REIMBURSEMENT	R	9/06/2022	14.00		238205		14.00
	*** VENDOR TOTALS ***					1 CHECKS		14.00
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-27703457	BEVERAGES FOR RESALE - OC	E	9/08/2022	542.16		005586		
I-30245556	BEVERAGES FOR RESALE - CFAC	E	9/08/2022	410.27		005586		
I-31796955	BEVERAGES FOR RESALE - OC	E	9/08/2022	279.11		005586		
I-70356454	BEVERAGES FOR RESALE-OC	E	9/08/2022	563.92		005586		1,795.46
	*** VENDOR TOTALS ***					1 CHECKS		1,795.46
009158	PERFORMANCE FOODSERVICE - THOM							
I-7040844	FOOD FOR RESALE- OC	R	9/06/2022	523.21		238206		
I-7043379	FOOD FOR RESALE - OC	R	9/06/2022	520.10		238206		
I-7047271	FOOD FOR RESALE-OC	R	9/06/2022	1,192.91		238206		
I-7048567	FOOD FOR RESALE - OC	R	9/06/2022	25.89		238206		
I-7053415	FOOD FOR RESALE - OC	R	9/06/2022	314.22		238206		
I-7053416	FOOD FOR RESALE - OC	R	9/06/2022	908.63		238206		
I-7055876	FOOD FOR RESALE - OC	R	9/06/2022	694.22		238206		
I-7059514	FOOD FOR RESALE - OC	R	9/06/2022	570.07		238206		4,749.25
	*** VENDOR TOTALS ***					1 CHECKS		4,749.25
004611	PETTY CASH							
I-08/30/22 LIBRARY	INCREASE LIBRARY CHANGE DRAWER	R	9/06/2022	100.00		238207		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
003141	PIGOTT INC							
I-131288	NAME PLATE - STORMWATER	R	9/06/2022	35.12		238208		35.12
	*** VENDOR TOTALS ***					1 CHECKS		35.12
000384	PITNEY BOWES INC							
I-1021273367	5/30/22-8/29/22 RENTALS-KL	E	9/08/2022	135.00		005564		135.00
	*** VENDOR TOTALS ***					1 CHECKS		135.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-156849/156877	7/20/22 PIZZA PRSC	R	9/06/2022	37.50		238209		
I-156872	7/25/22 PIZZA PRSC	R	9/06/2022	37.50		238209		
I-156876	7/25/22 PIZZA CFAC	R	9/06/2022	37.50		238209		112.50
	*** VENDOR TOTALS ***					1 CHECKS		112.50

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007160	POLK COUNTY HEALTH DEPARTMENT							
I-08042022PM	LEAD SCREENING - PD	R	9/06/2022	25.00		238210		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
003760	POLK COUNTY TREASURER							
I-B22-00369	BLOOD DRAW - P THOMPSON	R	9/06/2022	150.00		238211		
I-B22-00372	BLOOD DRAW-C. MCCLURE	R	9/06/2022	150.00		238211		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
009386	POMP'S TIRE SERVICE, INC							
I-1400087165	TIRES - AMBULANCE SPARES	E	9/08/2022	586.26		005629		
I-1400087610	UNIT #274 TIRES	E	9/08/2022	570.92		005629		
I-1400087814	UNIT #272 ROAD SERVICE	E	9/08/2022	453.73		005629		
I-1400088333	UNIT #84 TIRES	E	9/08/2022	519.80		005629		
I-1400088624	UNIT #304 TIRES	E	9/08/2022	642.40		005629		
I-1400088904	UNIT #935 TIRES	E	9/08/2022	168.52		005629		
I-1400089376	TIRES - SQUAD CARS	E	9/08/2022	697.70		005629		
I-1400089378	TIRES - SQUAD CARS	E	9/08/2022	418.62		005629		4,057.95
	*** VENDOR TOTALS ***					1 CHECKS		4,057.95
005151	JULS DESIGN INC							
I-11994	BANNERUP/TABLECLOTH - KL	E	9/08/2022	980.00		005601		
I-11999	TRAIL GRAND OPENING-COMM	E	9/08/2022	403.23		005601		1,383.23
	*** VENDOR TOTALS ***					1 CHECKS		1,383.23
006390	QUILL CORPORATION							
I-27175798	POST ITS/SCOTCH PKGNG - P&R	R	9/06/2022	104.28		238212		
I-27178598	LMNTNG POUCHES - P&R	R	9/06/2022	49.39		238212		153.67
	*** VENDOR TOTALS ***					1 CHECKS		153.67
004806	R & R PRODUCTS INC							
I-CD2707147	ROTARY BLADE - PRSC	R	9/06/2022	169.50		238213		169.50
	*** VENDOR TOTALS ***					1 CHECKS		169.50
005557	RACOM CORPORATION							
I-RI-220585	EDACS ACCESS - PD	E	9/08/2022	2,612.73		005606		2,612.73
	*** VENDOR TOTALS ***					1 CHECKS		2,612.73
003538	GET SOME GUNS, LLC							
I-220817-350-0	UNIFORMS - PD	R	9/06/2022	278.06		238214		278.06
	*** VENDOR TOTALS ***					1 CHECKS		278.06
003960	RDG IA INC							
I-51487 #5	PAY 5-4MILE CRK/TRIB/RESORTN	R	9/06/2022	57,348.00		238215		57,348.00
	*** VENDOR TOTALS ***					1 CHECKS		57,348.00

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008509	REDBUD LLC							
I-PAY 3-22 NTVE VEG	PAY 3-2022 NATIVE VEGETATION	E	9/08/2022	12,045.43		005620		12,045.43
	*** VENDOR TOTALS ***					1 CHECKS		12,045.43
009612	REESE ELECTRIC MOTOR COMPANY I							
I-206438	REBUILD FAN MOTOR -PW	E	9/08/2022	97.70		005634		97.70
	*** VENDOR TOTALS ***					1 CHECKS		97.70
006038	REILLY CONSTRUCTION CO INC							
I-PAY 13-W1ST WDNG	PAY 13-W 1ST ST WDNG IMP-PH1	R	9/06/2022	575,099.51		238216		575,099.51
	*** VENDOR TOTALS ***					1 CHECKS		575,099.51
009502	KRIS RHODE							
I-8/19/2022	MAIL SHIPPING REIMBURSEMENT	E	9/08/2022	40.00		005661		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
001985	RIDD X PEST CONTROL							
I-63383	CICADA KILLER TREATMENT-PRSC	E	9/08/2022	298.00		005577		
I-63384	BAGWORM/MOTH TREATMNT-CFAC	E	9/08/2022	298.00		005577		
I-63837	BEE/WASP TREATMNT-CFAC	E	9/08/2022	119.00		005577		715.00
	*** VENDOR TOTALS ***					1 CHECKS		715.00
003999	RINGCENTRAL INC							
I-CD_000450018	08/26/22-09/25/22 STATEMENT	E	9/08/2022	5,554.26		005593		5,554.26
	*** VENDOR TOTALS ***					1 CHECKS		5,554.26
006366	ROTELLA'S ITALIAN BAKERY INC							
I-W82197	FOOD FOR RESALE-OC	E	9/08/2022	100.12		005611		
I-W84244	FOOD FOR RESALE - OC	E	9/08/2022	43.38		005611		
I-W85289	FOOD FOR RESALE-OC	E	9/08/2022	181.90		005611		
I-W88302	FOOD FOR RESALE - OC	E	9/08/2022	54.20		005611		
I-W90256	FOOD FOR RESALE - OC	E	9/08/2022	154.75		005611		
I-W92618	FOOD FOR RESALE - OC	E	9/08/2022	54.33		005611		
I-W94565	FOOD FOR RESALE - OC	E	9/08/2022	115.30		005611		
I-W95203	FOOD FOR RESALE - OC	E	9/08/2022	96.04		005611		800.02
	*** VENDOR TOTALS ***					1 CHECKS		800.02
004079	STRAWBERRY PATCH							
I-93704	SPRING ADULT LEAGUE TSHIRTS	R	9/06/2022	962.50		238217		
I-93710	2022 TINYTOT SOCCER SHIRTS	R	9/06/2022	2,784.00		238217		3,746.50
	*** VENDOR TOTALS ***					1 CHECKS		3,746.50
009564	SAGE HOMES, INC							
I-RES#2021-283	SDWLK OVRSZG GROVE LANDING P1	R	9/06/2022	1,669.50		238218		1,669.50
	*** VENDOR TOTALS ***					1 CHECKS		1,669.50

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005570	SANDRY FIRE SUPPLY LLC							
I-INV-023366	SAFETY EQUIPMENT - FD	E	9/08/2022	361.85		005607		361.85
	*** VENDOR TOTALS ***					1 CHECKS		361.85
011446	BETHANY SCHAEFER							
I-08/03/22-08/05/22	8/3-8/5/22 MEALS/MILEAGE	E	9/08/2022	155.63		005666		155.63
	*** VENDOR TOTALS ***					1 CHECKS		155.63
002431	LINCOLN SCHMEISER							
I-08/03/2022	8/3/22 MEAL	R	9/06/2022	14.75		238219		14.75
	*** VENDOR TOTALS ***					1 CHECKS		14.75
001308	CRAIG SEARS							
I-8/26/2022	SAFETY BOOT REIMBURSEMENT	R	9/06/2022	131.90		238220		131.90
	*** VENDOR TOTALS ***					1 CHECKS		131.90
000425	SECRETARY OF STATE							
I-FY23 NOTARY-DYER	FY23 NOTARY RENEWAL-B DYER	R	9/06/2022	30.00		238221		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
000835	SF MOBILE-VISION INC							
I-48078	CAM KIT - PD	E	9/08/2022	750.00		005572		750.00
	*** VENDOR TOTALS ***					1 CHECKS		750.00
004842	THE SHERWIN-WILLIAMS CO							
I-5294-6	PAINT - PW	R	9/06/2022	137.25		238222		137.25
	*** VENDOR TOTALS ***					1 CHECKS		137.25
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-430705 #1	PAY 1-S ANK BLVD TRANSMSSN MN	E	9/08/2022	107,390.36		005640		
I-ANKMU 165976 #4	PAY 4-N ANKENY BLVD WTR MN	E	9/08/2022	1,376.32		005640		108,766.68
	*** VENDOR TOTALS ***					1 CHECKS		108,766.68
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
I-122688674-00	BSHNGS/TAPE/MISC-PRSC	R	9/06/2022	67.27		238223		67.27
	*** VENDOR TOTALS ***					1 CHECKS		67.27
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #32	PAY 32-SE CORSSWINDS DR-RISE	E	9/08/2022	17,139.09		005575		
I-119.0975.01A #22	PAY 22-NW NTHLWN ULTY IMP P1	E	9/08/2022	2,448.13		005575		
I-120.0274.01 #25	PAY 25-HT EXT MAG/ORALABOR	E	9/08/2022	12,963.77		005575		
I-120.0315.01 #19	PAY 19-N ANK BLVD LNDSCP IMP	E	9/08/2022	3,265.38		005575		
I-120.1005.01 #21	PAY 21-NW 35TH ST WDNG ASH/AB	E	9/08/2022	30,580.51		005575		
I-120.1113.01 #18	PAY 18-HTT TRANS MN/DRNG IMP	E	9/08/2022	22,644.25		005575		
I-121.0352.01 #17	PAY 17-NW36TH/STATE/INTRM IMP	E	9/08/2022	7,838.14		005575		
I-121.0695.01 #13	PAY 13-NE DEL RECON/5TH-18TH	E	9/08/2022	96,981.13		005575		
I-122.0140.01-7 #7	ROCK CREEK GREENWAY #7	E	9/08/2022	3,166.00		005575		
I-122.0224.01 #6	PAY 6-CHERRY GLEN PK BLLFLD	E	9/08/2022	11,985.41		005575		209,011.81
	*** VENDOR TOTALS ***					1 CHECKS		209,011.81

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009231	CODY SNYDER							
I-08/05/22-08/13/22	08/2022 BOOTS	E	9/08/2022	140.00		005658		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
009548	SPLASH EXPRESS LLC							
I-40	4/6/22-6/30/22 CAR WASHES	R	9/06/2022	784.00		238224		784.00
	*** VENDOR TOTALS ***					1 CHECKS		784.00
009458	SPROUT SOCIAL INC							
I-INV-25074	8/12/22-8/11/23 RENEWAL	R	9/06/2022	2,674.70		238225		2,674.70
	*** VENDOR TOTALS ***					1 CHECKS		2,674.70
000474	STATE HYGIENIC LABORATORY AR							
I-235336	6/30/22 TESTING - MU	E	9/08/2022	31.00		005568		
I-237480	7/31/22 TESTING - MU	E	9/08/2022	46.50		005568		77.50
	*** VENDOR TOTALS ***					1 CHECKS		77.50
006417	STERNQUIST CONSTRUCTION INC							
I-PAY14-NW18/WGL/SPR	PAY 14-NW18TH EXT/WEIGEL/SPRCE	R	9/06/2022	210,282.74		238226		210,282.74
	*** VENDOR TOTALS ***					1 CHECKS		210,282.74
003339	STREICHER'S							
I-I1584293	FOF EQUIPMENT - PD	R	9/06/2022	1,359.96		238227		1,359.96
	*** VENDOR TOTALS ***					1 CHECKS		1,359.96
006324	SUN MOUNTAIN SPORTS							
I-1054209	SPECIAL ORDER MERCH FOR RESALE	R	9/06/2022	183.00		238228		183.00
	*** VENDOR TOTALS ***					1 CHECKS		183.00
008803	LISA SWANEPOEL							
I-8/26/2022	AGA MEMBERSHIP REIMBURSEMENT	E	9/08/2022	105.00		005655		
I-9/20/22 ICFP	2022 ICFP TRAINING REIMBRSMNT	E	9/08/2022	525.00		005655		630.00
	*** VENDOR TOTALS ***					1 CHECKS		630.00
000124	SYSCO IOWA INC							
C-239724730	CR: FOOD FOR RESALE-OC	R	9/06/2022	87.98CR		238229		
C-239739830	CR: FOOD FOR RESALE OC	R	9/06/2022	29.49CR		238229		
C-239741374	CR: FOOD FOR RESALE OC	R	9/06/2022	25.75CR		238229		
C-239789563	CR: FOOD FOR RESALE OC	R	9/06/2022	37.55CR		238229		
I-239773009	FOOD FOR RESALE-OC	R	9/06/2022	551.83		238229		
I-239791112	FOOD FOR RESALE- PRAC	R	9/06/2022	177.34		238229		
I-239791824	FOOD FOR RESALE-OC	R	9/06/2022	529.30		238229		
I-239791922	FOOD FOR RESALE - CFAC	R	9/06/2022	1,370.20		238229		
I-239795356	FOOD FOR RESALE - OC	R	9/06/2022	519.90		238229		
I-239795361	FOOD FOR RESALE - CFAC	R	9/06/2022	729.70		238229		
I-239799207	FOOD FOR RESALE - OC	R	9/06/2022	520.19		238229		
I-239802025	FOOD FOR RESALE -CFAC	R	9/06/2022	788.13		238229		
I-239806884	FOOD FOR RESALE	R	9/06/2022	1,146.89		238229		

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 8/18/2022 THRU 9/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-239810431	FOOD FOR RESALE - OC	R	9/06/2022	708.16		238229		
I-239812205	FOOD FOR RESALE - OC	R	9/06/2022	41.79		238229		6,902.66
	*** VENDOR TOTALS ***					1 CHECKS		6,902.66
009540	TELEFLEX LLC							
I-9505892426	FY22 AMBO EZ-IO POWER DRIVER	E	9/08/2022	49.45		005633		49.45
	*** VENDOR TOTALS ***					1 CHECKS		49.45
006505	TG TECHNICAL SERVICES LLC							
I-00180	SENSIT TKX LEAK DETECTOR-FD	E	9/08/2022	266.06		005613		
I-24114	CARBON MON/RKI BLEND - FD	E	9/08/2022	393.00		005613		659.06
	*** VENDOR TOTALS ***					1 CHECKS		659.06
008966	THE BUSINESS LETTER INC							
I-75342	IMPRINT FOLDERS - PD	R	9/06/2022	487.34		238230		487.34
	*** VENDOR TOTALS ***					1 CHECKS		487.34
011578	THE CONDOS AT DELAWARE PARK OW							
I-09/2022 LAND	09/2022 LAND IMPROVEMENTS	R	9/06/2022	5,470.00		238231		
I-09/2022 PERM ESMT	09/2022 PERMANENT EASEMENT	R	9/06/2022	2,290.00		238231		
I-09/2022 ROW	09/2022 RIGHT OF WAY	R	9/06/2022	2,115.00		238231		
I-09/2022 TEMP ESMNT	09/2022 TEMPORARY EASEMENT	R	9/06/2022	5,705.00		238231		15,580.00
	*** VENDOR TOTALS ***					1 CHECKS		15,580.00
011353	JOSEPH C ROTH							
I-09/01/2022	9/1/22 PROGRAM - KL	E	9/08/2022	100.00		005639		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
011577	THE TOWNHOUSES AT DELAWARE PAR							
I-09/2022 LAND IMP	09/2022 LAND IMPROVEMENTS	R	9/06/2022	13,300.00		238232		
I-09/2022 TEMP ESMNT	09/2022 TEMPORARY EASEMENT	R	9/06/2022	7,275.00		238232		20,575.00
	*** VENDOR TOTALS ***					1 CHECKS		20,575.00
009541	MIKLANNET TENNAL							
I-08/10/22	08/2022 TOT/LA/BBS	E	9/08/2022	1,548.80		005662		1,548.80
	*** VENDOR TOTALS ***					1 CHECKS		1,548.80
006225	TOUR EDGE GOLF MFG INC							
I-IN-01578522	SPECIAL ORDER MERCH FOR RESALE	R	9/06/2022	215.00		238233		215.00
	*** VENDOR TOTALS ***					1 CHECKS		215.00
004343	TRACTOR SUPPLY COMPANY							
I-347981	TORDON RTU - PKS	R	9/06/2022	79.96		238234		79.96
	*** VENDOR TOTALS ***					1 CHECKS		79.96

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 8/18/2022 THRU 9/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000465	TREASURER STATE OF IOWA							
I-8/18/22	MONTHLY SALES & EXCISE TAXES	D	8/18/2022	149,883.81		002018		149,883.81
	*** VENDOR TOTALS ***					1 CHECKS		149,883.81
000468	TRUCK EQUIPMENT INC							
I-307402	UNIT #228 NOZZLE SET	E	9/08/2022	279.72		005566		
I-307479	#220 HYD MOTOR AND BROOMS	E	9/08/2022	2,130.02		005566		2,409.74
	*** VENDOR TOTALS ***					1 CHECKS		2,409.74
003278	DAVIS EQUIPMENT CORPORATION							
I-JI71608	REEL COUPLE UNIT 824	E	9/08/2022	13.98		005591		
I-JI71814	MOWER BLADE - OC	E	9/08/2022	144.45		005591		158.43
	*** VENDOR TOTALS ***					1 CHECKS		158.43
000966	U S BANK							
I-07/22 P-CARD STMT	U S BANK	D	9/06/2022	41,884.39		002029		41,884.39
	*** VENDOR TOTALS ***					1 CHECKS		41,884.39
004516	ST LUKE'S HEALTH RESOURCES							
I-136810	DRUG TESTING	R	9/06/2022	139.00		238235		139.00
	*** VENDOR TOTALS ***					1 CHECKS		139.00
005813	EXECUTIVE SERVICES INC							
I-75944	BUSINESS CARDS-SAM MITCHEL	E	9/08/2022	73.34		005608		73.34
	*** VENDOR TOTALS ***					1 CHECKS		73.34
010031	ANOVA FURNISHINGS INC							
I-633237	BENCH -P&R	R	9/06/2022	1,208.08		238236		
I-633355	BENCH - P&R	R	9/06/2022	1,159.62		238236		2,367.70
	*** VENDOR TOTALS ***					1 CHECKS		2,367.70
006789	HD SUPPLY FACILITIES MAINTENAN							
I-068213	CHLORINE - MU	E	9/08/2022	88.15		005614		
I-071143	CHLORINE - MU	E	9/08/2022	231.34		005614		319.49
	*** VENDOR TOTALS ***					1 CHECKS		319.49
000475	UTILITY EQUIPMENT COMPANY							
I-20052836-000	RISER - MU	E	9/08/2022	125.08		005569		125.08
	*** VENDOR TOTALS ***					1 CHECKS		125.08
000858	V & V MANUFACTURING INC							
I-55518	POLICE BADGE - PD	R	9/06/2022	124.95		238237		124.95
	*** VENDOR TOTALS ***					1 CHECKS		124.95

VENDOR SET: 01 City of Ankeny
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 DATE RANGE: 8/18/2022 THRU 9/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007658	JAKE VANDER WAL							
I-08/03/2022	8/3/22 MEAL	R	9/06/2022	14.62		238238		14.62
	*** VENDOR TOTALS ***					1 CHECKS		14.62
001552	BRICE VANDRIMMELEN							
I-08/2022 TUITION	08/2022 TUITION REIMBURSEMENT	E	9/08/2022	1,200.00		005648		1,200.00
	*** VENDOR TOTALS ***					1 CHECKS		1,200.00
005012	VAN-WALL EQUIPMENT INC							
I-5592674	UNIT #245 IDLER	E	9/08/2022	91.04		005600		
I-5630036	TINE - OC	E	9/08/2022	352.44		005600		
I-5633176	UNIT #632 GREASE ZERK - PRSC	E	9/08/2022	187.37		005600		
I-5633178	UNIT 630 PARTS - PRSC	E	9/08/2022	78.40		005600		
I-5633179	UNIT 653 BLADE - PRSC	E	9/08/2022	232.35		005600		
I-5635853	TIGHTENER/TINE - OC	E	9/08/2022	110.40		005600		
I-5636886	UNIT #861 FILLER CAP	E	9/08/2022	26.61		005600		
I-5638383	UNIT 631 SERVICE -PRSC	E	9/08/2022	998.29		005600		
I-5639752	UNIT #839 TIGHTENER -OCM	E	9/08/2022	99.36		005600		
I-5648950	BALL BEARNG/PULLEY/BSHNG-PRSC	E	9/08/2022	328.64		005600		2,504.90
	*** VENDOR TOTALS ***					1 CHECKS		2,504.90
009891	VENDNOVATION LLC							
I-2022-001230	9/22-8/23 SOFTWARE RENEWAL	R	9/06/2022	3,600.00		238239		3,600.00
	*** VENDOR TOTALS ***					1 CHECKS		3,600.00
000482	WALMART COMMUNITY							
C-CREDIT08071REISSUE	CR: DUPLICATE PAYMENT	R	9/06/2022	17.41CR		238240		
I-00598 REISSUED	PUBLIC EDUCATION -FD	R	9/06/2022	143.13		238240		
I-04671 REISSUED	POOL SUPPLIES -AC	R	9/06/2022	99.07		238240		
I-05993	WATER SUPPLIES - MU	R	9/06/2022	250.19		238240		
I-06684	WATER SHOP SUPPLIES - MU	R	9/06/2022	66.21		238240		
I-08205	WASHCLOTHS/TOWELS - FD	R	9/06/2022	44.39		238240		
I-458402514	PROGRAM SUPPLIES - PARKS	R	9/06/2022	144.29		238240		
I-459715749	REC SUPP/CONCESSIONS - PARKS	R	9/06/2022	111.23		238240		
I-461496825	REC SUPPLIES - ALL CITY PLAY	R	9/06/2022	74.68		238240		915.78
	*** VENDOR TOTALS ***					1 CHECKS		915.78
004796	WALSH DOOR & HARDWARE COMPANY							
I-784636	LIBRARY SERVICE CALL	R	9/06/2022	823.02		238241		823.02
	*** VENDOR TOTALS ***					1 CHECKS		823.02
003376	WASHER SYSTEMS OF IOWA							
I-1091	PRESSURE WASHER RENTAL-PKS	R	9/06/2022	750.00		238242		750.00
	*** VENDOR TOTALS ***					1 CHECKS		750.00

VENDOR SET: 01 City of Ankeny
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
002569	WASTE CONNECTIONS INC							
I-336643T071	8/1-8/31/22 SERVICES PRSC	R	9/06/2022	238.67		238243		
I-3366630T071	8/1/22-8/31/22 SERVICES-AMP	R	9/06/2022	44.76		238243		
I-3366632T071	8/1-8/31/22 SERVICES -CFAC	R	9/06/2022	179.00		238243		
I-3366637T071	8/1/22-8/31/22 SVCS - FS#3	R	9/06/2022	59.67		238243		
I-3366638T071	8/1-8/31/22 SERVICES -KL	R	9/06/2022	81.86		238243		
I-3366639T071	8/1-8/31/22 SERVICES HAWKEYE	R	9/06/2022	44.75		238243		
I-3366640T071	8/1-8/31/22 SERVICES - OC PRO	R	9/06/2022	238.67		238243		
I-3366641T071	8/1-8/31/22 SERVICES OC	R	9/06/2022	89.51		238243		
I-3366642T071	8/1/22-8/31/22 SVC - MAINT FAC	R	9/06/2022	275.79		238243		
I-3366644T071	8/1-8/31/22 SERVICES - PKS MNT	R	9/06/2022	238.67		238243		
I-3366645T071	8/1/22-8/31/22 SVCS-PD	R	9/06/2022	59.67		238243		
I-3366646T071	8/1/22-8/31/22 SERVICES -PRAC	R	9/06/2022	119.33		238243		
I-3366647T071	8/1-8/31/22 SERVICES - PRSC	R	9/06/2022	238.67		238243		
I-3366648T071	8/1/22-8/31/22 SVCS - PSB	R	9/06/2022	76.56		238243		1,985.58
*** VENDOR TOTALS ***						1 CHECKS		1,985.58
001547	CHARLES WEBSTER							
I-07/11/22-07/22/22	7/11-7/22/22 MEALS	E	9/08/2022	102.48		005647		102.48
*** VENDOR TOTALS ***						1 CHECKS		102.48
005120	JAMES R. WILSON							
I-07/11/22-07/15/22	7/11-7/15/22 MEAL REIMBRMNT	R	9/06/2022	70.01		238244		70.01
*** VENDOR TOTALS ***						1 CHECKS		70.01
005056	YOUTH TECH INC							
I-SUMMER 2022	FY23 YOUTH TECH COMPUTER	R	9/06/2022	11,276.00		238245		11,276.00
*** VENDOR TOTALS ***						1 CHECKS		11,276.00
008820	SIOUXLAND TURF PRODUCTS INC							
I-171230	FERTILIZER-OCM	E	9/08/2022	4,536.00		005623		
I-171231	FOLIAR PAK - OC M	E	9/08/2022	518.00		005623		5,054.00
*** VENDOR TOTALS ***						1 CHECKS		5,054.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	236	2,677,691.51	0.00	2,677,691.51
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	191,768.20	0.00	191,768.20
EFT:	111	1,349,083.95	0.00	1,349,083.95
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

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 8/18/2022 THRU 9/08/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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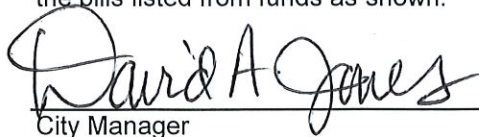
	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	349	4,218,543.66	0.00	4,218,543.66
BANK: APGWB TOTALS:	349	4,218,543.66	0.00	4,218,543.66
REPORT TOTALS:	349	4,218,543.66	0.00	4,218,543.66

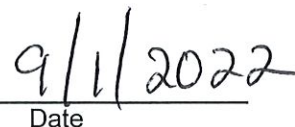
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
SEPTEMBER 6, 2022

Fund		PAYMENTS
100	General Fund	\$ 884,814.24
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	335,969.76
240	Parks Improvements	-
250	Police Gift Fund	94.00
260	Road Use Tax Fund	133,403.41
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	-
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	327,614.44
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	29,340.10
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	20,807.99
590	Golf Course Fund	70,180.19
600-699	Enterprise Project Funds	459,245.13
710	Revolving Fund	2,422.66
720	Risk Management Fund	44,447.12
730	Health Insurance Fund	-
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	1,910,204.62
Sub Total		\$ 4,218,543.66
Payroll Totals		3,187,207.43
Service Transfers/ACH Drafts		(383,033.69)
Agenda Payments Approved Separately		(2,344,760.34)
Grand Total		<u>\$ 4,677,957.06</u>

Honorable Mayor & City Council:

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


City Manager


Date



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a proposal from Brothers Cleaning Corporation, in the amount of \$54,130.00 for the construction of the 2022 Shade Canopy Assembly and Installation project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Brothers Cleaning Corporation for the 2022 Shade Canopy Assembly and Installation project.

The Shade Canopy Assembly and Installation project includes the assembly and installation of twelve (12) SGS bleacher canopies for softball fields 41 through 46. The construction areas are located in the Prairie Ridge Sports Complex within the City of Ankeny.

The surface restoration improvements include installing two (2) 12" x 12" footings per canopy into existing concrete, installing canopy columns, frames, and shade cover provided by the City, and pouring approximately 90 SY of 5" PCC Sidewalk. Other associated improvements include the salvage and removal of extra topsoil, mobilization, and miscellaneous associated work necessary to complete the

project.

Bid invitations were sent to fifteen (15) contractors. Two (2) bids were received for the project as follows:

Brothers Cleaning Corporation	\$54,130.00
Shekar Engineering, PLC	\$65,550.00

The Engineer's estimated cost for the project was \$63,850.00. Brothers Cleaning Corporation is currently under contract with the City of Ankeny for the Rock Creek Trail project and they have the technical experience to complete this project. The Parks & Recreation Department recommends awarding the 2022 Shade Canopy Assembly and Installation project to Brothers Cleaning Corporation of Des Moines, Iowa.

FISCAL IMPACT: No

2022 Shade Canopy Assembly and Installation project is included in the 2022-2026 CIP with construction scheduled for 2022.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Brothers Cleaning Corporation for the 2022 Shade Canopy Assembly and Installation project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tab
 Location Map

RESOLUTION -

A RESOLUTION ACCEPTING A PROPOSAL FROM BROTHERS CLEANING CORPORATION, IN THE AMOUNT OF \$54,130.00 FOR THE ASSEMBLY AND INSTALLATION OF SHADE CANOPIES AT THE PRAIRIE RIDGE SPORTS COMPLEX.

WHEREAS, the City of Ankeny and Ankeny Girls Softball Association desires to install shade canopies at the Prairie Ridge Sports Complex, and;

WHEREAS, a request for proposal was sent out to fifteen contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Brothers Cleaning Corporation	\$54,130.00
Shekar Engineering, PLC	\$65,550.00
Engineer's Estimated Cost	\$63,850.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Brothers Cleaning Corporation, in the amount of \$54,130.00 be accepted for the construction of the 2022 Shade Canopy Assembly and Installation project and the construction Performance, Payment, and Maintenance Bond be accepted.

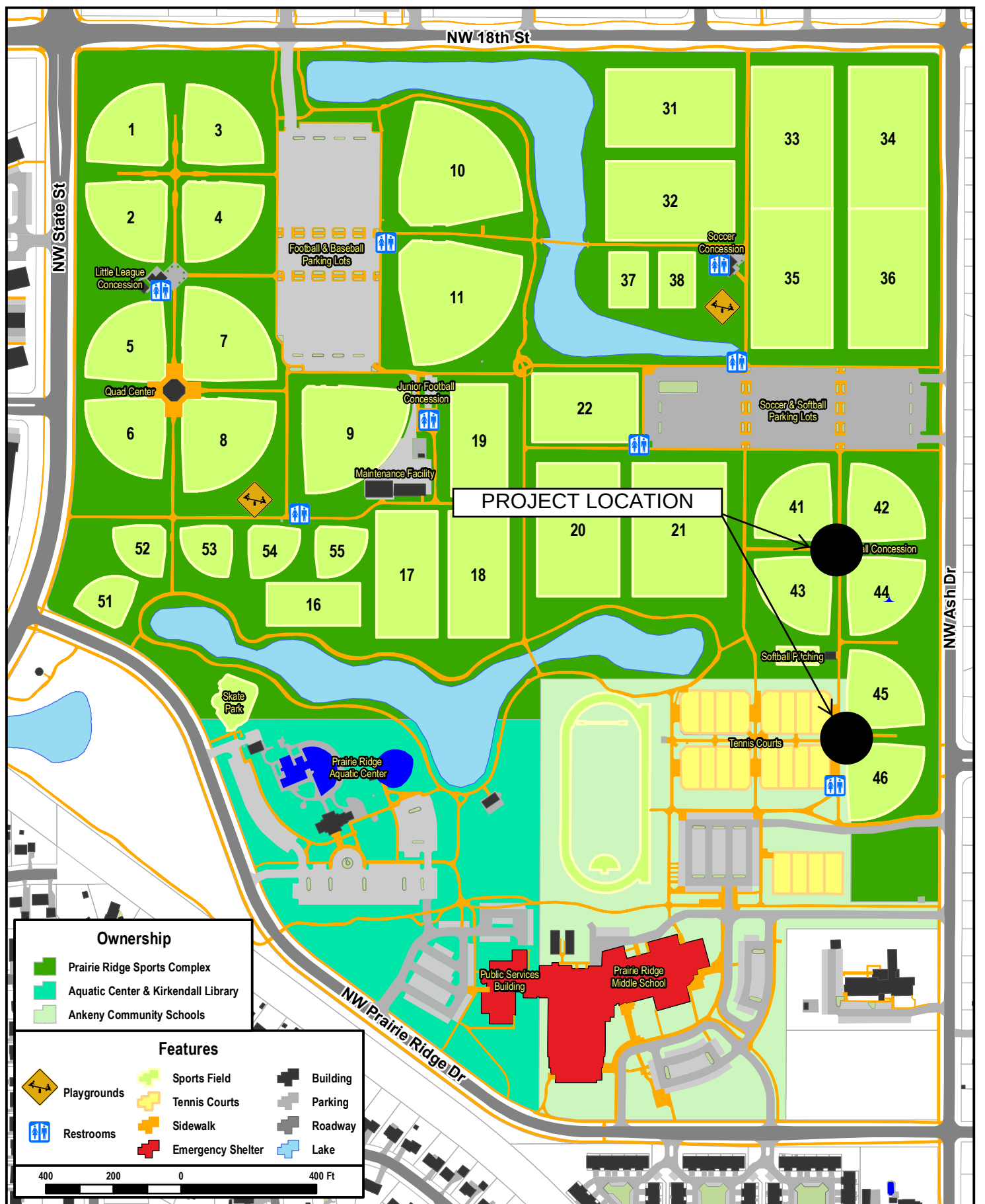
DATED this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation Shade Canopy Assmebly and Installation Twelve (12) shade canopies installed at PRSC September 5, 2022												
				Engineer's Estimate			Brothers Cleaning Corporation			Shekar Engineering, PLC		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		STREETS AND RELATED WORK										
7.01	7030-E	Sidewalk, PCC, 5" Thick	SY	90	\$65.00	\$5,850.00	90	\$77.00	\$6,930.00	90	\$75.00	\$6,750.00
		MISCELLANEOUS										
11.01	11,020-A	Mobilization	LS	1	\$5,000.00	\$5,000.00	1	\$7,200.00	\$7,200.00	1	\$5,000.00	\$5,000.00
11.02	11,050-A	Concrete Washout, Collection Bags	EA	2	\$500.00	\$1,000.00	2	\$500.00	\$1,000.00	2	\$500.00	\$1,000.00
11.03	SPECIAL	Softball Canopy Installation	LS	1	\$52,000.00	\$52,000.00	1	\$39,000.00	\$39,000.00	1	\$52,800.00	\$52,800.00
TOTAL AMOUNT BID =				\$63,850.00			\$54,130.00			\$65,550.00		





ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** relating to the implementation of a Cybersecurity Training Policy in the Standard and Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

The purpose of the Cybersecurity Training Policy is to ensure compliance with best practices and training related to cybersecurity for computer users and to ensure employees understand their role in securing the City's physical and virtual workplace.

The Cybersecurity Training Policy will guide the deployment of a new cybersecurity awareness training subscription that was approved in the FY 2023 Budget. This type of awareness training program is important as most cyber incidents begin by way of human error, not a failure of technology. Some best practices to protect our organization include:

- Monitor threat intelligence – implemented, but can be further improved through future budget requests
- Multi-factor authentication – implemented in FY 2022
- Cybersecurity awareness training – to be implemented in FY 2023

- Network penetration testing – to be implemented in FY 2023

The proposed policy and awareness training program are continued efforts by the City to facilitate and improve the overall security posture of the organization and maintain compliance with insurance carrier requirements.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To approve the implementation of a Cybersecurity Training Policy in the Standard and Administrative Policy and Procedures Manual of the City of Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Cybersecurity Training Policy

RESOLUTION NO.

A RESOLUTION RELATING TO THE IMPLEMENTATION OF A CYBERSECURITY TRAINING POLICY IN THE STANDARD ADMINISTRATIVE POLICY AND PROCEDURES MANUAL OF THE CITY OF ANKENY, IOWA

WHEREAS, City staff is recommending implementation of a Cybersecurity Training Policy in the Standard Administrative Policy and Procedures Manual to be included in the Employee Handbook; and

WHEREAS, the City Council has reviewed the policy and determined it to be in the best interest of the City to approve the Cybersecurity Training Policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that the Cybersecurity Training Policy in the Standard Administrative Policy and Procedures Manual, dated September 6, 2022, should be and is hereby adopted as a Human Resources Policy of the City to be included in the Employee Handbook and shall remain in full force and affect until otherwise amended or supplemented by subsequent Council action.

Passed and approved the 6th day of September, 2022.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



Standard Administrative Policy and Procedures Manual

Title: **Cybersecurity Training Policy**
Section: **Human Resources Policy**

Date of Version: **September 6, 2022**
Resolution No.:

Section 1: Purpose

This policy is to ensure compliance with best practices and training related to cybersecurity for computer users and to ensure employees understand their role in securing the City's physical and virtual workplace.

Definitions:

- Computer Users – Any employee who has access to the City's network and data via any connection.
- Learning Management System (LMS) – A software or web-based application for the administration, documentation, tracking, reporting, automation and delivery of educational courses, training programs, or learning and development programs.
- Cybersecurity – is the art of protecting networks, devices, and data from unauthorized access or criminal use and the practice of ensuring confidentiality, integrity, and availability of information.

While the City utilizes multiple layers of cybersecurity to detect and prevent threats, Computer Users are the last line of defense to recognize, prevent, and report suspicious events that are not caught by other means. An effective cybersecurity awareness, training, and testing program provides instruction to users to verify knowledge retention through testing, gauges the overall security posture of the organization, and includes on-going retraining as the threats evolve.

Section 2: Applicability

This policy applies to all employees who have access to City facilities and use City hardware and software technology. It applies to both physical and virtual safety practices. Exceptions to this applicability may be granted by approval of the City Manager.

Section 3: Responsibilities and Authority

Security awareness training is mandatory. Training frequency and content depends on the Computer Users' status and job duties. Computer Users who exhibit repetitive failure at passing post training tests will be assigned remedial training until they demonstrate proficiency.

Each Computer User is responsible for learning best practices, as presented by the LMS in their assigned training lessons. With their training, employees must act as the City's human line of defense protecting

networks, devices, and data assets against cyber-attacks. This includes active vigilance of all electronic messaging and digital data they interact with daily.

Computer Users must also act to protect physical infrastructure against cyber-attacks. This includes security such as locking doors and maintaining awareness of physical activity in the workplace around computers and network closets. All guests should be escorted by staff at all times, and access to network data closets and devices is restricted.

If network activity appears suspicious, the Computer User's responsibility is to communicate with the IT Department. If physical access to the infrastructure appears suspicious, contact the IT Department if the access is in or around network closets or devices.

Section 4: Guidelines and Procedures

Through use of an LMS, training is conducted monthly, quarterly, and annually depending on the subject matter and status of the Computer User.

The City will conduct random security awareness and phishing (simulation) tests of all Computer Users periodically throughout the year. Failing a test is not a cause for disciplinary action but may be a trigger for remedial training. Failure to complete assigned training could be cause for disciplinary action.

Most training lessons are typically less than ten (10) minutes in duration. Lesson assignments are online and virtual, at the Computer User's convenience, and tracked for completion.

All Computer Users:

- All Computer Users will periodically be emailed a link with a list of required training courses from the City's LMS. This includes new courses as well as repeat refresher courses on an annual basis.
- At a minimum, required training will include phishing and malware identification within email and websites, password construction and requirements, identifying security incidents, and spotting social engineering attempts.
- Assigned training courses from the LMS will be sent periodically throughout the year and Computer Users will have three (3) months to complete assigned training.
- Supervisors will be advised one (1) week prior to the due date, if the Computer User has not yet completed the required training. If the Computer User does not complete the course in the required timeframe their account will be restricted.
- Optional training courses/modules will also be sent on a regular basis and these will not have a completion timeframe requirement.

Section 5: Violations and Penalties

Any violation of this policy may subject the employee to disciplinary action defined in the employee handbook, up to and including possible termination.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on Lot 1, Corporate Woods Business Park Plat 3; and associated with the development of 1600 SE Corporate Woods Drive, Baker Group Parking Lot Expansion Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Easement

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT LOCATED ON LOT 1, CORPORATE WOODS BUSINESS PARK PLAT 3 AND ASSOCIATED WITH THE DEVELOPMENT OF 1600 SE CORPORATE WOODS DRIVE BAKER, GROUP PARKING LOT EXPANSION SITE PLAN

WHEREAS, a public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on a part of Lot 1, Corporate Woods Business Park Plat 3, has been submitted and approved by the Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the public Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on a part of Lot 1, Corporate Woods Business Park Plat 3, is hereby accepted.

PASSED AND APPROVED this 6th day of September 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information:

Joel B. Templeman
Lillis O'Malley Olson Manning Pose Templeman LLP
317 Sixth Avenue, Suite 300
Des Moines, IA 50309-4127
515-243-8157, jtempleman@lolaw.com

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

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT ("Agreement") is entered into between **1600 Corporate Woods LLC**, an Iowa limited liability company (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of the Final Plat for Corporate Woods Business Park Plat 3 ("Final Plat").

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

Lot 1 in Corporate Woods Business Park Plat 3, an Official Plat, now included
in and forming a part of the City of Ankeny, Polk County, Iowa

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

PART I – COVENANTS ON THE BENEFITED PROPERTY

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

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

A PART OF LOT 1, CORPORATE WOODS BUSINESS PARK PLAT 3, AN
OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE
SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1

AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 2914.79 FEET, WHOSE ARC LENGTH IS 62.86 FEET AND WHOSE CHORD BEARS SOUTH 62°05'55" WEST, 62.86 FEET; THENCE NORTH 74°15'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 337.68 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1245.00 FEET, WHOSE ARC LENGTH IS 110.01 FEET AND WHOSE CHORD BEARS NORTH 30°04'57" WEST, 109.97 FEET; THENCE NORTH 55°32'42" EAST, 115.02 FEET; THENCE SOUTH 74°15'49" EAST, 302.08 FEET; THENCE NORTH 00°02'27" WEST, 347.73 FEET; THENCE NORTH 89°57'33" EAST, 50.00 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 00°02'27" EAST ALONG SAID EASTERLY LINE, 488.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.94 ACRES (84,528 SQUARE FEET).

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

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City.
3. It is hereby agreed and covenanted that the Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the Municipal Code of the City. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City, the Benefited Property owner ("Owner") in 1600 Corporate Woods LLC shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. The Owner of the Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of the Benefited Property.
4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City. If there is a discrepancy between the requirements in the City's Municipal Code and this Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owner until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owner is designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner of Lot 1 in Corporate Woods Business Park Plat 1 is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for the Benefited Property Owner as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owner of the Benefited Property is responsible for complying with this Agreement.
7. The Owner shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owner is responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owner shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owner shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from

the original design of the Storm Water Management Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owner shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owner. The deficiencies or defects shall be corrected by the Owner within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the Owner must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.

9. The Owner shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owner. The City shall have the right to request an as-built volume verification from the Owner of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Storm Water Management Facility. The deficiency shall be corrected by the Owner within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the Owner must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.
10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on the Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owner fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon written notice from the City, the City may cause such action to be done and assessed to the Benefited Property pursuant to the formula set forth below:

1/assessed to the Benefited Property

The assessments on the Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see Exhibit A, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City and the Owner.

12. Grantor hereby grants to the Owner and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.
13. It is the obligation of the Grantor and all subsequent owners of the Easement Area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owner shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the

maintenance requirements of the Owner or the Owner's right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the Benefited Property.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the Benefited Property.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the Benefited Property.
14. No chemicals or any substance shall be applied to the Storm Water Maintenance Facility that shall harm or impair the effectiveness of the Storm Water Maintenance Facility as a storm water runoff control measure.
 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer, which approval shall not be unreasonably withheld.
 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.

17. No planting of trees and shrubs is allowed within the Easement Area (other than planting allowed and required by the City).
18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer, which consent shall not be unreasonably withheld.
19. The Owner, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
20. Grantor covenants on behalf of the Benefited Property and the Owner that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Property or the Owner from complying with the requirements of this Agreement.
21. This Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds the Easement Area by title in fee simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the Easement Area against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 26 day of Aug, 2022.

Grantor: 1600 Corporate Woods LLC

By: [Signature]

Name: BJ Baker

Title: Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this ____ day of ____, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared BJ Baker, to me personally known, who being by me duly sworn, did say that he is the manager of 1600 Corporate Woods LLC, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the 1600 Corporate Woods LLC, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa

CITY OF _____, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the ____ day of _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, ____.

City Clerk of the City of Ankeny, Iowa

Owner: 1600 Corporate Woods LLC

By: [Signature]

Name: BJ Baker

Title: Manager

STATE OF IOWA, COUNTY OF POLK, ss:

On this 26 day of August, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared BJ Baker, to me personally known, who being by me duly sworn, did say that he is the manager of the limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its members; and that BJ Baker, as said manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him/her voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa

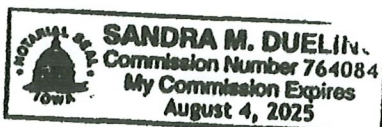


EXHIBIT A

**AGREEMENT AND WAIVER
POST CONSTRUCTION STORM WATER MANAGEMENT**

THIS AGREEMENT AND WAIVER ("Agreement and Waiver") is made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and 1600 Corporate Woods LLC, hereinafter referenced the PROPERTY OWNER.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Agreement located on:

A PART OF LOT 1, CORPORATE WOODS BUSINESS PARK PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 2914.79 FEET, WHOSE ARC LENGTH IS 62.86 FEET AND WHOSE CHORD BEARS SOUTH 62°05'55" WEST, 62.86 FEET; THENCE NORTH 74°15'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 337.68 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1245.00 FEET, WHOSE ARC LENGTH IS 110.01 FEET AND WHOSE CHORD BEARS NORTH 30°04'57" WEST, 109.97 FEET; THENCE NORTH 55°32'42" EAST, 115.02 FEET; THENCE SOUTH 74°15'49" EAST, 302.08 FEET; THENCE NORTH 00°02'27" WEST, 347.73 FEET; THENCE NORTH 89°57'33" EAST, 50.00 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 00°02'27" EAST ALONG SAID EASTERLY LINE, 488.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.94 ACRES (84,528 SQUARE FEET).

and applies to the property described as:

Lot 1 in Corporate Woods Business Park Plat 3, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area, after receiving written notice from the City and provided an opportunity to cure its maintenance requirement, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.
2. For the purpose of this Agreement and Waiver, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owner hereby WAIVES the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owner being to authorize and direct the City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owner, or its successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City and shall constitute a lien upon the properties hereinafter described if unpaid. Further, the undersigned Property Owner hereby agrees to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owner retains the right to request of the City for a review of the mathematical calculations made to ensure their accuracy.
7. Property Owner hereby authorizes the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owner. Any such Resolution may contain recitals that said actions are ordered or made by the City Council without petition of the Property Owner, without in any way qualifying this Agreement and Waiver or releasing the Property Owner from its obligation to pay the assessments levied against its property for the cost of said action.
8. The Property Owner warrants that the real estate described above is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. The Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the above-referenced property, and shall be binding upon all successors and assigns. Furthermore, the Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The Property Owner and the City agree this Agreement and Waiver will be recorded in the office of the Polk County Recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: 1600 Corporate Woods LLC

By  _____
Name DJ Baker
Date 8/26/2022
Witness Sandra M Due King
Name Sandra M Due King

LENDER NAME:

By: _____
Name: _____
Title: _____

EXHIBIT 'A' - EASEMENT PLAT

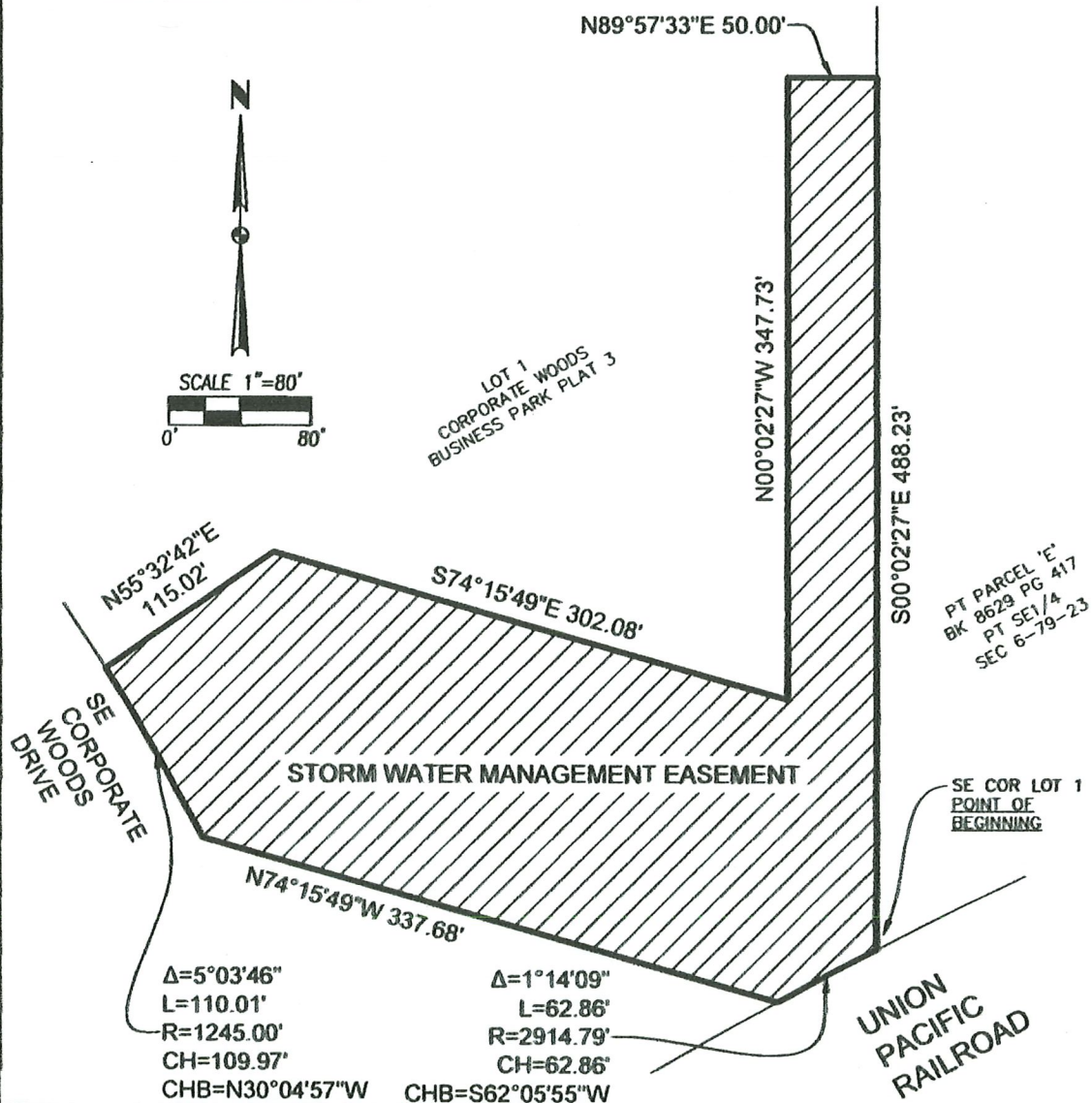
OWNER

1600 CORPORATE WOODS LLC
1600 SE CORPORATE WOODS
DR ANKENY IA 50021-7501

STORM WATER MANAGEMENT EASEMENT DESCRIPTION

A PART OF LOT 1, CORPORATE WOODS BUSINESS PARK PLAT 3, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 2914.79 FEET, WHOSE ARC LENGTH IS 62.86 FEET AND WHOSE CHORD BEARS SOUTH 62°05'55" WEST, 62.86 FEET; THENCE NORTH 74°15'49" WEST CONTINUING ALONG SAID SOUTHERLY LINE, 337.68 FEET; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1 AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1245.00 FEET, WHOSE ARC LENGTH IS 110.01 FEET AND WHOSE CHORD BEARS NORTH 30°04'57" WEST, 109.97 FEET; THENCE NORTH 55°32'42" EAST, 115.02 FEET; THENCE SOUTH 74°15'49" EAST, 302.08 FEET; THENCE NORTH 00°02'27" WEST, 347.73 FEET; THENCE NORTH 89°57'33" EAST, 50.00 FEET TO THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 00°02'27" EAST ALONG SAID EASTERLY LINE, 488.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.94 ACRES (84,528 SQUARE FEET).





ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, platted easements, warranty deed to streets and park, subdivision bond for seeding and erosion control, performance and maintenance bonds for paving and underground improvements and authorizing cost participation for sidewalk widening for Heritage Park at Prairie Trail Plat 3.

EXECUTIVE SUMMARY:

Heritage Park at Prairie Trail Plat 3 is a 12.71-acre plat located north of Prairie Trail Parkway and west of SW School Street. The final plat includes 40 single-family lots. Setbacks will be designated as Village Lots for 38 lots, and as Estate Lots for two lots. The public improvements proposed for this plat include the construction of SW 17th Street and SW 18th Street between SW Walnut Street and SW School Street. The SW 17th Street cross section is proposed to be 25-foot and the SW 18th Street cross section is proposed to be 27-foot wide, both measured back of curb to back of curb. 8-inch water main will be extended along SW 17th Street and SW 18th Street. 8-inch sanitary sewer exists along SW 18th Street and will be extended along SW 17th Street. Proposed storm sewer infrastructure will be connected to existing networks along SW School Street and SW Walnut Street. Public owned park ground is proposed for Lot P, which contains and existing 75-foot wide Gas Pipeline Easement.

FISCAL IMPACT: **Yes**

Cost participation for sidewalk oversizing in an amount estimated to be \$4,725.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The plat was administratively approved on August 29, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, PLATTED EASEMENTS, WARRANTY DEED TO STREETS AND PARK, SUBDIVISION BOND FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PAVING AND UNDERGROUND IMPROVEMENTS AND AUTHORIZING COST PARTICIPATION FOR SIDEWALK WIDENING FOR HERITAGE PARK AT PRAIRIE TRAIL PLAT 3

WHEREAS, the Director of Community Development of the City of Ankeny, Iowa, administratively approved the final plat for Heritage Park at Prairie Trail Plat 3 on the 29th day of August, 2022; and

WHEREAS, the attorney's title opinion, platted easements, warranty deed to streets and park, subdivision bond for seeding and erosion control, and performance and maintenance bonds for paving and underground improvements, have been submitted and approved by the Director of Community Development of the City of Ankeny, Iowa.

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

1. That the final plat Heritage Park at Prairie Trail Plat 3 is hereby approved; and
2. That the Public Utility Easement and Public Drainage Easement and Public Storm Sewer and Drainage Easement are hereby accepted; and
3. That the Warranty Deed to streets and park is hereby accepted; and
4. That the subdivision bond for seeding and erosion control are hereby accepted; and
5. That the performance and maintenance bonds for paving and underground improvements are hereby accepted; and
6. That the cost participation request for the widening of sidewalk and ramps along the west side of SW School Street to an 8' sidewalk in the amount of \$4,725 (450 LF x \$10.50/LF, no domes) is hereby approved.

PASSED AND APPROVED this 6th day of September 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

INDEX LEGEND

COUNTY: POLK COUNTY, IOWA CITY: ANKENY

LOCATION:
OUTLOTS A, D, E AND LOT V, PRAIRIE TRAIL PARK PLAT 1

REQUESTED BY: DRA PROPERTIES, LC
& PROPRIETOR: c/o TARA MEREDITH
1515 NE 36TH STREET
ANKENY, IOWA 50021
PHONE: (515) 965-5251

DEVELOPER: HUBBELL LAND DEVELOPMENT
c/o STEVE MOSELEY
6900 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266
PHONE: (515) 283-5190

SURVEYOR: ADAM D. SCHOEPPNER, PLS #26306

SURVEY COMPANY: NILLES ASSOCIATES, INC.

RETURN TO: ADAM D. SCHOEPPNER, PLS
NILLES ASSOCIATES, INC.
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023 PH: (515) 965-0123

CERTIFICATION

ADAM D.
SCHOEPPNER
26306

PROFESSIONAL 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.

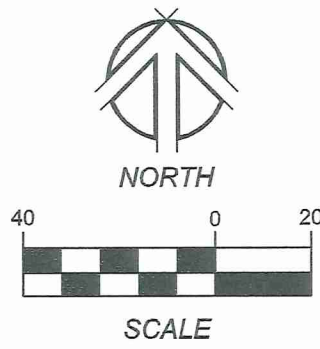
Signature: *Adam D. Schoeppner* 7/15/22
Name: Adam D. Schoeppner, P.L.S. No. 26306 Date
My license renewal date is December 31, 2023 Date of survey: 04/10/22
Pages or sheets covered by this seal: Sheets FP-1 and FP-2 only

I hereby grant administrative approval of the final plat for Heritage Park at Prairie Trail Plat 3 as set forth in the Prairie Trail Planned Unit Development Heritage Park at Prairie Trail Amended Neighborhood Plan and Prairie Trail Southeast Amended Neighborhood Plan.

CITY OF ANKENY, IA

Eric Jensen
Eric Jensen, Director
Community Development Department

ATTEST:
Brenda Hughes 8-29-2022
Brenda Hughes Date
Administrative Assistant



LEGEND

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IP

MPE

A.E.

E.E.

M.E.C.

P.U.E.

S.S.E.

S.T.S.E.

W.E.

D.E.

S.W.M.F.C.

S.W.E.

S.W.F.E.

I.E.E.

(R)

R.O.W.

Found monument 5/8" IR with red cap #18530
Found monument 1/2" IR with yellow cap #15980 unless otherwise noted
Set monument 5/8" IR with blue cap #26306
Round iron rebar (outside diameter)
Round iron pipe (outside diameter)
Minimum Protection Elevation
Access Easement
Electric Easement
MidAmerican Energy Company
Underground Electric Easement
Public Utility Easement
Sanitary Sewer Easement
Storm Sewer Easement
Water main Easement
Drainage Easement
Storm Water Management
Facility Maintenance Covenant
And Permanent Easement
Sidewalk Easement
Surface Water
Flowage Easement
Ingress / Egress Easement
Record dimension
Right - of - way
Subject boundary line
Proposed boundary line
Proposed easement line
Existing boundary line
Existing easement line

SURVEY NOTES

- Land area : 12.71 acres
- Heritage Park at Prairie Trail Plat 3 is part of the amended Heritage Park at Prairie Trail Neighborhood Plan and part of the amended Prairie Trail Southeast Neighborhood Plan, approved by the City of Ankeny.
- Zoning : Prairie Trail Mixed Use Neighborhood Planned Unit Development (Refer to Planned Urban Development guidelines for additional setback restrictions); Restrictions (I.E., building setbacks, height and bulk regulations, etc.) shown hereon are based on information provided and are subject to interpretation.
- The south line of Outlot E, Prairie Trail Park Plat 1, is assumed to bear South 00 degrees 02 minutes 52 seconds East.
- Street Lots A and B are to be dedicated to the City of Ankeny for public right-of-way purposes.
- Lot P is to be dedicated to the City of Ankeny for public park and open space purposes.
- Street lights to be provided by developer.
- 8' sidewalks are required along the west side of SW School Street.
- No franchise utility transformers, switch gears, pedestals or other cabinetry will be situated within a Public Utility Easement within the front or side yard of any residential The intent for said easement is for distribution purposes only. All such above-ground cabinetry shall be placed within the provided Public Utility Easements located in the rear yards of the residential lots or in future easements created in office or commercial parcels.

BENCHMARK

- Top of rim of the sanitary sewer manhole located at the intersection of SW 18th Street and SW Walnut Street. Elevation = 957.64 feet (NAVD88)
- Top of rim of the sanitary sewer manhole located at the intersection of SW 18th Street and SW School Street. Elevation = 954.35 feet (NAVD88)

HERITAGE PARK AT PRAIRIE TRAIL PLAT 3
LEGAL DESCRIPTION

Those parts of Outlots A, D, E and Lot V, PRAIRIE TRAIL PARK PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

Beginning at the southwest corner of Lot 33, HERITAGE PARK AT PRAIRIE TRAIL PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa; thence North 79 degrees 42 minutes 06 seconds East, along the north line of said Outlot A, a distance of 88.01 feet; thence North 81 degrees 22 minutes 11 seconds East, continuing along said north line of Outlot A, a distance of 68.24 feet;

thence North 83 degrees 57 minutes 44 seconds East, continuing along said north line of Outlot A, a distance of 136.37 feet;

thence North 89 degrees 00 minutes 46 seconds East, a distance of 136.26 feet;

thence South 89 degrees 49 minutes 05 seconds East, continuing along said north line of Outlot A, a distance of 68.07 feet;

thence South 85 degrees 55 minutes 28 seconds East, continuing along said north line of Outlot A, a distance of 233.02 feet, to the west line of Lot B, said PRAIRIE TRAIL PARK PLAT 1;

thence South 00 degrees 12 minutes 03 seconds East, along said west line of Lot B, a distance of 102.18 feet;

thence southwesterly 40.58 feet along a curve to the right, tangent to the last described line, continuing along said west line of Lot B, having a radius of 25.00 feet, a delta angle of 93 degrees 00 minutes 00 seconds and a chord distance of 36.27 feet which bears South 46 degrees 17 minutes 57 seconds West;

thence South 03 degrees 00 minutes 59 seconds East, not tangent to the last described curve, continuing along said west line of Lot B, a distance of 53.27 feet;

thence southeasterly 37.96 feet along a curve to the right, not tangent to the last described line, continuing along said west line of Lot B, having a radius of 25.00 feet, a delta angle of 87 degrees 00 minutes 00 seconds and a chord distance of 34.42 feet which bears South 43 degrees 42 minutes 03 seconds East;

thence South 00 degrees 12 minutes 03 seconds East, continuing along said west line of Lot B, a distance of 293.39 feet;

thence southwesterly 39.27 feet along a curve to the right, tangent to the last described line, continuing along said west line of Lot B, having a radius of 25.00 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 35.36 feet which bears South 44 degrees 47 minutes 57 seconds West;

thence South 00 degrees 12 minutes 03 seconds East, not tangent to the last described curve, continuing along said west line of Lot B, a distance of 55.00 feet;

thence southeasterly 39.27 feet along a curve to the right, not tangent to the last described line, continuing along said west line of Lot B, having a radius of 25.00 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 35.36 feet which bears South 45 degrees 12 minutes 03 seconds East;

thence South 00 degrees 12 minutes 03 seconds East, tangent to the last described curve, continuing along said west line of Lot B, a distance of 57.06 feet;

thence southeasterly 85.17 feet along a curve to the left, tangent to the last described line, continuing along said west line of Lot B, having a radius of 281.50 feet, a delta angle of 17 degrees 20 minutes 10 seconds and a chord distance of 84.85 feet which bears South 08 degrees 52 minutes 08 seconds East;

thence southeasterly 15.16 feet along a reverse curve to the right, not tangent to the last described curve, continuing along said west line of Lot B, having a radius of 218.50 feet, a delta angle of 03 degrees 58 minutes 36 seconds and a chord distance of 15.16 feet which bears South 18 degrees 22 minutes 02 seconds East, to the south line of said Outlot E;

thence North 81 degrees 15 minutes 42 seconds West, not tangent to the last described curve, along said south line of Outlot E, a distance of 259.67 feet;

thence South 89 degrees 47 minutes 57 seconds West, continuing along said south line of Outlot E, a distance of 746.29 feet, to the east line of Lot X, PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa;

thence North 14 degrees 05 minutes 40 seconds East, along said east line of Lot X, a distance of 177.35 feet, to the south line of PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 2, an official plat, located in the City of Ankeny, Polk County, Iowa;

thence South 81 degrees 35 minutes 37 seconds East, along said south line of PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 2, a distance of 139.32 feet;

thence southeasterly 114.62 feet along a curve to the left, tangent to the last described line, continuing along said south line of PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 2, having a radius of 977.50 feet, a delta angle of 06 degrees 43 minutes 06 seconds and a chord distance of 114.55 feet which bears South 84 degrees 57 minutes 10 seconds East, to the east line of said PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 2;

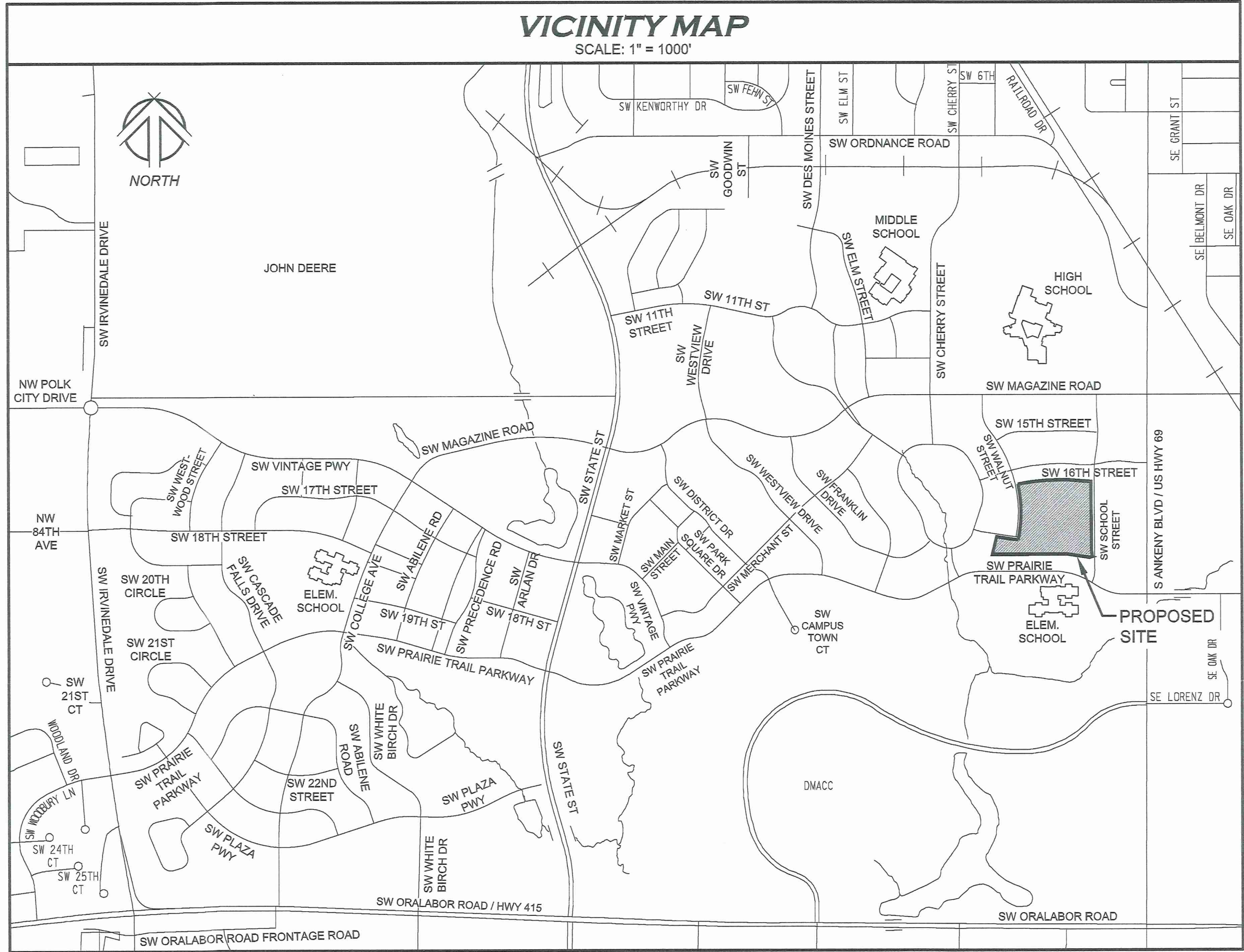
thence North 01 degree 41 minutes 17 seconds East, not tangent to the last described curve, along said east line of PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 2, a distance of 55.00 feet;

thence northwesterly 42.13 feet along a curve to the right, not tangent to the last described line, continuing along said east line of PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 2, having a radius of 25.00 feet, a delta angle of 96 degrees 32 minutes 55 seconds and a chord distance of 37.32 feet which bears North 40 degrees 02 minutes 15 seconds West;

thence northwesterly 473.95 feet along a curve to the left, not tangent to the last described line, continuing along said east line of PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 2, having a radius of 1327.50 feet, a delta angle of 20 degrees 27 minutes 22 seconds and a chord distance of 471.44 feet which bears North 01 degree 59 minutes 29 seconds West, to the Point of Beginning.

Containing 12.71 acres more or less.

Said parcel is subject to all easements and restrictions.



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

NILLES ASSOCIATES

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

REVISIONS:
1. 06/10/22 CITY OF ANKENY TECH REVIEW REVISIONS
2. 07/10/22 CITY OF ANKENY TECH REVIEW REVISIONS
3. 07/10/22 CITY OF ANKENY TECH REVIEW REVISIONS
4. 07/10/22 CITY OF ANKENY TECH REVIEW REVISIONS
5. 07/10/22 CITY OF ANKENY TECH REVIEW REVISIONS
6. 07/10/22 CITY OF ANKENY TECH REVIEW REVISIONS

PROJECT NAME: HERITAGE PARK AT PRAIRIE TRAIL PLAT 3
DRAWN BY: TJH
CHECKED BY: ADS
SHEET SIZE: 24" X 36"
SHEET TITLE: FP-1
SHEET NO.: 1/2

NAI NO.: 22084
DATE: 05/20/2022
DRAWN BY: TJH
CHECKED BY: ADS
SHEET SIZE: 24" X 36"
SHEET TITLE: FP-1
SHEET NO.: 1/2

HERITAGE PARK AT PRAIRIE TRAIL PLAT 3
RECEIVED
JUL 9 2 022
CITY OF ANKENY
FINAL PLAT

V:\NAI\2017\Projects 2017\22084\dwg\22084-FP3.dwg

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	40.58'	25.00'	93°00'00"	36.27'	N46°17'57"E
C2	37.98'	25.00'	67°00'00"	34.42'	N43°42'03"W
C3	39.27'	25.00'	90°00'00"	35.36'	N44°47'57"E
C4	39.27'	25.00'	90°00'00"	35.36'	N45°12'03"W
C5	85.17'	281.50'	17°20'10"	84.85'	N8°52'08"W
C6	15.16'	218.50'	3°58'36"	15.16'	N18°22'02"W
C7	114.82'	977.50'	6°43'06"	114.55'	S84°57'10"E
C8	42.13'	25.00'	98°32'55"	37.32'	S40°02'15"E
C9	473.95'	1327.50'	20°27'22"	471.44'	N1°59'29"W
C10	97.95'	1327.50'	4°13'40"	97.93'	S10°06'20"E
C11	51.40'	1327.50'	2°13'06"	51.39'	N8°52'57"W
C12	49.78'	1327.50'	2°08'55"	49.78'	N4°41'58"W
C13	110.94'	1327.50'	4°47'17"	110.91'	S1°13'50"E
C14	87.00'	1327.50'	3°45'17"	86.98'	N3°02'27"E
C15	76.89'	1327.50'	3°19'06"	76.87'	S8°34'39"W
C16	37.48'	25.00'	85°53'34"	34.07'	S39°19'18"W
C17	39.16'	25.00'	89°44'25"	35.28'	S52°51'42"E
C18	275.70'	1500.00'	10°31'52"	275.31'	S87°32'01"W
C19	85.89'	1526.50'	2°27'55"	85.88'	N83°30'03"E
C20	68.72'	1526.50'	2°34'45"	68.71'	N86°01'23"E
C21	70.02'	1526.50'	2°37'41"	70.01'	N88°37'39"E
C22	70.03'	1526.50'	2°37'42"	70.02'	S88°44'42"E
C23	6.13'	1526.50'	0°13'48"	6.13'	S87°18'57"E
C24	18.38'	1473.50'	0°42'53"	18.38'	S82°37'32"W
C25	75.34'	1473.50'	2°55'46"	75.33'	S84°26'51"W
C26	75.08'	1473.50'	2°55'09"	75.07'	S87°22'19"W
C27	75.01'	1473.50'	2°55'00"	75.00'	N89°42'37"W
C28	27.03'	1473.50'	1°03'04"	27.03'	N87°43'35"W
C29	31.32'	950.00'	1°53'20"	31.32'	N89°15'23"W
C30	30.41'	922.50'	1°53'20"	30.41'	S89°18'23"E
C31	32.23'	977.50'	1°53'20"	32.23'	N89°15'23"W
C32	12.47'	977.50'	0°43'51"	12.47'	N87°56'47"W
C33	75.18'	977.50'	4°24'24"	75.16'	N85°22'40"W





*City Council
Staff Report*

Meeting Date: September 6, 2022

Agenda Item: Heritage Park at Prairie Trail Plat 3 Final Plat
Report Date: August 12, 2022
Prepared By: Deb Gervais, AICP
Senior Planner

Staff Recommendation

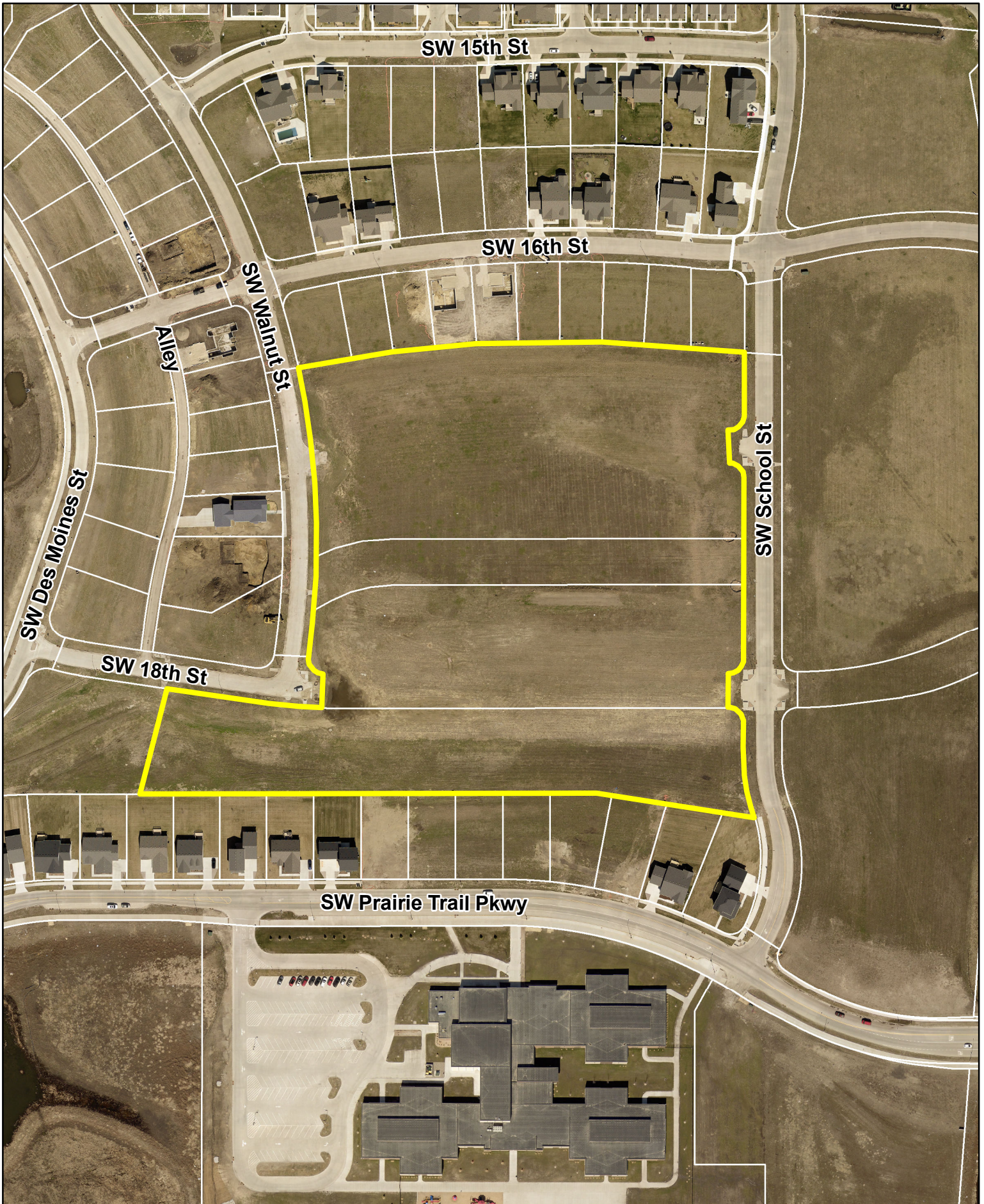
That the final plat for Heritage Park at Prairie Trail Plat 3 is approved.

Project Report

Heritage Park at Prairie Trail Plat 3 is a 12.71-acre plat located north of Prairie Trail Parkway and west of SW School Street. The final plat includes 40 single-family lots. Setbacks will be designated as Village Lots for 38 lots, and as Estate Lots for two lots.

The public improvements proposed for this plat include the construction of SW 17th Street and SW 18th Street between SW Walnut Street and SW School Street. The SW 17th Street cross section is proposed to be 25-foot and the SW 18th Street cross section is proposed to be 27-foot wide, both measured back of curb to back of curb. 8-inch water main will be extended along SW 17th Street and SW 18th Street. 8-inch sanitary sewer exists along SW 18th Street and will be extended along SW 17th Street. Proposed storm sewer infrastructure will be connected to existing networks along SW School Street and SW Walnut Street.

Public owned park ground is proposed for Lot P, which contains and existing 75' Gas Pipeline Easement.



N



1 inch = 200 feet

Date: 7/1/2022

Heritage Park at Prairie Trail Plat 3

May 20, 2022

City of Ankeny
410 West First Street
Ankeny, Iowa 50023

**RE: Heritage Park at Prairie Trail Plat 3
Approval Letter**

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

On behalf of DRA Properties, we are pleased to submit for your review and approval of the Final Plat for Heritage Park at Prairie Trail Plat 3.

The owner has directed Nilles Associates to prepare Plat 3, the final phase, on the remaining 12.17 acres and will create 40 single family, village style residential lots. Lot P will be dedicated to the City of Ankeny as extension of the public park and open space to the west.

This neighborhood lies south of Heritage Park at Prairie Trail Plat 1, north of Heritage Park at Prairie Trail Plat 2, east of SW Walnut Street and west of SW School Street.

The owner respectfully requests cost participation in the amount of \$4,725 (450 LF x \$10.50 LF, no domes) for the widening of the sidewalk and ramps along the west side of SW School Street to an 8' sidewalk.

The goal for this overall design is to strategically plan for residential and commercial uses that honor the Prairie Trail master plan and responsibly integrate with the bordering roadways and public spaces.

The Final Plat has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We would request your review and approval once we've addressed any comments you may have. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further. Thank you very much for your time and consideration.

Sincerely,



Adam D. Schoeppner, PLS
NILLES ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:

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 water main, sanitary sewer and storm sewer in Heritage Park at Prairie Trail 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 WATER MAIN, SANITARY SEWER AND STORM SEWER IN HERITAGE PARK AT PRAIRIE TRAIL PLAT 3

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer and storm sewer associated with Heritage Park at Prairie Trail 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 Community Development Director of the City of Ankeny, Iowa and the City Council have granted approval of the final plat for Heritage Park at Prairie Trail Plat 3.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 6th day of September 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:

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 Heritage Park at Prairie Trail 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 HERITAGE PARK AT PRAIRIE TRAIL PLAT 3

WHEREAS, the plans and specifications for the construction of street paving in Heritage Park at Prairie Trail 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 Community Development Director and the City Council have granted approval of the final plat for Heritage Park at Prairie Trail Plat 3.

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

1. That the plans and specifications, contract, performance and maintenance bonds are hereby approved.
2. That permission is hereby granted the parties of said contract to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 6th day of September 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the southeast quadrant of Ankeny for property owned by NGR Inc.

EXECUTIVE SUMMARY:

NGR INC., has requested annexation into the City of Ankeny. The land subject to the annexation consists of one parcel and is approximately 31.23 acres (+/-) in size. The subject area is generally located north of SE Corporate Woods Drive and east of SE Four Mile Drive within the southeast quadrant of Ankeny.

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
 Staff Report
 Annexation Application
 Annexation Map
 Annexation Exhibit

RESOLUTION

A RESOLUTION RECEIVING AND FILING APPLICATION FOR THE ANNEXATION OF, AND PROVIDING FOR THE GIVING OF NOTICE FOR ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE SOUTHEAST QUADRANT OF ANKENY FOR PROPERTY OWNED BY NGR INC.

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

LEGAL DESCRIPTION:

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

EXCEPTING

The North 780 feet of the following described property:

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

LAYMAN'S DESCRIPTION

Approximately 31.23 acres (+/-) of land adjacent to the southeast quadrant of Ankeny and generally located
north of SE Corporate Woods Drive and east of SE Four Mile Drive.

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.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, as follows:

1. That the application for the proposed annexation area is hereby received and filed.
2. That copies of said application shall be referred to the Plan & Zoning Commission of the City for its review and recommendation.
3. That a consultation meeting with the affected townships and the county Board of Supervisors will be at 11:00 am on September 26, 2022, in the Public Services Building, 1210 NW Prairie Ridge Drive, Conference Room C.

DATED at Ankeny, Iowa, this 6th day of September 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, Deputy Clerk



*City Council
Staff Report*

Meeting Date: September 6, 2022

Agenda Item: NGR Four Mile Drive Annexation
Report Date: August 30, 2022 *ESC*
Prepared by: Bryan Morrissey
Associate Planner

Discussion:

NGR, INC., has requested annexation into the City of Ankeny. The land subject to the annexation consists of one parcel and is approximately 31.23 acres (+/-) in size. The subject area is generally located north of SE Corporate Woods Drive and east of SE Four Mile Drive within the southeast quadrant of Ankeny.

The area subject to the annexation is identified on the current Ankeny Future Land Use Map as Airport Business Park (ABP) and Open Space (OS). If the property is annexed, it will be zoned R-1, One-Family Residence District, consistent with the zoning classification for all newly annexed property into the City of Ankeny. A map has been included showing the property subject to the annexation in relation to the Ankeny's Corporate limits.

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned No property address available; parcel directly south of 6953 NE 29th Street
Ankeny, IA 50021; frontage of ~845' along NE 29th Street, lot extends ~1,595' eastward

Legal Description (if necessary, provide attachment) _____
EX RD EAS W OF LN BEG 60F E OF SW COR THN N 371F NWLY 486F TO N LN- & -EX N 780F- NW 1/4
NW FRL 1/4 & -EX N 780F & S 20.65A E 35.65A- NE FRL 1/4 NW FRL 1/4 SEC 5-79-23

Property Owner(s): NGR Inc.

Address: 206 Main Street, Box 132

Address: Wayne, NE 68787

Phone #: 402-375-3385

Signed by: _____

*Property Owner Signature**

Jim Ruppert
Name (Print/Type)

Date: 08/12/2022

Property Owners Signature

Name (Print/Type)

Date: _____

Property Owners Signature

Name (Print/Type)

Colorado
Fremont
STATE OF ~~IOWA~~, COUNTY OF ~~POLK~~, ss

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

Fremont Colorado
Notary Public in and ~~Polk County, Iowa~~

Michelle Bracco

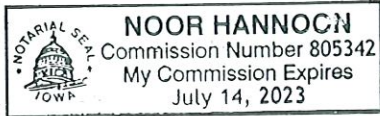
STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

STATE OF IOWA, COUNTY OF POLK, ss

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



Notary Public in and for Polk County, Iowa

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

Applicant / Contact Hubbell Realty Company

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

Phone #: (515) 280-2041

Date: _____

Applicant/Contact

Matt Weller

Name (Print/Type)

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

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

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

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

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

NGR Property in Section 5
(Book 6315, Page 417)

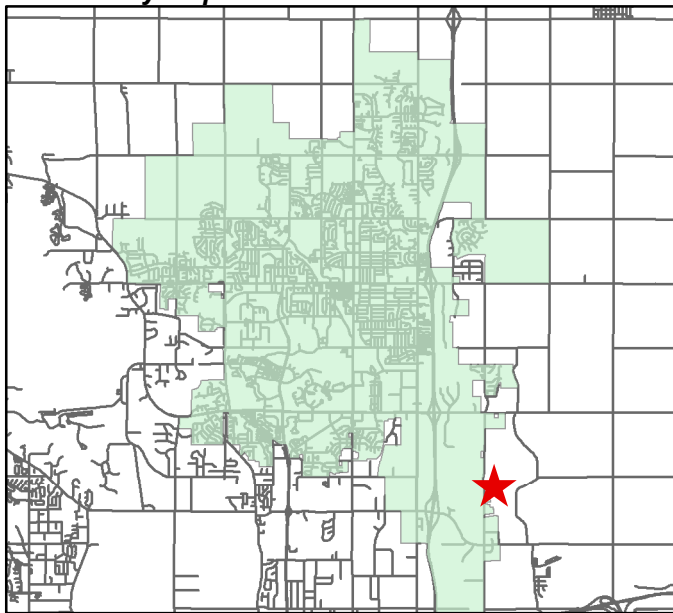
The Northwest Fractional Quarter of the Northwest Fractional Quarter (NW f. 1/4 NW f. 1/4) of Section Five (5); also all of the Northeast Fractional Quarter of the Northwest Fractional Quarter (NE f. 1/4 NW f. 1/4) of Section Five (5), except ten (10) acres in the Northeast Corner thereof (being a tract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

EXCEPTING

The North 780 feet of the following described property:

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

Vicinity Map



LEGAL DESCRIPTION

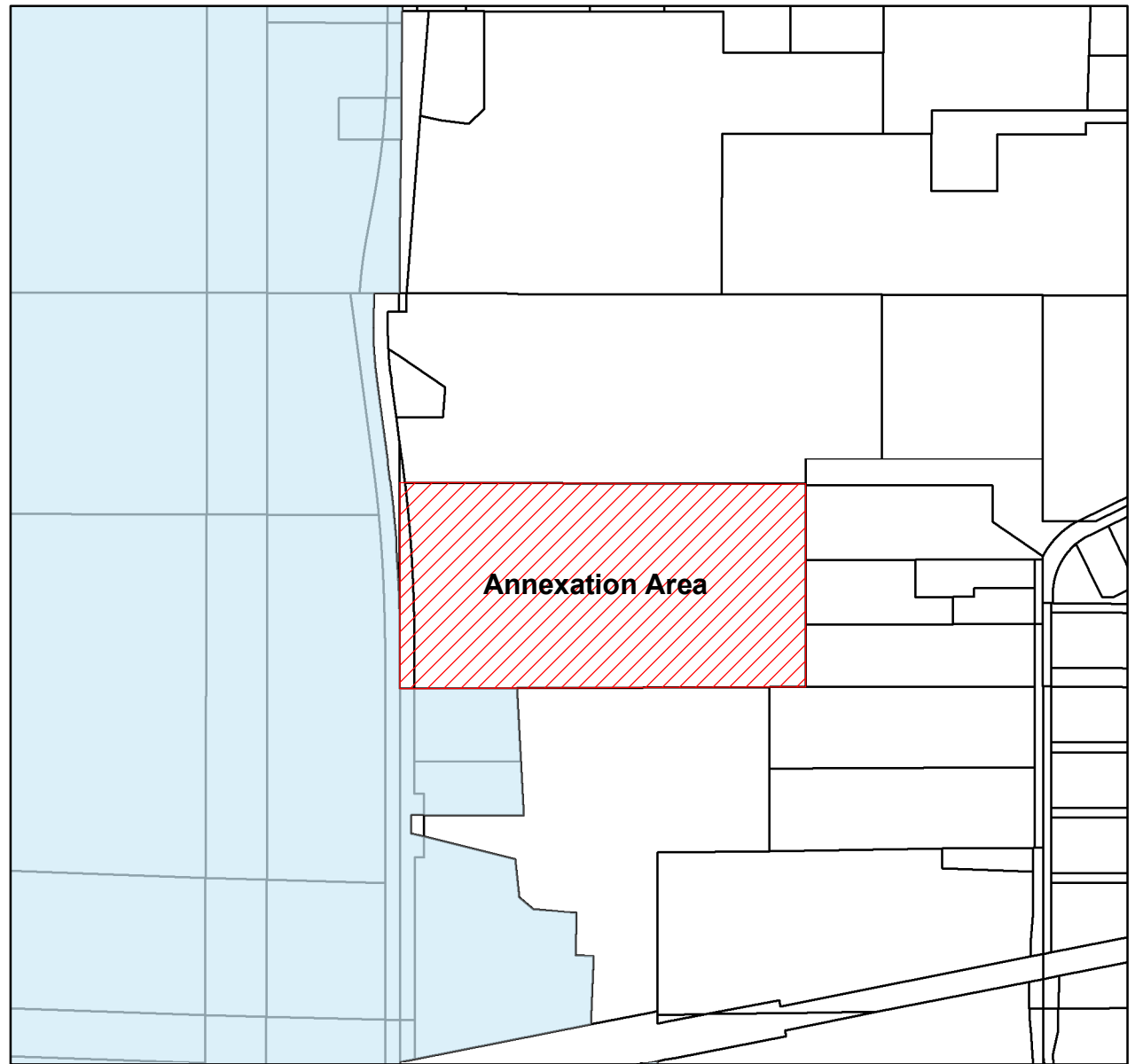
"THE NORTHWEST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NW F. 1/4 NW F. 1/4) OF SECTION FIVE (5); ALSO ALL OF THE NORTHEAST FRACTIONAL QUARTER OF THE NORTHWEST FRACTIONAL QUARTER (NE F. 1/4 NW F. 1/4) OF SECTION FIVE (5), EXCEPT TEN (10) ACRES IN THE NORTHEAST CORNER THEREOF (BEING A TRACT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

EXCEPTING

THE NORTH 780 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

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

Property Owners:
NGR INC



1 inch = 700 feet

Annexation Map

City of Ankeny

**NGR Four Mile Drive
Annexation**

City of Ankeny, Iowa
Community Development Department

Drawn By: BMM

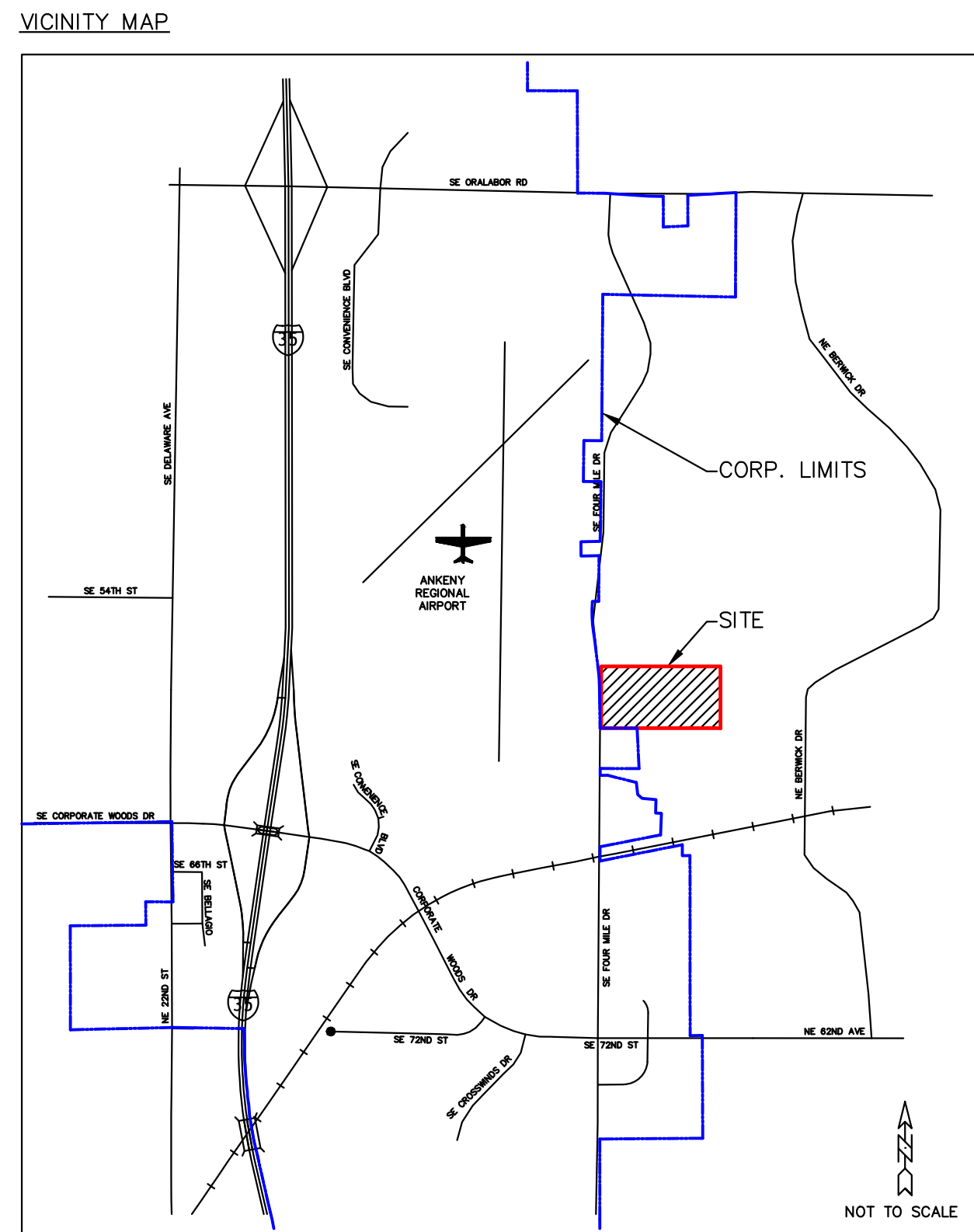
Sheet No.

Checked by:

1 of 1

Date: August 25, 2022

ANKENY, POLK COUNTY, IOWA



ANNEXATION EXHIBIT

NO.	REVISION	DATE	BY	FOR:	LOCATION:	SCALE:	DWG:	CHECKED BY:	DATE:	DRAWN BY:	DFR
						1" = 120'	22-052-ANNEX		8/15/2022		
							FIELD BOOK:	SHEET 1	OF 1	FILE NO.:	22-052



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the Northeast Quadrant of Ankeny.

EXECUTIVE SUMMARY:

The owners of four parcels have requested annexation to the City of Ankeny. The land area petitioned for annexation is 62.43 acres. The proposed annexation area, including non-petitioned parcels and right-of-way, contains 77.4 acres overall. The proposed annexation area is located in the NE portion of the City and generally located East of I-35, north of NE 102nd Avenue, and west of NE 29th Street. There are eight parcels of land within the proposed annexation area that have not petitioned at this time.

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
 Staff Report
 Annexation Application
 Annexation Map
 Annexation Exhibit

RESOLUTION

A RESOLUTION RECEIVING AND FILING APPLICATION FOR THE ANNEXATION OF, AND PROVIDING FOR THE GIVING OF NOTICE FOR ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY

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

LEGAL DESCRIPTION:

LOTS 1 AND 2 NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA. LOTS 1 - 5, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA. OUTLOT Y, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, EXCEPT PARCEL A OF SAID OUTLOT Y, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844. PARCEL A OF SAID OUTLOT Y, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844. THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING EAST OF INTERSTATE 35 AND EXCEPT PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378. PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378. OUTLOT D, GREENWOOD ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA. THE WEST 45 ACRES OF THE SOUTH HALF OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT SAID NURSERY DRIVE ESTATES PLATS 1 & 2. CONTAINING APPROXIMATELY 77.74 ACRES, INCLUDING 2.94 ACRES OF ROAD RIGHT - OF - WAY. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

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

LAYMAN'S DESCRIPTION

Approximately 77.74 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located east of I-35, north of NE 102nd Avenue and west of NE 29th Street.

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.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, as follows:

1. That the application for the proposed annexation area is hereby received and filed.
2. That copies of said application shall be referred to the Plan & Zoning Commission of the City for its review and recommendation.

3. That a consultation meeting with the affected townships and the county Board of Supervisors will be at 10:00 am on September 26, in the Public Services Building, 1210 NW Prairie Ridge Drive, Conference Room C.

DATED at Ankeny, Iowa, this 6th day of September 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



*City Council
Staff Report*

Meeting Date: September 6, 2022

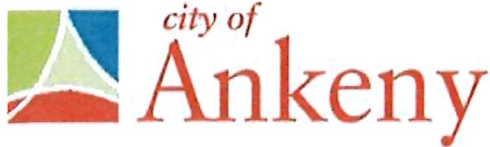
Agenda Item: DRA Properties NE Annexation
Report Date: August 30, 2022
Prepared by: Laura Hutzell
Associate Planner

EJC

Discussion:

The owners of four parcels have requested annexation to the City of Ankeny. The land area petitioned for annexation is 62.43 acres. The proposed annexation area, including non-petitioned parcels and right-of-way, contains 77.74 acres overall. The proposed annexation area is located in the northeast portion of the City and generally located East of I-35, north of NE 102nd Avenue, and west of NE 29th Street. There are eight parcels of land within the proposed annexation area that have not petitioned at this time. If petitions are not received for these parcels, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries.

The annexation area is currently identified in the Comprehensive Plan as primarily Low Density Residential with an area of Office/Business Park located in the NW corner adjacent to I-35 and Open Space/Floodplain in the SW Corner. If the property is annexed, it will be initially zoned R-1, One-Family Residence District, consistent with all property newly annexed into the City of Ankeny. A map has been included to show the annexation area in relation to the Ankeny City limits.



bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 2538 NE 102nd Drive, Ankeny, Iowa 50021.

Geoparcels 8023-07-451-010, 8023-07-451-001, and 8023-07-300-009. 49.77 acres total

Legal Description (attach, if lengthy) See Attached

Property Owner(s): DRA Properties, LC

Address: 1525 NE 36th Street

Address: Ankeny, IA 50021

Phone #: 515-965-5249

Applicant / Contact DRA Properties / Dennis Albaugh

Address 1525 NE 36th Street, Ankeny, IA 50021

Phone #: 515-965-5249

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

Date: _____
(Property Owners)

Date: _____
(Property Owners)

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

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

RECEIVED

Original Signatures are Required

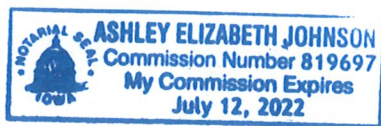
JUN 08 2022

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

STATE OF IOWA

COUNTY OF POLK

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



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

STATE OF IOWA

COUNTY OF POLK

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

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

Notary Public in and for
Polk County, Iowa

EXHIBIT "A"
LEGAL DESCRIPTION

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

AND

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

AND

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

Statement of Authority
(Iowa Code § 489.302)

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

Executed this 5th day of May, 2011

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

STATE OF IOWA)
) ss.
COUNTY OF POLK)

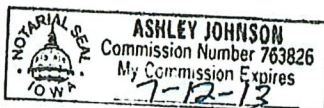
The foregoing instrument was acknowledged before me this 5th day of May, 2011 by Dennis Albaugh.

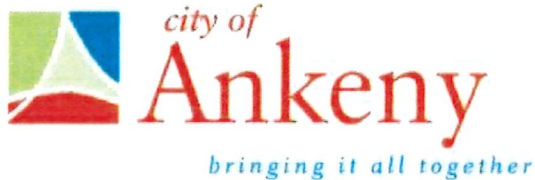
Witness my hand and official seal.

My commission expires:

7-12-13


Notary Public





ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

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

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

Property Owner(s): Colin and Ashley Panzi

Address: 2604 NE 13th Ct

Address: Ankeny, Iowa 50021

Phone #: _____

Applicant / Contact _____

Address _____

Phone #: _____

Signed by: _____

Colin Panzi
(Property Owner) *

Date: _____

8/2/22

[Signature]
(Property Owners)

Date: _____

8/2/22

Date: _____

(Property Owners)

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

and: _____

(Applicant/Contact)

Date: _____

Original Signatures are Required

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

STATE OF IOWA

COUNTY OF POLK

On this 20th day of August, 2022, before me, a Notary Public in and for Polk County, personally appeared Colin & Ashley Danzi, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.



Michael Hidder
Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

Notary Public in and for
Polk County, Iowa

STATE OF IOWA

COUNTY OF POLK

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

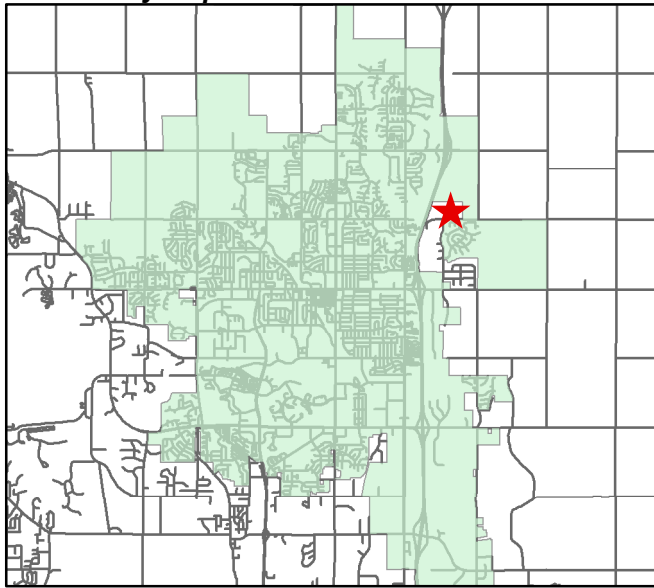
Notary Public in and for
Polk County, Iowa

Exhibit "A"
LEGAL DESCRIPTION

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

Subject to all covenants, restriction and easements of record.

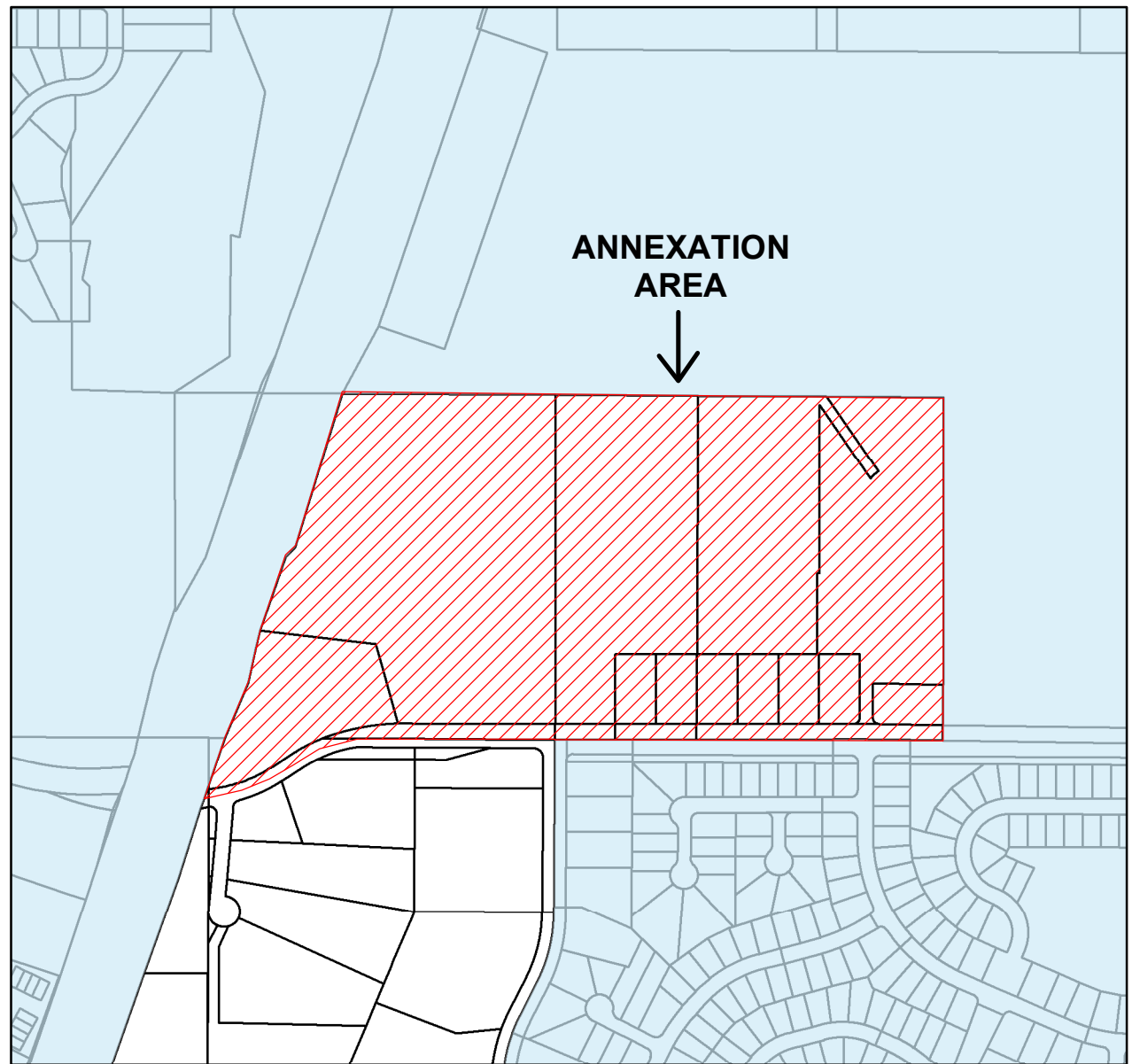
Vicinity Map



LOTS 1 AND 2 NURSERY DRIVE ESTATES PLAT 1, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA. LOTS 1 - 5, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA. OUTLOT Y, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, EXCEPT PARCEL A OF SAID OUTLOT Y, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844. PARCEL A OF SAID OUTLOT Y, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844. THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING EAST OF INTERSTATE 35 AND EXCEPT PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378. PARCEL B OF SAID THE EAST 44 ACRES OF THE SOUTH HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 07, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 7242, PAGE 378. OUTLOT D, GREENWOOD ACRES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA. THE WEST 45 ACRES OF THE SOUTH HALF OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 07, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT SAID NURSERY DRIVE ESTATES PLATS 1 & 2. CONTAINING APPROXIMATELY 77.74 ACRES, INCLUDING 2.94 ACRES OF ROAD RIGHT - OF - WAY.

SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

Property Owners: DRA Properties LC, Colin & Ashley Panzi, William M. & Bobbi J. Rieck Revocable Trust, Martin K. & Judith A. Vogel Family Trust, Jesse E. & Lacey J. Baldwin, Wallace D. & Lana M. Shea, Ryan & Laura Parker, Richard J & Julie R Day, Brett & Jessica Snyder, Scott & Suzanne Campbell



1 inch = 650 feet

Annexation Map

City of Ankeny

**DRA PROPERTIES
NE ANNEXATION**

**Sheet No.
1 of 1**

**City of Ankeny, Iowa
Planning and Building Department**

Drawn By: LH

Checked by:

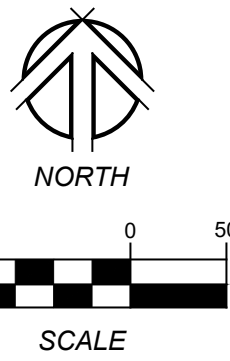
Date: August 30, 2022

DEVELOPER

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

LEGEND

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



LEGAL DESCRIPTION

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

LOTS 1 - 5, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA.

OUTLOT Y, NURSERY DRIVE ESTATES PLAT 2, AN OFFICIAL PLAT, LOCATED IN POLK COUNTY, IOWA, EXCEPT PARCEL A OF SAID OUTLOT Y, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 10265, PAGE 844.

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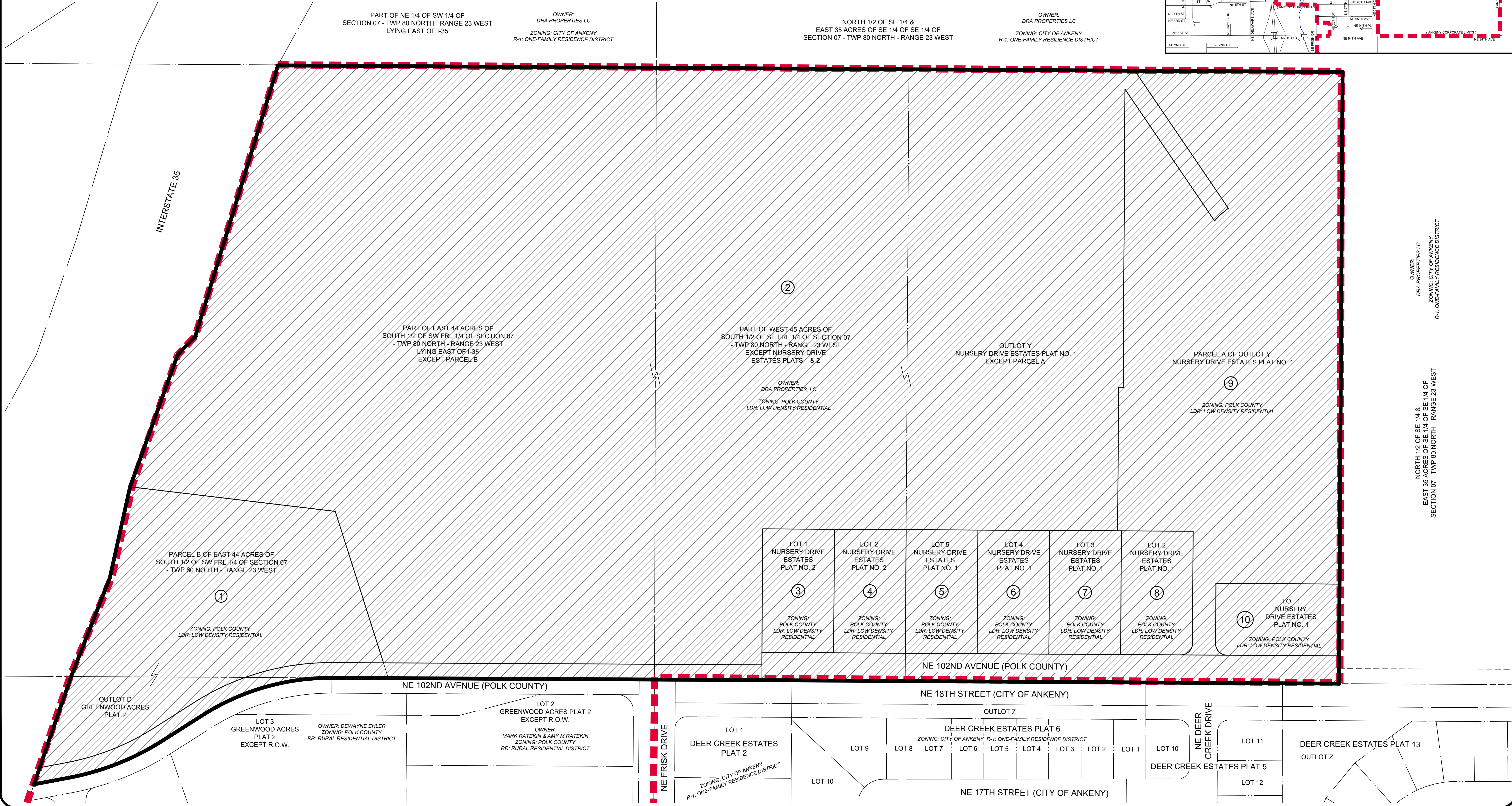
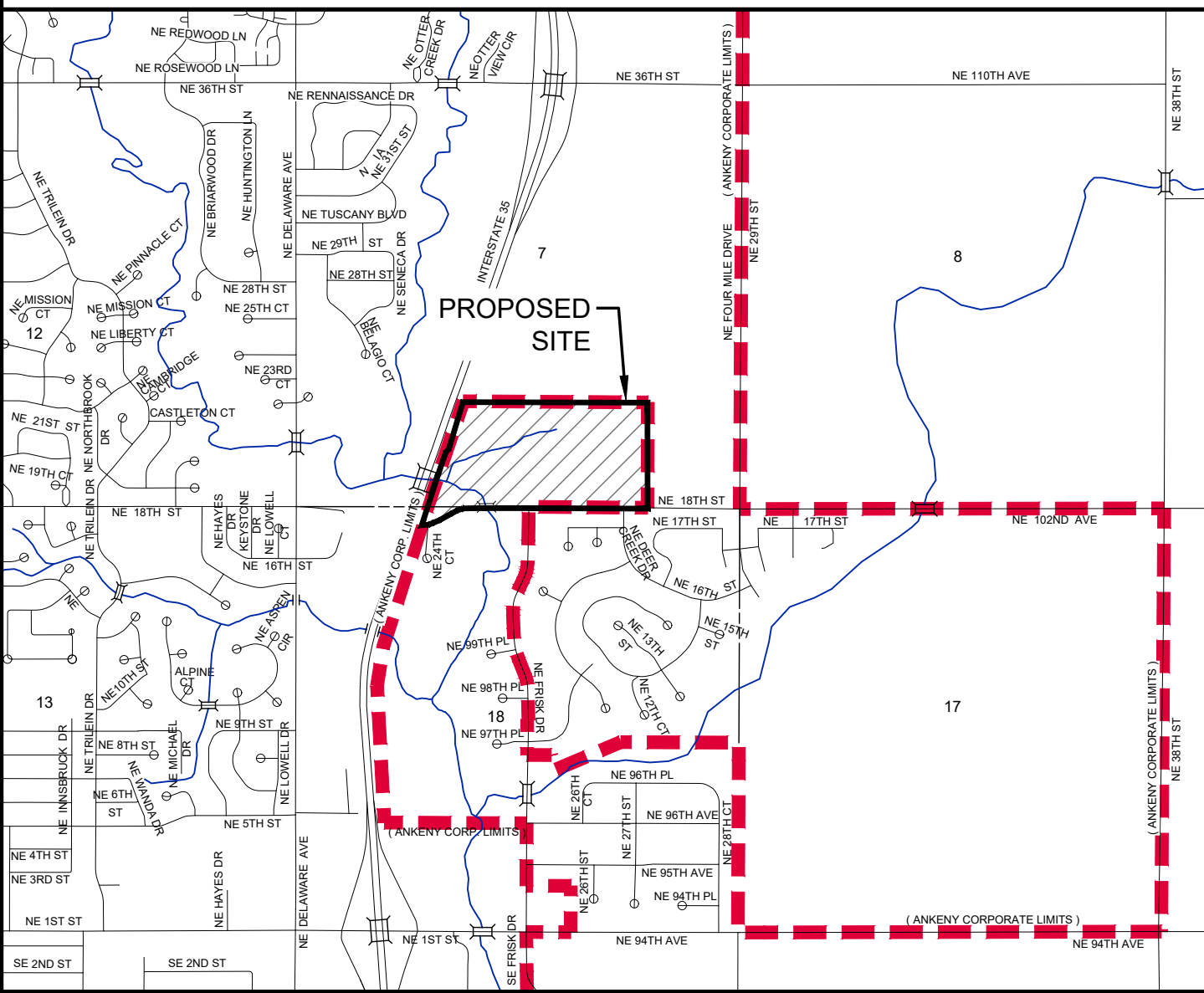
CONTAINING APPROXIMATELY 77.74 ACRES, INCLUDING 2.94 ACRES OF ROAD RIGHT - OF - WAY.

SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL #	PROPERTY OWNERS	LEGAL DESCRIPTION	PARCEL AREA	% OF ANNEX AREA	CONSENTING OWNERS
1	SCOTT CAMPBELL & SUZANNE CAMPBELL	PARCEL B OF EAST 44 ACRES OF SOUTH 1/2 OF SW FRL 1/4 OF SECTION 07-80-23 WEST & OUTLOT D, GREENWOOD ACRES PLAT 2	5.73	ACRES 7.66%	
2	DRA PROPERTIES, LC	PART OF WEST 45 ACRES OF SOUTH 1/2 OF SE FRL 1/4 OF SECTION 07-80-23 & PART OF EAST 44 ACRES OF SOUTH 1/2 OF SW FRL 1/4 OF SECTION 07-80-23	50.97	ACRES 68.14%	X
3	BRETT SNYDER & JESSICA SNYDER	LOT 1, NURSERY DRIVE ESTATES PLAT NO. 2	0.95	ACRES 1.27%	
4	RICHARD J DAY & JULIE R DAY	LOT 2, NURSERY DRIVE ESTATES PLAT NO. 2	0.95	ACRES 1.27%	
5	RYAN PARKER & LAURA PARKER	LOT 5, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES 1.27%	
6	WALLACE D SHEA & LANA M SHEA	LOT 4, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES 1.27%	
7	JESSE E BALDWIN & LACEY J BALDWIN	LOT 3, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES 1.27%	
8	MARTIN K VOGEL & JUDITH A VOGEL FAMILY TRUST	LOT 2, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES 1.27%	
9	COLIN PANZI & ASHLEY PANZI	PARCEL A OF OUTLOT Y, NURSERY DRIVE ESTATES PLAT NO. 1	11.46	ACRES 15.32%	X
10	WILLIAM M RIECK & BOBBI J RIECK	LOT 1, NURSERY DRIVE ESTATES PLAT NO. 1	0.95	ACRES 1.27%	
	ROAD R.O.W.		2.94	ACRES	
		TOTAL AREA	77.74	ACRES	
		NET AREA LESS R.O.W.	74.80	ACRES	
		CONSENT AREA	68.16	ACRES	
		CONSENT %		83.46%	

VICINITY MAP

SCALE: 1" = 2000'



REVISIONS:

1) CORRECTED - INCLUDED CAMPBELL PROPERTY
2) CORRECTED - ADDED LOT 10
3) CORRECTED - ADDED LOT 11
4) CORRECTED - ADDED LOT 12
5) CORRECTED - ADDED LOT 13
6) CORRECTED - ADDED LOT 14
7) CORRECTED - ADDED LOT 15

ANNEXATION TO THE CITY OF ANKENY

PROJECT NAME

ANNEXATION EXHIBIT "A"



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving the final plat for 7AZU Development Plat 2, subject to applicable Polk County subdivision requirements in lieu of City of Ankeny subdivision regulations.

EXECUTIVE SUMMARY:

The subject plat is 7.16 acres (+/-) and is located adjacent to the Ankeny corporate limits—southwest of the intersection at SW Irvinedale Drive and SW Vintage Parkway/NW Polk City Drive. The plat lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is directly adjacent to the corporate limits; however, the plat area is not located within the City of Ankeny planning boundary.

The plat area is zoned under Polk County as GC, General Commercial District; and it is not indicated in The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map since it is not located within the planning boundary. The applicant is proposing to subdivide the current singular lot into two lots—one of which is currently developed as self-storage, while the newly created lot will facilitate the construction of future development. The plat area will continue to utilize City of Ankeny sanitary sewer and Des Moines Water Works water main.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on July 19, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION APPROVING THE FINAL PLAT FOR 7AZU DEVELOPMENT PLAT 2, SUBJECT TO APPLICABLE POLK COUNTY SUBDIVISION REQUIREMENTS IN LIEU OF CITY OF ANKENY SUBDIVISION REGULATIONS

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for 7AZU Development Plat 2 on the 19th day of July, 2022; and

WHEREAS, the Commission also recommended that the subdivision comply with applicable Polk County Subdivision Requirements in lieu of the Ankeny Subdivision Regulations; and

WHEREAS, the plat area is located within the two-mile subdivision review authority of the City of Ankeny, Iowa, and adjacent to the Ankeny corporate limits; however, the plat area is not within a planned growth or annexation area of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the final plat for 7AZU Development Plat 2 is hereby approved, subject to applicable Polk County Subdivision Requirements in lieu of City of Ankeny Subdivision Regulations.

PASSED AND APPROVED this 6th day of September, 2022.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes
Plan & Zoning Commission Meeting

Tuesday, July 19, 2022

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

CALL TO ORDER

Chair G.Hunter called the July 19, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item 3. 7AZU Development Plat 2 - Final Plat (County)

Motion to recommend City Council approval of the 7AZU Development Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Motion by T.Rapp to approve the recommendations for Consent Agenda Items #1 - #3. Second by T.Ripper. All voted aye. Motion carried 6 – 0.

INDEX LEGEND
CITY: N/A
COUNTY: POLK
SUB: 7AZU DEVELOPMENT PLAT 1
LOT(S): LOT 1
PROPRIETOR: ERIC & CAROL ZIEL REV. TRUST, ET AL
REQUESTED BY: DUSTIN LEO
SURVEYOR: PATRICK SHELQUIST
COMPANY: MCCLURE
RETURN TO: PATRICK SHELQUIST
1360 NW 121ST STREET, STE A
CLIVE, IOWA 50325 / 515-964-1229

OWNER/APPLICANT
ERIC & CAROL ZIEL REV. TRUST / LEO INVESTMENTS, LLC /
T. LEO CAPITAL, LLC / KELLEN VANCE / SPENCER VANCE
2310 SE DELAWARE AVE, STE G290
ANKENY, IOWA
(515) 964-1229 EXT. 2041
DLEO@MCCLUREVISION.COM
ATTN: DUSTIN LEO

ENGINEER/SURVEYOR
MCCLURE ENGINEERING
335 SE ORALABOR ROAD
ANKENY, IOWA 50021
(515) 512-1361 EX: 2035
PSHELQUIST@MCCLUREVISION.COM
ATTN: PATRICK SHELQUIST

SITE ADDRESS
1792 NW POLK CITY DRIVE
ANKENY, IOWA 50023

FINAL PLAT

7AZU DEVELOPMENT PLAT 2

MINOR SUBDIVISION

POLK COUNTY, IOWA

LEGAL DESCRIPTION
(PER QUIT CLAIM DEED FILED IN BOOK 19135, PAGE 405)

RECEIVED
AUG 30 2022
CITY OF ANKENY

LOT 1, 7AZU DEVELOPMENT PLAT 1, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA.

GENERAL NOTES

- ANY ACCESS RESTRICTION MAY BE REVISED OR REMOVED BY THE POLK COUNTY PUBLIC WORKS DEPARTMENT. NO DRIVEWAY IS ALLOWED ACCESS TO NW IRVINE DALE DR. DRIVEWAY ACCESS TO NW IRVINE DALE DR. CAN ONLY BE REVISED OR REMOVED BY THE CITY OF ANKENY.
- POST DEVELOPMENT RUNOFF WILL NOT AVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNER
- CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER
- MAINTENANCE OF ALL DRAINAGE EASEMENTS TO BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- SERVICES TO ALL UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
- WATER AND SEWAGE DISPOSAL FOR THIS PROPERTY TIES INTO CITY OF ANKENY SANITARY SEWER LINE RUNNING NEAR THE NORTH PROPERTY LINE OF THE SUBJECT PROPERTY.
- WATER MAIN SERVICING THIS PROPERTY IS OWNED BY DES MOINES WATER WORKS.
- A VIDEO INSPECTION OF THE EXISTING SANITARY SEWER WILL NEED TO BE DONE AFTER THE SERVICE FOR THIS LOT IS ADDED AND PROVIDED TO THE CITY FOR APPROVAL. THE CONNECTION TO THE MAIN MUST BE MADE WITH A MANUFACTURED WYE AT LEAST 7' FROM THE MANHOLE
- ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
- PROPERTY OWNER WILL BE RESPONSIBLE FOR INSTALLING STREET LIGHTS AND SIDEWALKS IF ANNEXED INTO THE CITY OF ANKENY.

BULK REGULATIONS

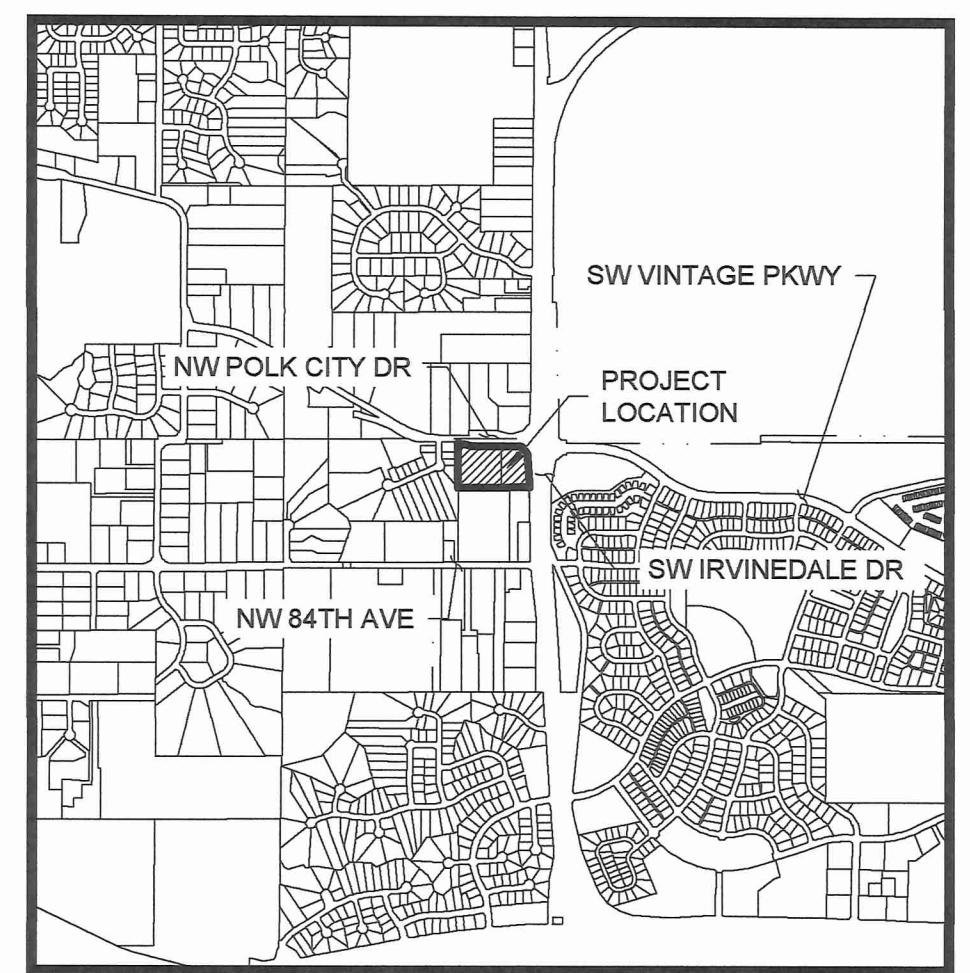
ZONING: GC - GENERAL COMMERCIAL DISTRICT

GC BULK REGULATIONS:
BUILDING HEIGHT: 35 FEET MAXIMUM
FRONT YARD SETBACK: 50 FEET
SIDE YARD SETBACK: 15 FEET
REAR YARD SETBACK: 15 FEET
MINIMUM BUILDING SPACING: 30 FEET

FLOOD INFORMATION

PANEL NUMBER: 19153C0185F
EFFECTIVE DATE: 2/1/2019
ZONE: ZONE X - AREA OF MINIMAL FLOOD HAZARD

GENERAL LEGEND
— SURVEY BOUNDARY
- - - PROPOSED LOT
- - - EXIST PROPERTY LINE
- - - SECTION LINE
- - - SETBACK LINE
- - - PROPOSED EASEMENT
- - - EXIST EASEMENT
MONUMENTS FOUND
▲ SECTION CORNER (TYPE AS NOTED)
■ 1/2" PIPE
● (UNLESS NOTED OTHERWISE)
MONUMENTS SET:
▲ SECTION CORNER
△ 1/2" REBAR W/PC #24477
○ 1/2" REBAR W/PC #24477
⊞ CUT X
FND FOUND
BK PG BOOK AND PAGE
(M), (R) MEASURED, RECORDED
R.O.W. RIGHT-OF-WAY
P.U.E. PUBLIC UTILITY EASEMENT
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT



VICINITY MAP

1" = 2000'

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PATRICK SHELQUIST
24477

DATE SURVEYED: 5/10/2022

THIS SHEET

DATE: 8/30/2022

7AZU DEVELOPMENT PLAT 2
FINAL PLAT

ENGINEER: C. CARLETON
DRAWN BY: 7/7/22
SURVEYOR: P. SHELQUIST
CHECKED BY: 8/23/22
DATE: 8/23/22

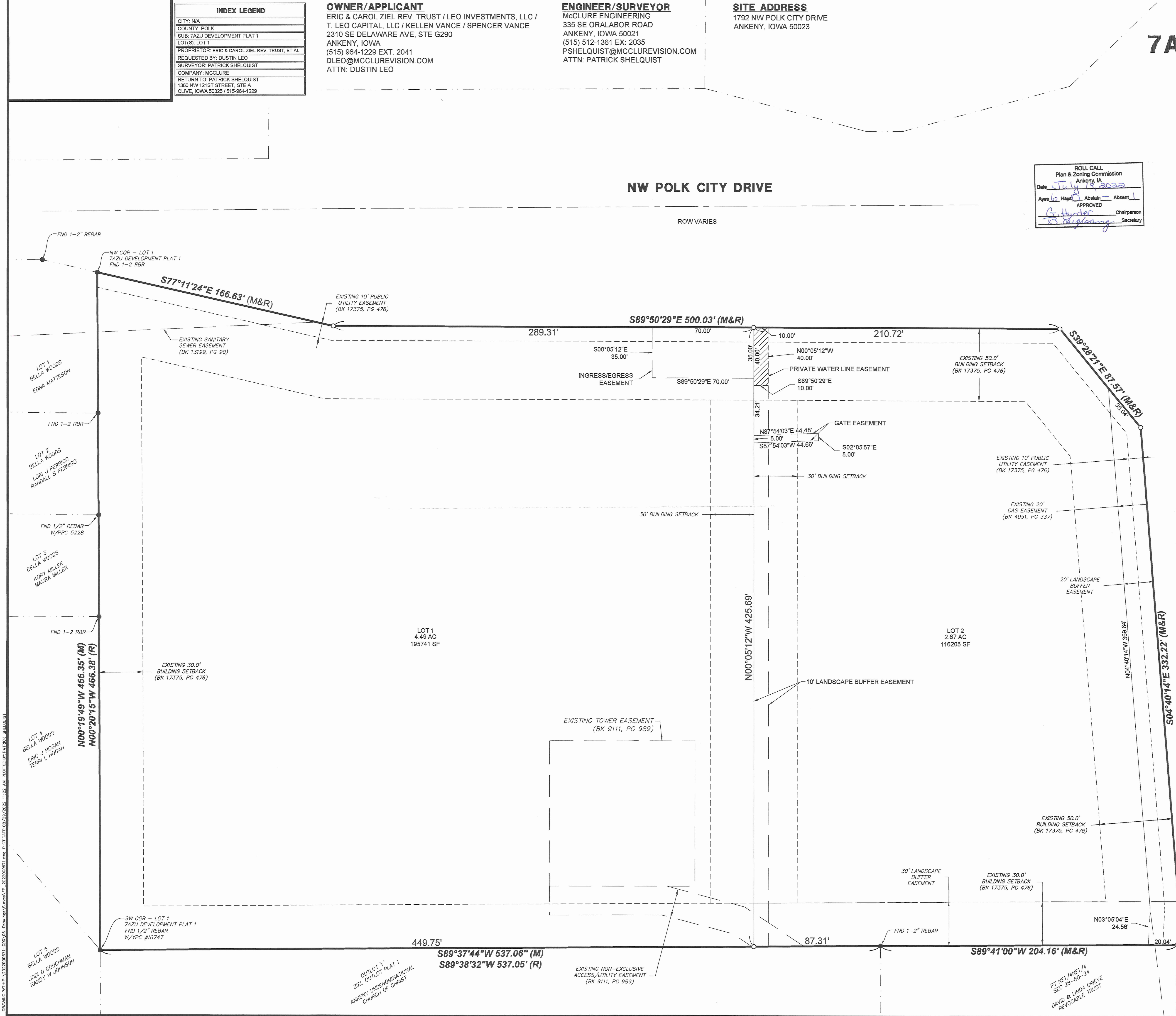
ANKENY, IOWA
POLK COUNTY
06/15/2022

SHEET NO. 01/01
DRAWING NO. FP

2022000671

making lives better.

335 SE Orallabor Road
Ankeny, Iowa 50021
515-964-2370





*Plan and Zoning Commission
Staff Report*

Meeting Date: July 19, 2022

Agenda Item: 7AZU Development Plat 2 – Preliminary Plat & Final Plat (County)
Report Date: June 27, 2022
Prepared by: Derek Silverthorn
Associate Planner

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of the 7AZU Development Plat 2 Preliminary Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

That the Plan and Zoning Commission recommend City Council approval of the 7AZU Development Plat 2 Final Plat, subject to applicable Polk County Subdivision Requirements in lieu of the City of Ankeny Subdivision Regulations.

Project Summary

The subject plat is 7.16 acres (+/-) and is located adjacent to the Ankeny corporate limits—southwest of the intersection at SW Irvinedale Drive and SW Vintage Parkway/NW Polk City Drive. The plat lies within the state statutory two-mile subdivision review area for the City of Ankeny, and is directly adjacent to the corporate limits; however, the plat area is not located within the City of Ankeny planning boundary.

The plat area is zoned under Polk County as GC, General Commercial District; and it is not indicated in The Ankeny Plan 2040 Comprehensive Plan Future Land Use Map since it is not located within the planning boundary. The applicant is proposing to subdivide the current singular lot into two lots—one of which is currently developed as self-storage, while the newly created lot will facilitate the construction of future development. The plat area will continue to utilize City of Ankeny sanitary sewer and Des Moines Water Works water main.

Staff recommends the City of Ankeny defer to Polk County Subdivision Requirements.





1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

7.8.2022

Ankeny City Council
City of Ankeny City Council Chambers
Ankeny Kirkendall Public Library
1250 SW District Drive,
Ankeny, Iowa 50023

RE: 7AZU DEVELOPMENT PLAT 2 PRELIMINARY PLAT AND FINAL PLAT
MEC# 2022671-000

Dear Honorable City Council Members,

On behalf of the Eric & Carol Ziel Revocable Trust, Leo Investments, LLC, T. Leo Capital, LLC, Kellen Vance, and Spencer Vance, we respectfully request your approval of the 7AZU Development Plat 2 Preliminary Plat and Final Plat located at 1792 NW Polk City Drive, Ankeny, Iowa 50023.

The proposal for Plat 2 is that Lot 1 will remain the existing Safekeep self-storage facility. Lot 2 will become a buildable lot that can be sold for future development.

Access to the development will be from NW Polk City Drive. No driveway is allowed access to NW Irvinedale Drive. Driveway access to NW Irvinedale Drive can only be revised or removed by the City of Ankeny.

Thank you for your consideration of approval of this project.

Sincerely,

McClure Engineering Company

Patrick Shelquist, PLS
Project Manager

Cc: Eric & Carol Ziel Revocable Trust
Leo Investments, LLC
T. Leo Capital, LLC
Kellen Vance
Spencer Vance



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to grant preliminary approval of Centennial Ridge Plat 3; and authorize cost-participation request for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be \$4,327.00.

EXECUTIVE SUMMARY:

The Centennial Ridge Plat 3 is a proposed 5.85-acre (+/-) plat located east of NW Irvinedale Drive and south of NW 27th Street. The subject plat creates 16 single-family lots and a street lot. The plat area is zoned R-3, Multiple Family Residence District, restricted to single-family residential. This proposed plat aligns with the approved Centennial Ridge Preliminary Plat.

FISCAL IMPACT: **Yes**

Cost-participation request for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be \$4,327.00

CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval of Centennial Ridge Plat 3.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on August 2, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Minutes
 Staff Report
 Map
 Applicant Letter
 Final Plat

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, August 2, 2022
Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa

CALL TO ORDER

Chair G.Hunter called the August 2, 2022 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #2. Centennial Ridge Plat 3 Final Plat

Motion to recommend City Council approval of Centennial Ridge Plat 3 Final Plat; and recommend City Council authorization of cost-participation for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be at \$4,327.00.

Motion by R.Weisheit to approve the recommendations for Consent Agenda Items #1 - #4. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

Commissioner A.Renaud arrived at 6:33 p.m.

Agenda Item: Centennial Ridge Plat 3 – Final Plat
Report Date: July 27, 2022
Prepared by: Jake Heil *ESC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Centennial Ridge Plat 3 Final Plat; and recommend City Council authorization of cost-participation request for sidewalk oversizing and truncated domes along NW Reinhart Drive in the amount estimated to be 4,327.00.

Project Summary:

The Centennial Ridge Plat 3 is a proposed 5.85-acre (+/-) plat located east of NW Irvinedale Drive and south of NW 27th Street. The subject plat creates 16 single-family lots and a street lot. The plat area is zoned R-3, Multiple Family Residence District, restricted to single-family residential. This proposed plat aligns with the approved Centennial Ridge Preliminary Plat.

Project Report:

- Streets:** The proposed plat will be primarily accessed via NW Reinhart Drive from the east. The plat extends NW Reinhart Drive 470 feet to the west. NW Lindwood Court is a proposed cul-de-sac that extends south from NW Reinhart Drive. All proposed roads in the development will be required to have five-foot sidewalks. The developer also proposes an 8-foot trail along the north side of NW Reinhart Drive for a total cost-sharing estimate of \$4,327.00 for sidewalk upsizing and truncated domes.
- Water:** The existing 10-inch water main will be extended east along NW Reinhart Drive. 8-inch water will be extended south along NW Linwood Court.
- Sewer:** The existing 8-inch sanitary sewer main will be extended east along NW Reinhart Drive. 8-inch sanitary sewer will be extended throughout the remainder of the development.
- Drainage:** The existing 42-inch storm sewer main will be extended west along NW Reinhart Drive, tapering down to a 36-inch main at NW Linwood Court. Generally, stormwater in this development will flow to the 42-inch main, which drains to the east, outletting into a detention pond in Outlot Z from Centennial Ridge Plat 1. From there stormwater eventually drains south and west towards the Des Moines River.
- Parkland:** Outlot Y in Centennial Ridge Plat 1 was dedicated as parkland. This 1.88-acre parcel is currently the Centennial Park. Any additional requirements would be met through cash in lieu of land dedication.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Centennial Ridge Plat 3
NAME OF OWNER/ DEVELOPER: Jerry's Homes

GENERAL INFORMATION:

PLAT LOCATION: East of NW Irvinedale Drive; south of NW 27th Street.
SIZE OF PLAT: 5.85 acres
ZONING: R-3, Multiple Family Residence District, restricted to single-family

LOTS:

NUMBER: 16 single-family lots; 1 street lot
SIZE/DENSITY: 2.74 units per acre
USE: Residential
BUILDING LINES: Lots 1-16
Front: 30'
Rear: 35'
Side: 17' (>1-Story – 8' min. one side)
15' (1-Story – 7' min. one side)

PARK SITE DEDICATION:

Outlot Y in Centennial Ridge Plat 1 was dedicated as parkland. This 1.88-acre parcel is currently the Centennial Park. Any additional requirements would be met through cash in lieu of land dedication.

ADJACENT LANDS:

NORTH: R-3, Multiple Family Residence District; Centennial Estates Plat 3
SOUTH: R-3, Multiple Family Residence District; Trestle Crossing Plat 3
EAST: R-3, Multiple Family Residence District; Centennial Ridge Plat 2
WEST: R-3, Multiple Family Residence District; Future Centennial Ridge Plat

STREET DEVELOPMENT:

NAME: NW Reinhart Drive
LENGTH: Approximately 470'
CLASSIFICATION: Minor Collector
R.O.W. (REQ'D./PROV.): 70'/70'
PAVEMENT WIDTH: 31'

NAME: NW Linwood Court
LENGTH: Approximately 253'
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 5.85 acres of developable land X 1,800 gal. per day/medium density residential= 10,530 GPD

WRA CAPACITY: 11.2 MGD; current daily avg. 4.4 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Rock Creek Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Saylorville Reservoir Drainage Area.

WATER SYSTEM:

USAGE: 16 units X 3 pers. per house X 100 gal. per day/person = 4,800 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



Date: 7/27/2022

Centennial Ridge Plat 3 Final Plat



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

July 22, 2022

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Eric Carstens
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: Centennial Ridge Plat 3
Construction Drawings Approval & Preliminary Approval of Final Plat

Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of Jerry's Homes, Inc., we submit herewith the following final plat and construction drawings for review and approval. The project area contains 5.85 acres and is located west of the intersection of NW Reinhart Drive and NE 61st Street. The final plat includes the development of 16 single family lots adhering to the R-3 Multiple Family Residential District zoning. We are requesting that preliminary approval of the final plat be granted by City Council. We will bring the final plat with bonds back before the City Council for approval once construction is complete. We would like to request cost sharing for 374 linear feet of upsized sidewalk (\$3,927) and two cast iron domes (\$400).

Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.

INDEX LEGEND

LOCATION: SEC 10-80-24, NW1/4 SW1/4
REQUESTOR: JERRY'S HOMES INC
PROPRIETOR: JERRY'S HOMES INC
3900 WESTOWN PKWY STE 100
WEST DES MOINES IA 50266-1054
SURVEYOR: MICHAEL A. BROONER
COMPANY: CIVIL DESIGN ADVANTAGE

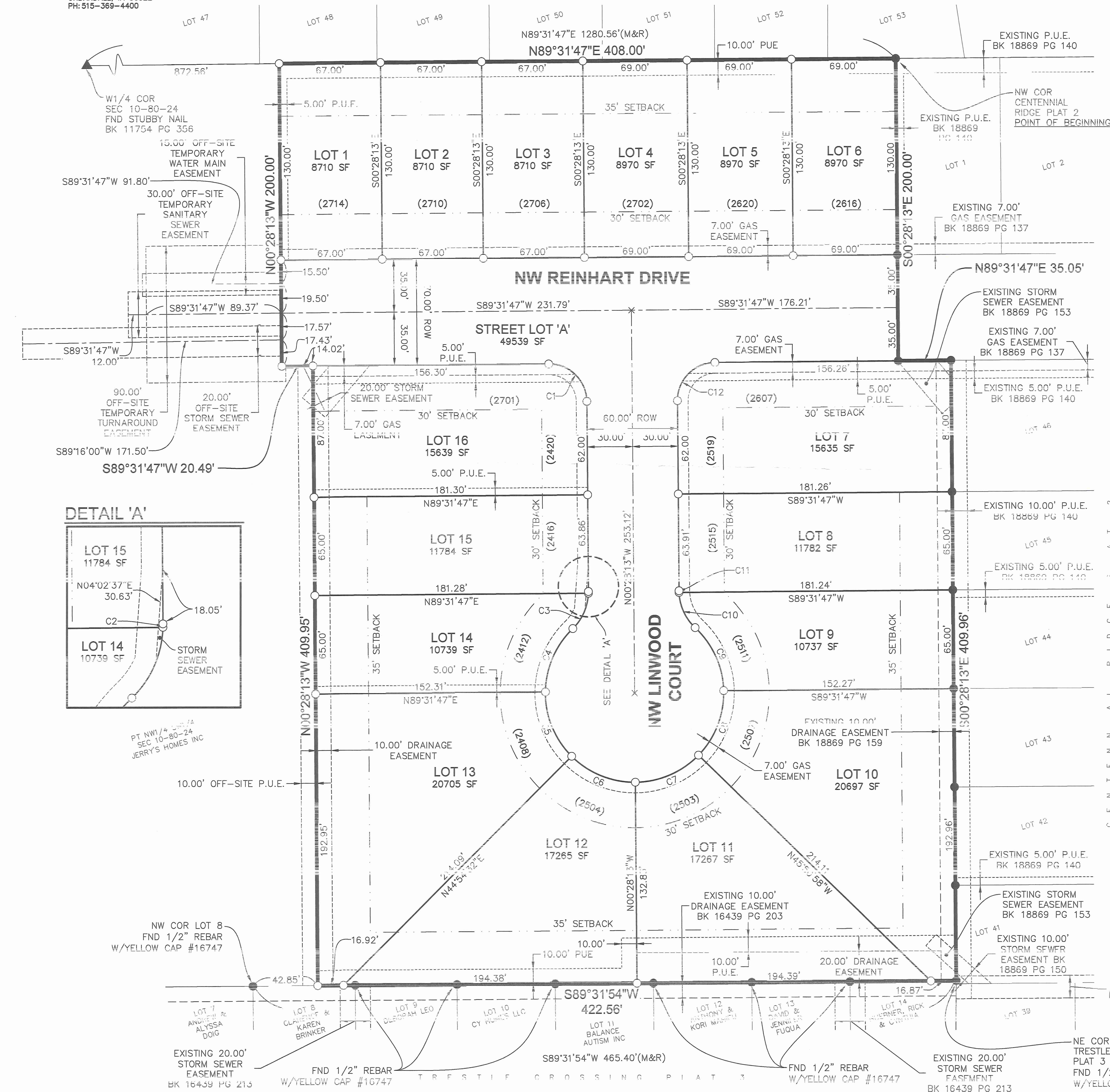
PREPARED BY: CIVIL DESIGN ADVANTAGE
& RETURN TO: 4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH: 515-369-4400

CENTENNIAL RIDGE PLAT 3

FINAL PLAT

CENTENNIAL ESTATES PLAT 3
DRA PROPERTIES LC

ROLL CALL	Plan & Zoning Commission
Arkeny, IA	
Date: August 2, 2022	
Ayes: 5	Nays: 0
Abstain: 2	Absent: 2
APPROVED	
G. Hunter	Chairperson
Burke Thompson	Secretary



OWNER / DEVELOPER

JERRY'S HOMES
CONTACT: JENNIFER ELLISON
3900 WESTOWN PARKWAY, SUITE 100
WEST DES MOINES, IOWA 50266
PH: (515) 727-0356

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

ZONING

R-3 MULTIPLE FAMILY RESIDENTIAL
DISTRICT RESTRICTED TO SINGLE FAMILY

BULK REGULATIONS

SETBACKS:
FRONT = 30'
REAR = 75'
SIDE = 17' (> 1-STORY - 8' MIN.)
= 15' (1 STORY - 7' MIN.)

DATE OF SURVEY

JUNE 27, 2022

PLAT DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF CENTENNIAL RIDGE PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE SOUTH 00°28'13" EAST ALONG THE WESTERLY LINE OF SAID CENTENNIAL RIDGE PLAT 2, A DISTANCE OF 200.00 FEET; THENCE NORTH 89°31'47" EAST CONTINUING ALONG SAID WESTERLY LINE, 35.05 FEET; THENCE SOUTH 00°28'13" EAST CONTINUING ALONG SAID WESTERLY LINE, 409.96 FEET TO THE NORTHEAST CORNER OF LOT 14, TRESTLE CROSSING PLAT 3, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE SOUTH 89°31'54" WEST ALONG THE NORTHERLY LINE OF SAID TRESTLE CROSSING PLAT 3, A DISTANCE OF 422.56 FEET; THENCE NORTH 00°28'13" WEST, 409.95 FEET; THENCE SOUTH 89°31'47" WEST, 20.49 FEET; THENCE NORTH 00°28'13" WEST, 200.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THENCE NORTH 89°31'47" EAST ALONG SAID NORTH LINE, 408.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.85 ACRES (254,829 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
- THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG ALL PUBLIC STREETS.
- THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
- THE CITY WILL COST PARTICIPATE FOR THE CONSTRUCTION OF THE 8' SIDEWALKS ON THE SOUTH SIDE OF NW REINHART DRIVE.
- STREET LOT 'A' SHALL BE DEDICATED TO THE CITY OF ANKENY.

FLOOD ZONE CLASSIFICATION

SUBJECT PROPERTY IS LOCATED IN UNSHADED ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FLOOD INSURANCE RATE MAPS FOR THE CITY OF ANKENY, POLK COUNTY, IOWA, MAP NUMBER 19153C0045F WITH A REVISION DATE OF FEBRUARY 1, 2019 AND LETTER OF MAP REVISION EFFECTIVE MAY 6, 2022.

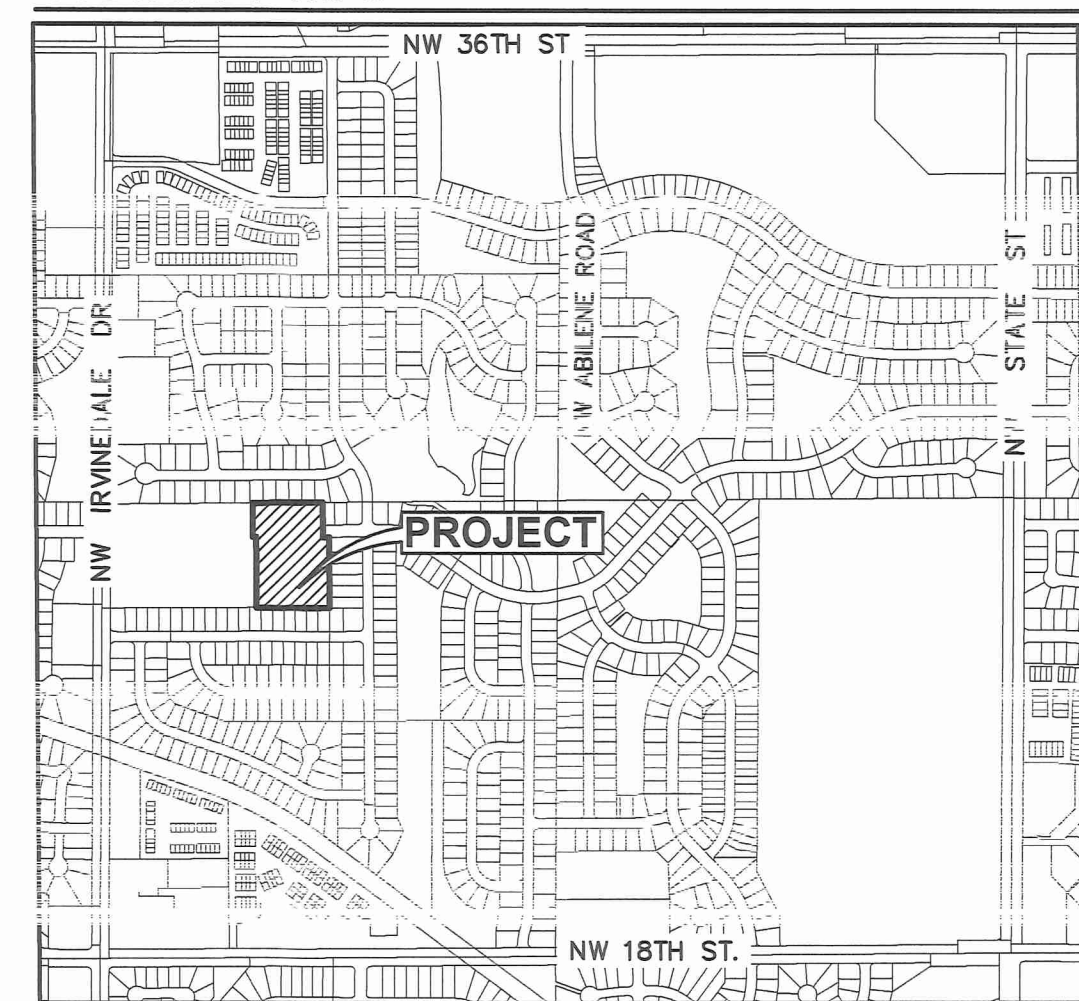
LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		

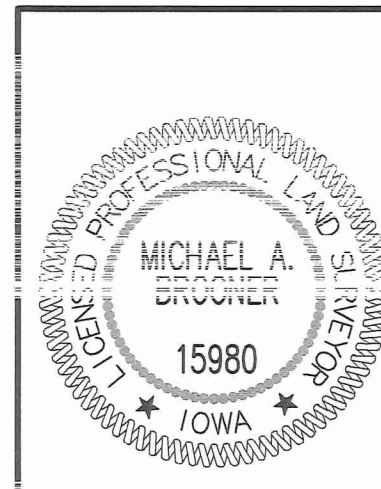
CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	S45°28'13"E	35.36'
C2	1°56'34"	33.50'	1.14'	S00°30'05"W	1.14'
C3	44°42'16"	33.50'	26.14'	S23°49'30"W	25.48'
C4	45°33'17"	59.00'	46.91'	S23°23'59"W	45.68'
C5	45°42'46"	59.00'	47.07'	S22°14'03"E	45.83'
C6	45°22'45"	59.00'	46.73'	N66°50'25"E	45.52'
C7	45°42'48"	59.00'	47.07'	N21°17'38"E	45.83'
C8	45°34'54"	59.00'	46.94'	N24°21'13"W	45.71'
C9	44°47'58"	33.40'	26.12'	N24°44'40"W	25.46'
C10	1°52'29"	33.40'	1.09'	N01°24'27"W	1.09'
C12	90°00'00"	25.00'	39.27'	N44°31'47"E	35.36'

VICINITY MAP (NOT TO SCALE)



ANKENY, 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.

MICHAEL A. BROONER, P.L.S. DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public sidewalk easement associated with the development of Canyon Landing Plat 1.

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
 Public Sidewalk Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC SIDEWALK EASEMENT ASSOCIATED WITH THE DEVELOPMENT OF CANYON LANDING PLAT 1

WHEREAS, the City Council approved Canyon Landing Plat 1 final plat on December 20, 2020;

WHEREAS, a Public Sidewalk Easement associated with the development of Canyon Landing Plat 1, as shown on the attached Easement Plat, has been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Public Sidewalk Easement associated with the development of Canyon Landing Plat 1 is hereby accepted.

PASSED AND APPROVED this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

17/15
cm
✓ 1714

Doc ID: 038142560003 Type: GEN
Kind: EASEMENT WITH TRANSFER
Recorded: 08/15/2022 at 01:46:40 PM
Fee Amt: \$17.00 Page 1 of 3
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2022-00065847
BK **19231** PG **678-680**

RETURN TO:

WHEN RECORDED RETURN TO:

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

Preparer Information: Marcus F. Abels, 400 Locust, Ste 400, DSM, IA 50309 (515) 288-5000

PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **D.R. Horton – Iowa, LLC, a Delaware corporation**, hereinafter referred to as “Grantor”, in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as “Grantee” or “City”, a permanent easement under, through, and across the following described real estate:

See attached Exhibit “A”

That the above-described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Sidewalk

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City’s duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area,

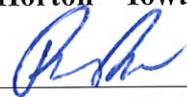
the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

Dated: August 4, 2022

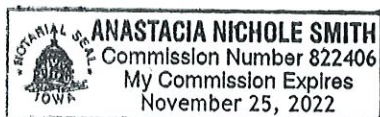
D.R. Horton – Iowa, LLC

By: 

Ryan Pearson, Division Controller

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on August 4, 2022, by Ryan Pearson as Division Controller of **D.R. Horton – Iowa, LLC**.




NOTARY PUBLIC IN AND FOR THE STATE
OF IOWA

EXHIBIT A - EASEMENT DRAWING FOR SIDEWALK EASEMENT IN CANYON LANDING PLAT 1, AN OFFICIAL PLAT

SYMBOLS LEGEND:

- SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757
- FOUND 3/4" IRON PIPE WITH ORANGE PLASTIC CAP #12971
- ⊙ SET "X" CUT IN CONCRETE
- ◇ SET "MAG" NAIL IN ASPHALT
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- OPC ORANGE PLASTIC CAP
- YPC YELLOW PLASTIC CAP
- IR IRON ROD
- IP IRON PIPE

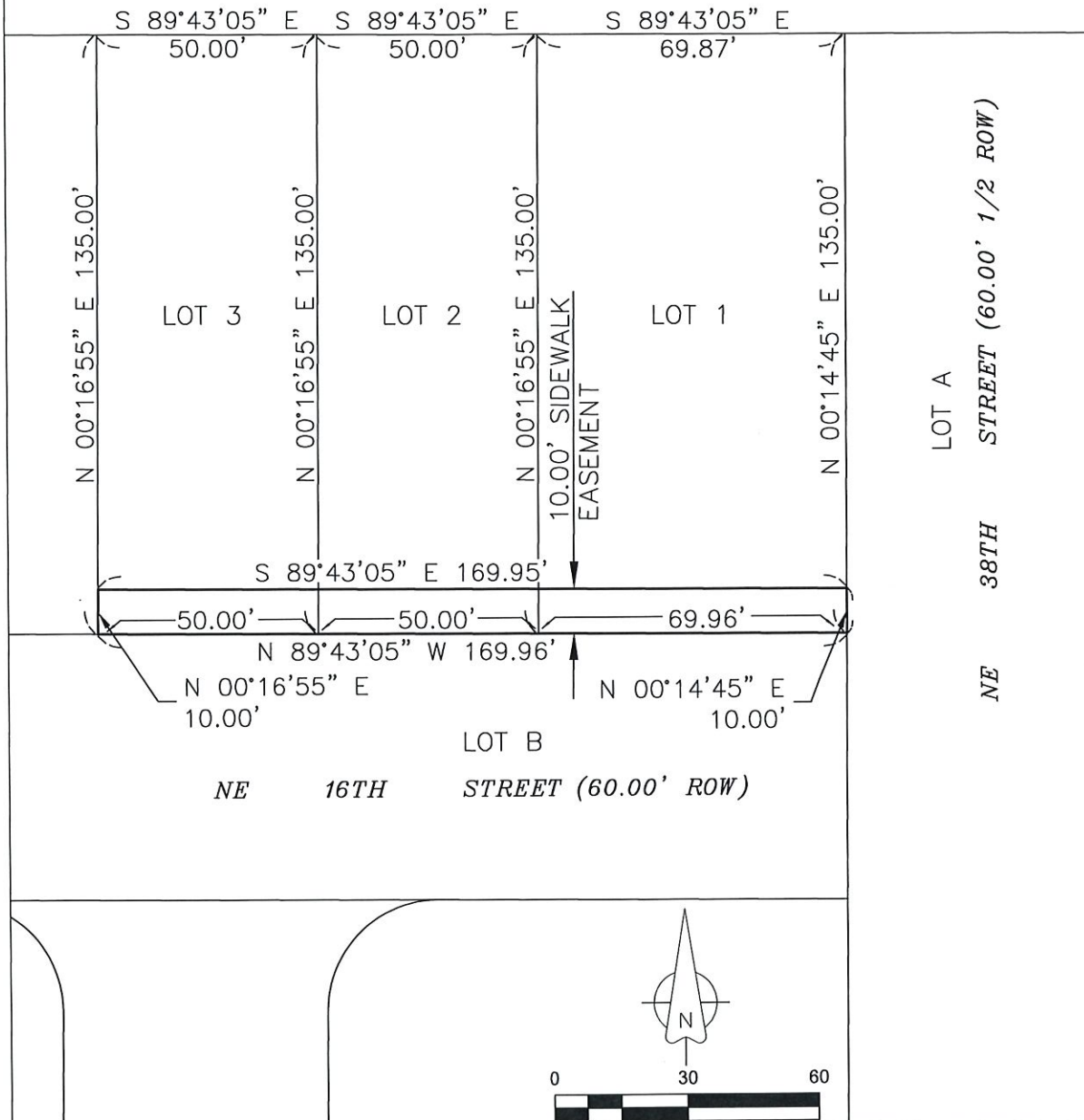
LEGAL DESCRIPTION:

A 10.00 FOOT WIDE PUBLIC SIDEWALK EASEMENT OVER AND ACROSS LOTS 1 THROUGH 3 OF CANYON LANDING PLAT 1, AN OFFICIAL PLAT, IN THE NE 1/4 OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH P.M., ANKENY, POLK COUNTY, IOWA. SAID PUBLIC SIDEWALK EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 10.00 FEET OF LOTS 1-3, ALL IN SAID CANYON LANDING PLAT 1.

SAID TRACT OF LAND CONTAINING 1,700 SQUARE FEET OR 0.04 ACRES.

PART PARCEL 2021-238
STUBBS DEVELOPMENT, INC



DRAWN DATE: 7/29/2022

DRAWN BY: N CARTER

SCALE: 1" = 30'

PAGE 1 OF 1

PROJECT #21-101



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 8/10/22

NICHOLAS F. CARTER, P.L.S. - IA LIC NO 20757 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE)



431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way, permanent sidewalk easement, and temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (The Condos at Delaware Park)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way, permanent sidewalk easement, and temporary construction easement from The Condos at Delaware Park Owners' Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the street right-of-way, permanent sidewalk easement, and temporary construction easement is \$15,580.00. The cost for the street right-of-way, permanent sidewalk easement, and temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital

Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting street right-of-way, permanent sidewalk easement, and temporary construction easement from The Condos at Delaware Park Owners' Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Resolution](#)

 [Purchase Agreement](#)

 [Warranty Deed - Street Right-of-Way](#)

 [Permanent Sidewalk Easement](#)

 [Temporary Construction Easement](#)

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY, PERMANENT SIDEWALK EASEMENT, AND
TEMPORARY CONSTRUCTION EASEMENT
FROM THE CONDOS AT DELAWARE PARK FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way, permanent sidewalk easement, and temporary construction easement be granted by The Condos at Delaware Park to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way, permanent easement, and temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way, permanent easement, and temporary construction easement from The Condos at Delaware Park.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Warranty Deed, Permanent Sidewalk Easement, and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: The Condos at Delaware Park Owners' Association
 5000 Westown Pkwy Ste 400
 West Des Moines, IA 50266

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$15,580.00, calculated as follows:

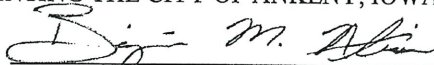
Fee Title:	470 SF x \$4.50 / SF x 100% =	\$2,115.00
Permanent Easement:	959 SF x \$4.50 / SF x 53% =	\$2,287.21
Temporary Easement:	8,479 SF x \$4.50 / SF x 9.97% x 1.5 years =	\$5,706.15
Other - Landscaping:	Loss of tree, shrubs, misc. plantings =	\$1,200.00
Other – Irrigation:	<u>Irrigation (covering approx. 7,490 sf) =</u>	<u>\$4,270.00</u>
Total Compensation:	(Rounded)	\$15,580.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 1st day of August, 2022

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 2 day of August, 2022

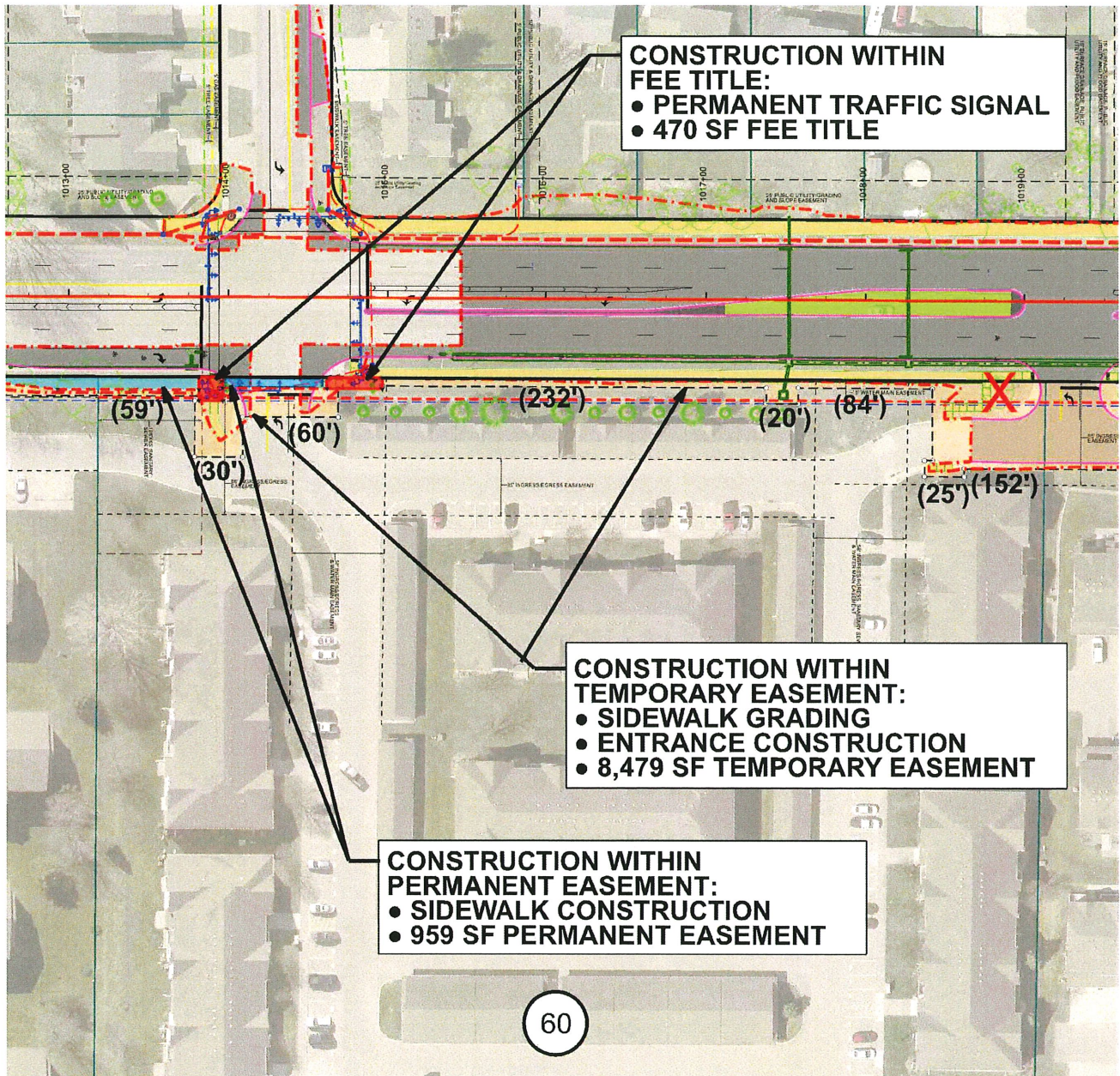
THE CONDOS AT DELAWARE PARK OWNERS' ASSOCIATION

By: 
Name: Sean M. Corpstein
Title: Association President

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk



LEGEND

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- TEMPORARY EASEMENT
- EXISTING RIGHT OF WAY
- PERMANENT EASEMENT
- GRADING LIMITS

- LOT LINE
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- FEE TITLE
- X TREE REMOVAL - PRIVATE PROPERTY
- X TREE REMOVAL - PUBLIC PROPERTY

PARCEL 60 - THE CONDOS AT DELAWARE PARK

SCALE:
1"=100'

DATE:
8/9/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, The Condos at Delaware Park Owners' Association, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

DESCRIPTION (a)

A PART OF LOT 1 AND A PART OF LOT 6, DELAWARE PARK CONDOMINIUMS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE SOUTH 0°02'43" WEST ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18, A DISTANCE OF 1,140.92 FEET; THENCE SOUTH 89°57'17" EAST, 50.00 FEET TO THE WEST LINE OF SAID LOT 6 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°57'17" EAST, 7.00 FEET; THENCE SOUTH 0°02'43" WEST, 35.00 FEET; THENCE NORTH 89°57'17" WEST, 7.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°02'43" EAST ALONG SAID WEST LINE OF LOT 1 AND ALONG SAID WEST LINE OF LOT 6, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (245 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DESCRIPTION (b)

A PART OF LOT 1, DELAWARE PARK CONDOMINIUMS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE SOUTH 0°02'43" WEST ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18, A DISTANCE OF 1,241.06 FEET; THENCE SOUTH 89°57'17" EAST, 50.00 FEET TO THE WEST LINE OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°57'17" EAST, 15.00 FEET; THENCE SOUTH 0°02'43" WEST, 15.00 FEET; THENCE NORTH 89°57'17" WEST, 15.00 FEET TO SAID WEST LINE OF LOT 1; THENCE NORTH 0°02'43" EAST ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (225 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 3 day of AUGUST, 2022.

THE CONDOS AT DELAWARE PARK
OWNERS' ASSOCIATION

[Signature]

Signed

Sean M. Corpstein President

Print Name and Title

THE CONDOS AT DELAWARE PARK
OWNERS' ASSOCIATION

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 3 day of AUGUST, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Sean M. Corpstein

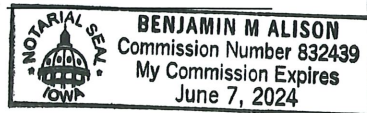
_____ to me personally known
or ✓ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

✓ INDIVIDUAL
✓ CORPORATE
Title(s) of Corporate Officer(s)
President

Corporate Seal is affixed

No Corporate Seal procured
PARTNER(s):

Limited Partnership

General Partnership

ATTORNEY-IN-FACT

EXECUTOR(s) or TRUSTEE(s)

GUARDIAN(s) or CONSERVATOR(s)

OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT LOT 1
DELAWARE PARK CONDOMINIUMS
PT SW FRAC. 1/4 SECTION 18-80N-23W
REQUESTED BY:
CITY OF ANKENY, IOWA

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

DESCRIPTION (a)
A PART OF LOT 1 AND A PART OF LOT 6, DELAWARE PARK CONDOMINIUMS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE SOUTH 0°02'43" WEST ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18, A DISTANCE OF 1,140.92 FEET; THENCE SOUTH 89°57'17" EAST, 50.00 FEET TO THE WEST LINE OF SAID LOT 6 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°57'17" EAST, 7.00 FEET; THENCE SOUTH 0°02'43" WEST, 35.00 FEET; THENCE NORTH 89°57'17" WEST, 7.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0°02'43" EAST ALONG SAID WEST LINE OF LOT 1 AND ALONG SAID WEST LINE OF LOT 6, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (245 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DESCRIPTION (b)
A PART OF LOT 1, DELAWARE PARK CONDOMINIUMS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M.; THENCE SOUTH 0°02'43" WEST ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18, A DISTANCE OF 1,241.06 FEET; THENCE SOUTH 89°57'17" EAST, 50.00 FEET TO THE WEST LINE OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°57'17" EAST, 15.00 FEET; THENCE SOUTH 0°02'43" WEST, 15.00 FEET; THENCE NORTH 89°57'17" WEST, 15.00 FEET TO SAID WEST LINE OF LOT 1; THENCE NORTH 0°02'43" EAST ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (225 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY
AUGUST 11, 2021

OWNER
THE CONDOS AT
DELAWARE PARK

BASIS OF BEARING
THE WEST LINE OF THE
SOUTHWEST FRACTIONAL 1/4 OF
SECTION 18-80-23 WAS ASSUMED
TO BEAR SOUTH 0°02'43" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Centerline	-----	
Section Line	-----	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	
Yellow Plastic Cap	YPC	

TERRY COADY

18643

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.

Terry Coady

8-9-2022

Terry Coady, PLS

Date

License Number 18643

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2

NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH

PARCEL 60 - THE CONDOS AT DELAWARE PARK

REVISED 8/08/2002

SNYDER & ASSOCIATES, INC.

Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

PN: 121.0695.01

FBK: Bk 1732A, Pg 34

DATE: 5/23/2002

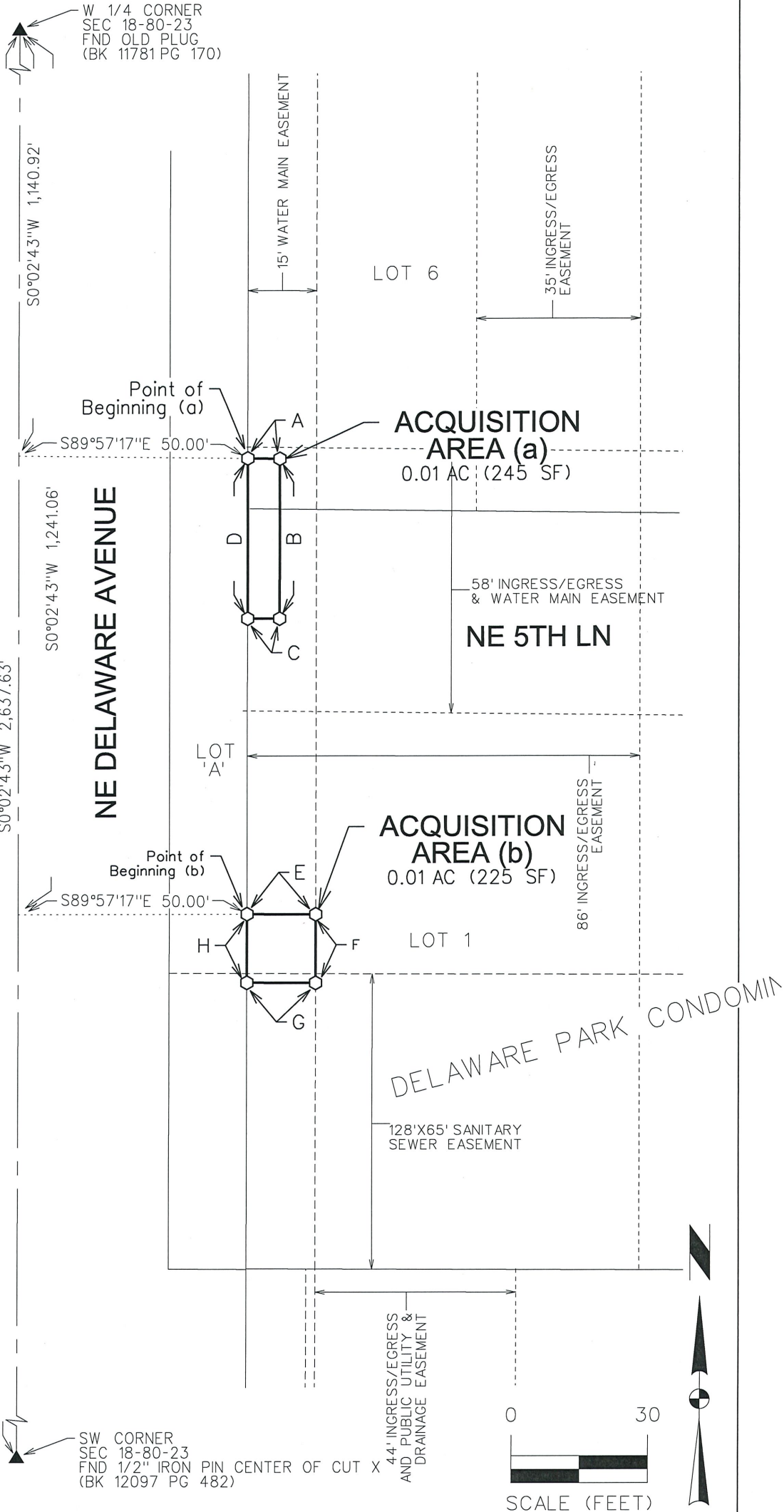
PM/TECH: TLC/JDP

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

LINE DIMENSIONS

A	S89°57'17"E	7.00'
B	S0°02'43"W	35.00'
C	N89°57'17"W	7.00'
D	N0°02'43"E	35.00'
E	S89°57'17"E	15.00'
F	S0°02'43"W	15.00'
G	N89°57'17"W	15.00'
H	N0°02'43"E	15.00'



NOTE

IN SITUATIONS WHERE THE ACQUISITION PLAT SHOWS SETTING A 1/2" REBAR, YELLOW PLASTIC CAP #18643 AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT, A CUT "X" WILL BE SET IN CONCRETE OR A "MAG" NAIL WILL BE SET IN ASPHALT.

NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH

PARCEL 60 - THE CONDOS AT DELAWARE PARK

REVISED 8/08/2002



SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 121.0695.01

FBK: Bk 1732A, Pg 34

DATE: 5/23/2002

PM/TECH: TLC/JDP

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT SIDEWALK EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, The Condos at Delaware Park Owners' Association, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

Public Sidewalk and Appurtenances

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 3 day of AUGUST, 2022.

THE CONDOS AT DELAWARE PARK
OWNERS' ASSOCIATION

[Signature]
Signed

Sean M. Corpstein President
Print Name and Title

THE CONDOS AT DELAWARE PARK
OWNERS' ASSOCIATION

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 3 day of AUGUST, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Sean M. Corpstein

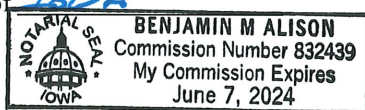
_____ to me personally known
or ✓ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
✓ CORPORATE
Title(s) of Corporate Officer(s)
President
____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND SURVEYOR'S NAME / RETURN TO: TERRY COADY SNYDER & ASSOCIATES, INC. 2727 SW SNYDER BOULEVARD ANKENY, IOWA 50023 515-964-2020 TLCOADY@SNYDER-ASSOCIATES.COM SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: PT LOT 1 DELAWARE PARK CONDOMINIUMS PT SW FRAC. 1/4 SECTION 18-80N-23W REQUESTED BY: CITY OF ANKENY, IOWA	
---	--

EASEMENT PLAT

PERMANENT SIDEWALK EASEMENT BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

DESCRIPTION (a)
A PART OF LOT 1, DELAWARE PARK CONDOMINIUMS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5H P.M.; THENCE SOUTH 0°02'43" WEST ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18, A DISTANCE OF 1175.92 FEET; THENCE SOUTH 89°57'17" EAST, 50.00 FEET TO THE WEST LINE OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°57'17" EAST, 7.00 FEET; THENCE SOUTH 0°02'43" WEST, 65.14 FEET; THENCE NORTH 89°57'17" WEST, 7.00 FEET TO SAID WEST LINE; THENCE NORTH 0°02'43" EAST ALONG SAID WEST LINE, 65.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (456 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DESCRIPTION (b)
A PART OF LOT 1, DELAWARE PARK CONDOMINIUMS, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

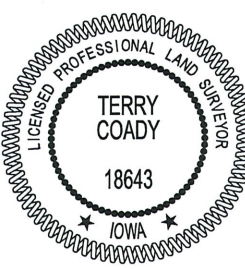
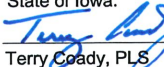
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5H P.M.; THENCE SOUTH 0°02'43" WEST ALONG THE WEST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SAID SECTION 18, A DISTANCE OF 1,256.06 FEET; THENCE SOUTH 89°57'17" EAST, 50.00 FEET TO THE WEST LINE OF SAID LOT 1 AND TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°57'17" EAST, 8.00 FEET; THENCE SOUTH 0°02'43" WEST, 63.00 FEET; THENCE NORTH 89°45'38" WEST, 8.00 FEET TO SAID WEST LINE; THENCE NORTH 0°02'43" EAST ALONG SAID WEST LINE, 62.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (503 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY	OWNER	BASIS OF BEARING
AUGUST 11, 2021	THE CONDOS AT DELAWARE PARK	THE WEST LINE OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 18-80-23 WAS ASSUMED TO BEAR SOUTH 0°02'43" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Centerline	-----	
Section Line	_____	
1/4 Section Line	_____	
1/4 1/4 Section Line	_____	
Easement Line	-----	
Yellow Plastic Cap	YPC	

	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.  8-9-2022 Terry Coady, PLS Date License Number 18643 My License Renewal Date is December 31, 2023 Pages or sheets covered by this seal: Sheets 1 and 2
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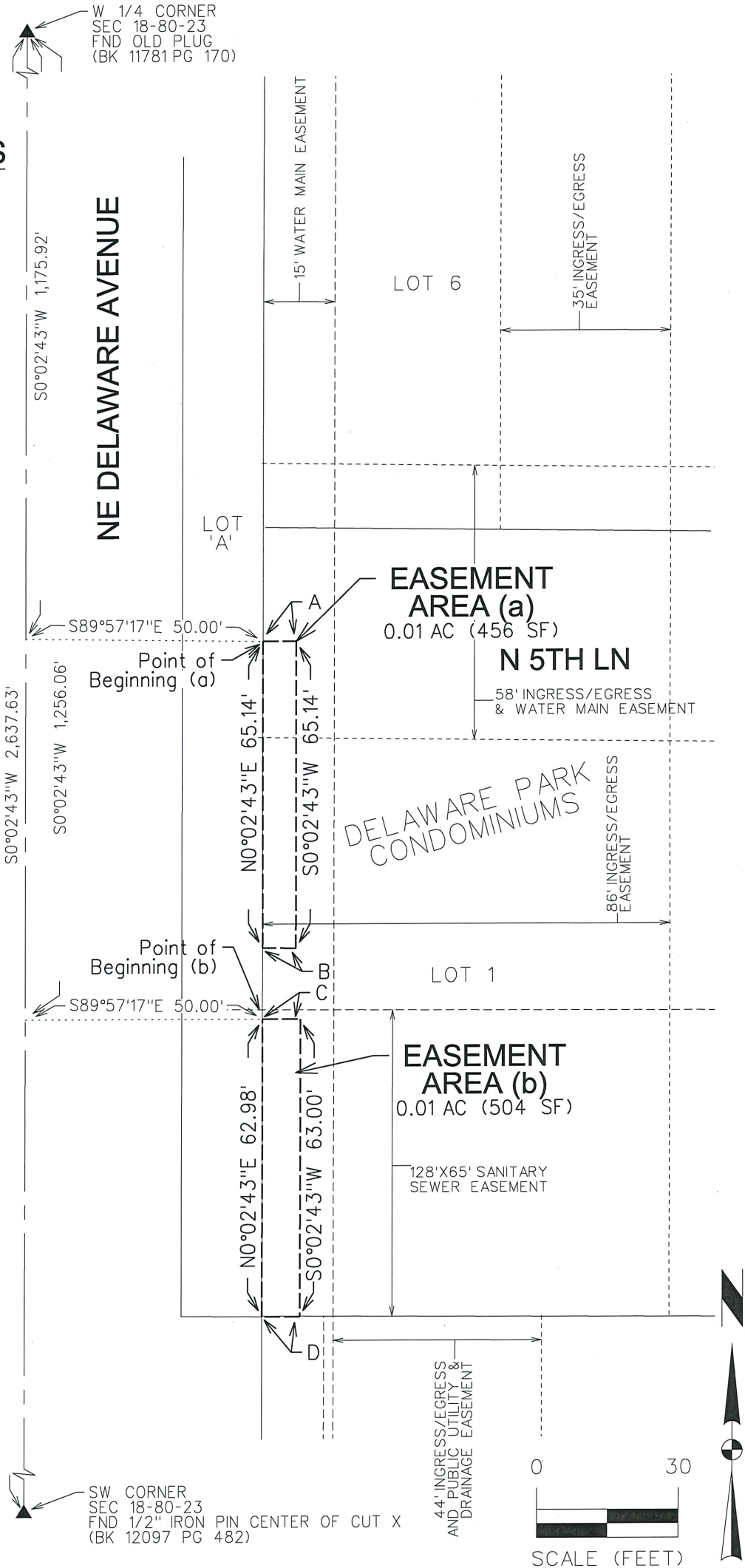
NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH	SHEET 1 OF 2
PARCEL 60 - THE CONDOS AT DELAWARE PARK	PN: 121.0695.01
REVISED 8/08/2002	FBK: Bk 1732A, Pg 34
 SNYDER & ASSOCIATES, INC. Engineers and Planners	DATE: 5/23/2002
2727 S.W. SNYDER BLVD. ANKENY, IA 50023 (515) 964-2020	PM/TECH: TLC/JDP

EASEMENT PLAT

PERMANENT SIDEWALK EASEMENT BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

LINE DIMENSIONS

- A S89°57'17"E 7.00'
- B N89°57'17"W 7.00'
- C S89°57'17"E 8.00'
- D N89°45'38"W 8.00'



NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH

PARCEL 60 - THE CONDOS AT DELAWARE PARK

REVISED 8/08/2002

SHEET 2 OF 2

PN: 121.0695.01

FBK: Bk 1732A, Pg 34

DATE: 5/23/2002

PM/TECH: TLC/JDP



SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, The Condos at Delaware Park Owners' Association, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 3 day of AUGUST, 2022.

THE CONDOS AT DELAWARE PARK
OWNERS' ASSOCIATION

[Signature]
Signed

Sean M Corpstein President
Print Name and Title

THE CONDOS AT DELAWARE PARK
OWNERS' ASSOCIATION

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

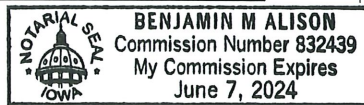
On this 3 day of AUGUST, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Sean M. Corpstein

_____,
to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)
Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

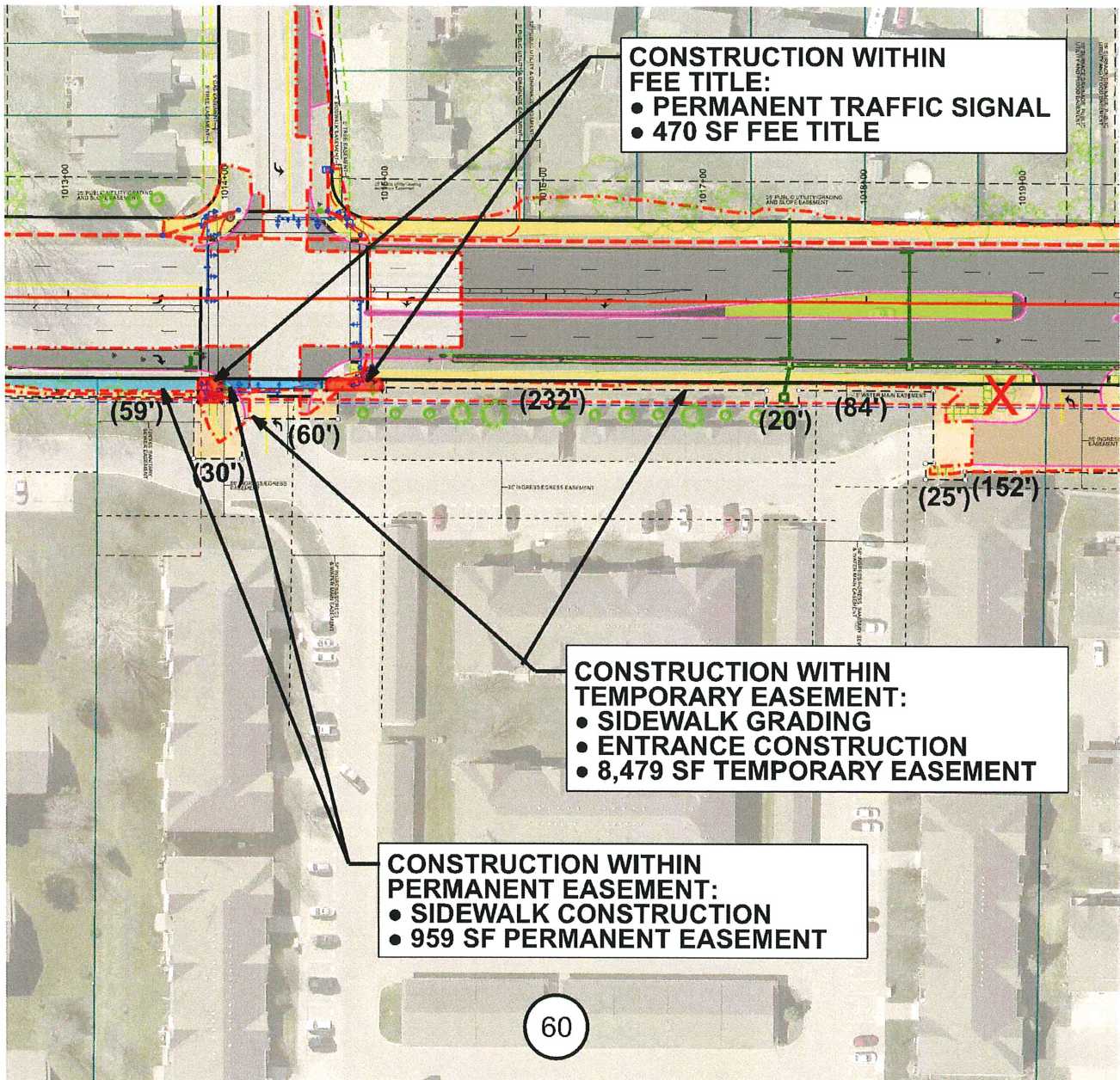
City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
President
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)



LEGEND

- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- TEMPORARY EASEMENT
- EXISTING RIGHT OF WAY
- PERMANENT EASEMENT
- GRADING LIMITS

- LOT LINE
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- FEE TITLE
- X TREE REMOVAL - PRIVATE PROPERTY
- X TREE REMOVAL - PUBLIC PROPERTY

PARCEL 60 - THE CONDOS AT DELAWARE PARK

SCALE:
1"=100'

DATE:
8/9/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (The Townhouses at Delaware Park)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from The Townhouses at Delaware Park Owner's Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$20,575.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from The Townhouses at Delaware Park Owners' Association to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
FROM THE TOWNHOUSES AT DELAWARE PARK FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by The Townhouses at Delaware Park to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from The Townhouses at Delaware Park.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: The Townhouses at Delaware Park Owners' Association
 5000 Westown Pkwy Ste 400
 West Des Moines, IA 50266

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$20,575.00, calculated as follows:

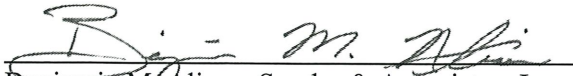
Temporary Easement:	10,722 SF x \$4.52 / SF x 10% x 1.5 years =	\$7,271.10
Landscaping: Tree removal (4 @ \$500 ea.), planter items =		\$2,600.00
<u>Irrigation:</u>	<u>covering approx. 7,370 sf =</u>	<u>\$10,701.00</u>
Total Compensation: (Rounded)		\$20,575.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 9th day of August, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin McAlison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 10 day of August, 20 22.

The Townhouses at Delaware Park Owners' Association

By: 

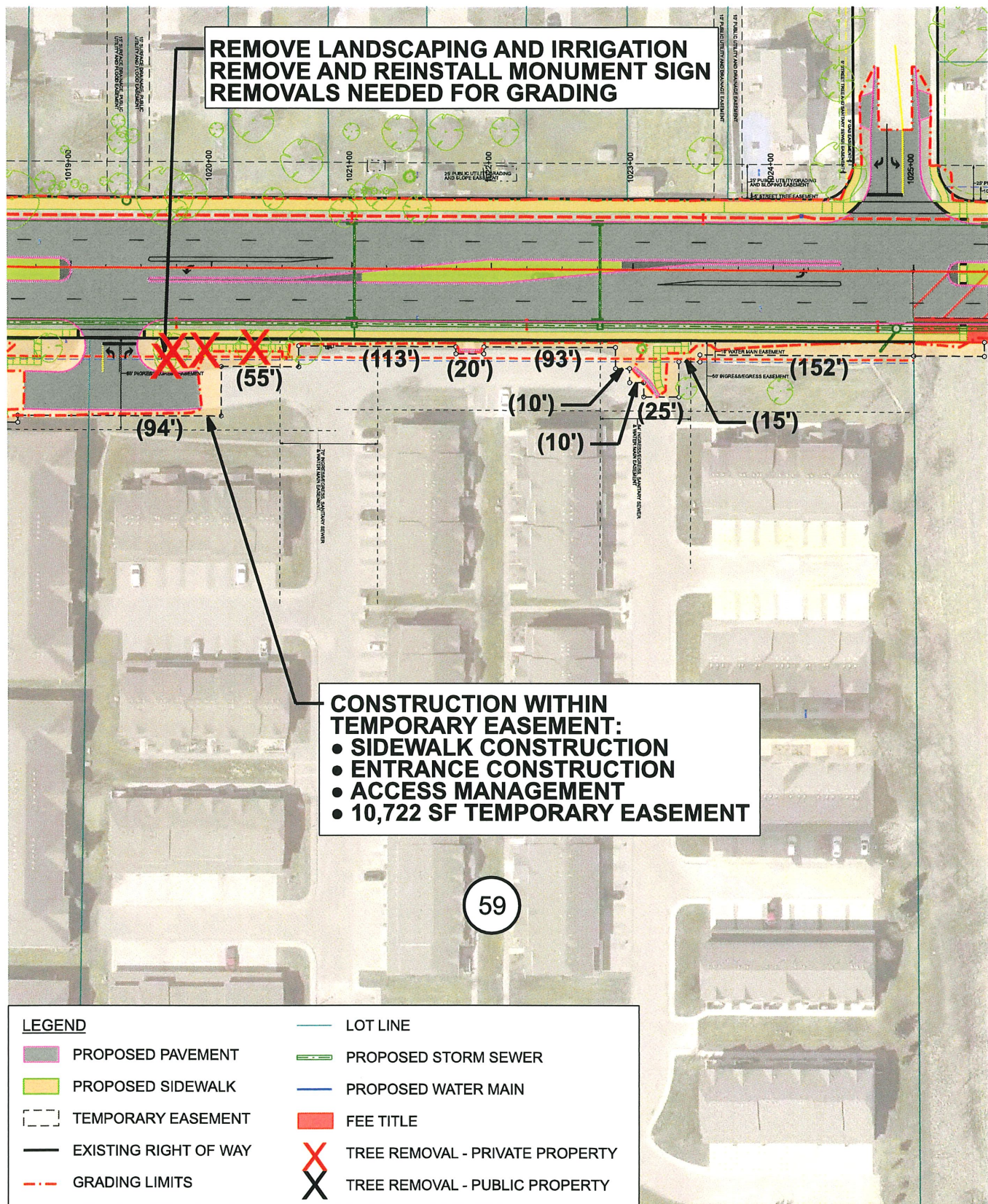
Name: Kelly McClelland

Title: board member

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk



PARCEL 59 - THE TOWNHOUSES AT DELAWARE PARK

SCALE:

1"=100'

DATE:

5/20/2022

PROJECT #:

121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, The Townhouses at Delaware Park Owners' Association, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 10 day of August, 2022.

The Townhouses at Delaware Park
Owners' Association

[Signature]

Signed

Kelly McClelland
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 10 day of August, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Kelly McClelland

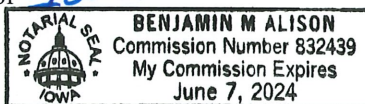
_____ to me personally known
or X proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

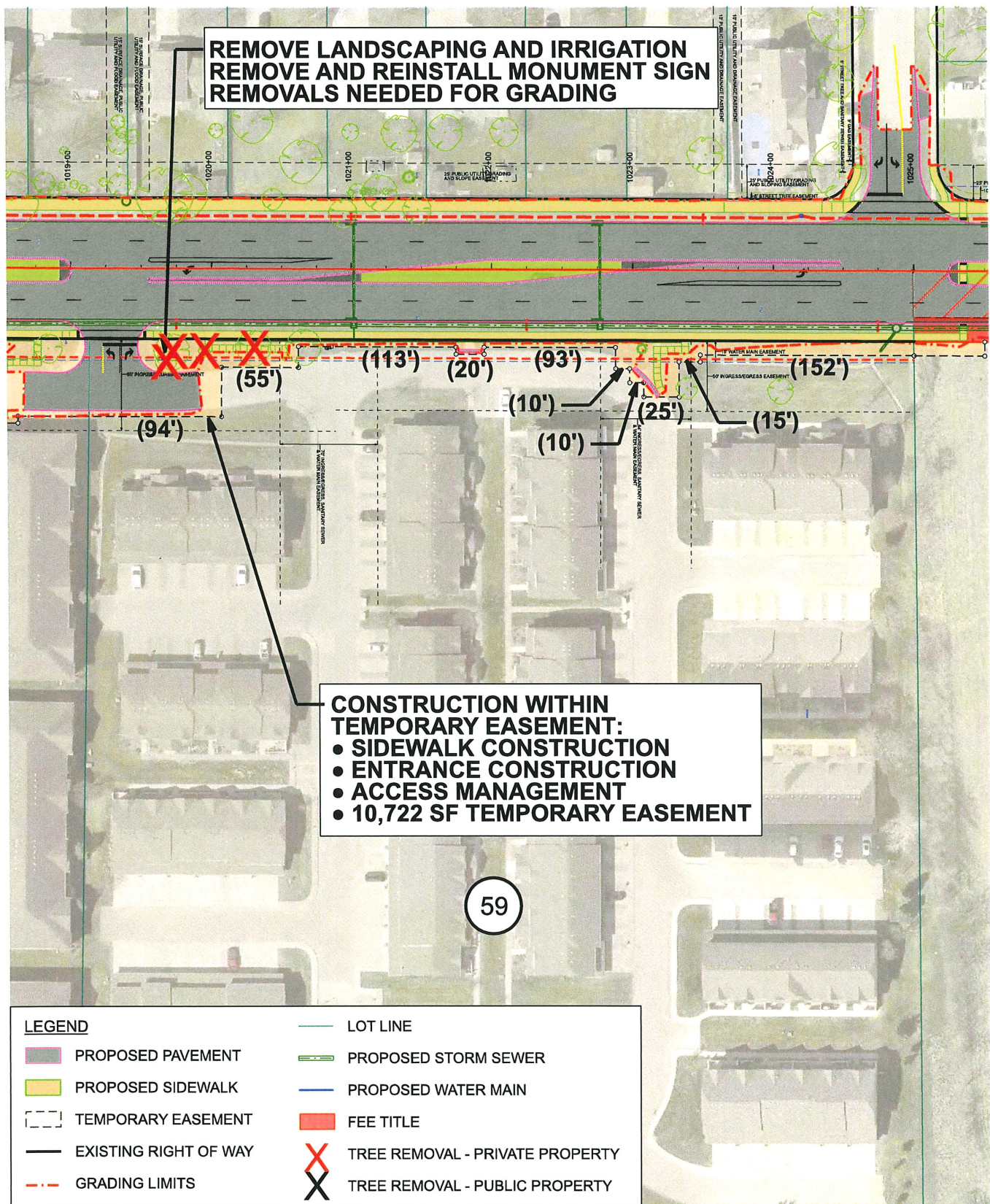
CAPACITY CLAIMED BY SIGNER:

____ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officer(s)
Board Member/Director
____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

City Clerk of the City of Ankeny, Iowa



PARCEL 59 - THE TOWNHOUSES AT DELAWARE PARK

SCALE:
1"=100'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with DRA Properties, L.C., concerning the construction of a traffic signal and related improvements at the intersection of SW Vintage Parkway and SW Magazine Road in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

DRA Properties, LC has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal and related improvements at the intersection of SW Vintage Parkway and SW Magazine Road in the City of Ankeny. DRA Properties, L.C. and City staff agreed to a set of terms and conditions outlined in the Development Agreement, and a copy of said Development Agreement is attached for reference. The traffic signal at the SW Vintage Parkway and SW Magazine Road intersection is not currently programmed in the City's Capital Improvements Program (CIP).

FISCAL IMPACT: **Yes**

The Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the traffic signal at the Intersection, up to a maximum amount per the table shown

below as the date of the bid letting for the traffic signal and Related Improvements at the Intersection, as the Developer's contribution to the traffic signal within thirty (30) days after the new traffic signal is operational. Year 1 in the table below shall represent the year City Council accepts the public improvements for the Project. The Developer further agrees to pay one hundred percent (100%) of the cost incurred by the City to construct the Related Improvements, not to exceed \$240,000.00. The maximum total amount paid by the Developer, for construction of the traffic signal and the Related Improvements, shall be the dollar amount from the table below plus \$240,000.00.

Year 1 - \$90,000

Year 2 - \$92,700

Year 3 - \$95,481

Year 4 - \$98,345

Year 5 - \$101,295

Year 6 - \$104,334

Year 7 - \$107,464

Year 8 - \$110,688

Year 9 - \$114,009

Year 10 - \$117,429

CITY MANAGER'S RECOMMENDATIONS:

Approve the Development Agreement with DRA Properties, L.C., for the construction of a traffic signal and related improvements at the intersection of SW Vintage Parkway and SW Magazine Road, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Development Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH DRA PROPERTIES, LC CONCERNING THE CONSTRUCTION OF A TRAFFIC SIGNAL AND RELATED IMPROVEMENTS AT THE INTERSECTION OF SW VINTAGE PARKWAY AND SW MAGAZINE ROAD IN THE CITY OF ANKENY, IOWA

WHEREAS, DRA Properties, LC has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal and related improvements at the intersection of SW Vintage Parkway and SW Magazine Road in the City of Ankeny; and,

WHEREAS, the Developer will reimburse the City twenty-five percent (25%) of the traffic signal construction costs for the traffic signal, payment amount shall follow the table found in the Development Agreement, plus one hundred percent (100%) of cost incurred for the related improvement, not to exceed \$240,000 at the intersection of SW Vintage Parkway and SW Magazine Road within thirty (30) days after the traffic signal is operational; and,

WHEREAS, DRA Properties, LC and City Staff agreed to set the terms of conditions outlined in the attached Development Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa hereby authorizes the Mayor to sign the aforesaid Development Agreement on behalf of the City of Ankeny, Iowa.

PASSED AND APPROVED on this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF ANKENY, IOWA, AND DRA PROPERTIES, LC**

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a traffic impact study from DRA Properties, LC (hereinafter the "Developer") regarding the planned development of the Vintage Business Park and Vintage Business Park at Prairie Trail Plat 10 (hereinafter the "Project"); and

WHEREAS, the April 21, 2022 Traffic Study ("Current Traffic Study") shows that additional traffic generated from the Project will require a future traffic signal at the intersection of SW Vintage Parkway and SW Magazine Road (the "Intersection"). The traffic generated from the Project will also require a southbound right-turn lane and left-turn lane with both requiring 150 feet of storage on SW Magazine Road at the Intersection and a northbound left-turn lane with 75 feet of storage on SW College Avenue at the Intersection (the "Related Improvements"); and

WHEREAS, the Current Traffic Study contemplates that the traffic signal and Related Improvements will likely be warranted within 10 years of this agreement based on the Project being open to the public; and

WHEREAS, the traffic signal and Related Improvements are not currently programmed into the City's current Capital Improvement Program ("CIP"); and

WHEREAS, the City is agreeable to share in the cost of the traffic signal, as well as complete the traffic signal as part of a future City CIP project.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and install a traffic signal and Related Improvements at the Intersection when the traffic signal is needed and warrants are met.

2. The Developer agrees to provide the City with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") reasonably acceptable to Developer, which may be necessary for any street, public utility, pedestrian ramp, or other improvements to the Intersection that are required to support the installation of the traffic signal and Related Improvements. The Right-of-Way will be determined during the preliminary design phase of the traffic signal and Related Improvements. The Right of Way shall be provided at no cost to the City.

3. The Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the traffic signal at the Intersection, up to a maximum amount per the table shown below as the date of the bid letting for the traffic signal and Related Improvements at the Intersection, as the Developer's contribution to the traffic signal within thirty (30) days after the new traffic signal is operational. Year 1 in the table below shall represent the year City Council accepts the public improvements for the Project. The Developer further agrees to pay one hundred percent (100%) of the cost incurred by the City to construct the Related Improvements, not to exceed \$240,000.00. The maximum total amount paid by the Developer, for construction of the traffic signal and the Related Improvements, shall be the dollar amount from the table below plus \$240,000.00.

Year 1 - \$90,000
Year 2 - \$92,700
Year 3 - \$95,481
Year 4 - \$98,345
Year 5 - \$101,295
Year 6 - \$104,334
Year 7 - \$107,464
Year 8 - \$110,688
Year 9 - \$114,009
Year 10 - \$117,429

4. The City agrees the Developer shall not be responsible for any financial contribution to the traffic signal installation and Related Improvements at the Intersection beyond the first ten (10) years of the Project being open to the public.

5. This Agreement shall be governed by the laws of the State of Iowa.

6. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

7. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

8. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

9. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

10. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:

City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

Developer:
DRA Properties, L.C.
1525 NE 36th Street
Ankeny IA, 50021
Attn: Tara Meredith

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 15th day of aug., 2022.

DRA PROPERTIES, LC

By: Tara Meredith
Tara Meredith, Secretary

CITY OF ANKENY, IOWA

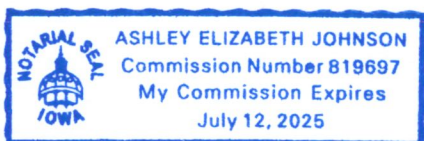
By: _____
Mark E. Holm, Mayor
Attest:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA
COUNTY OF POLK, ss:

On the 15th day of August, 2021,
before me, a Notary Public in and for said County and
State personally appeared Tara Meredith, respectfully of
DRA Properties, LC., to me personally known, who being
by me duly sworn, did say that they are President and
Secretary of DRA Properties, executing the within and
foregoing instrument and acknowledged that they executed
the same as their voluntary act and deed of the corporation,
by it and by them voluntarily executed.

Ashley Elizabeth Johnson
Notary Public in and for said State of Iowa



STATE OF IOWA
COUNTY OF POLK, ss:

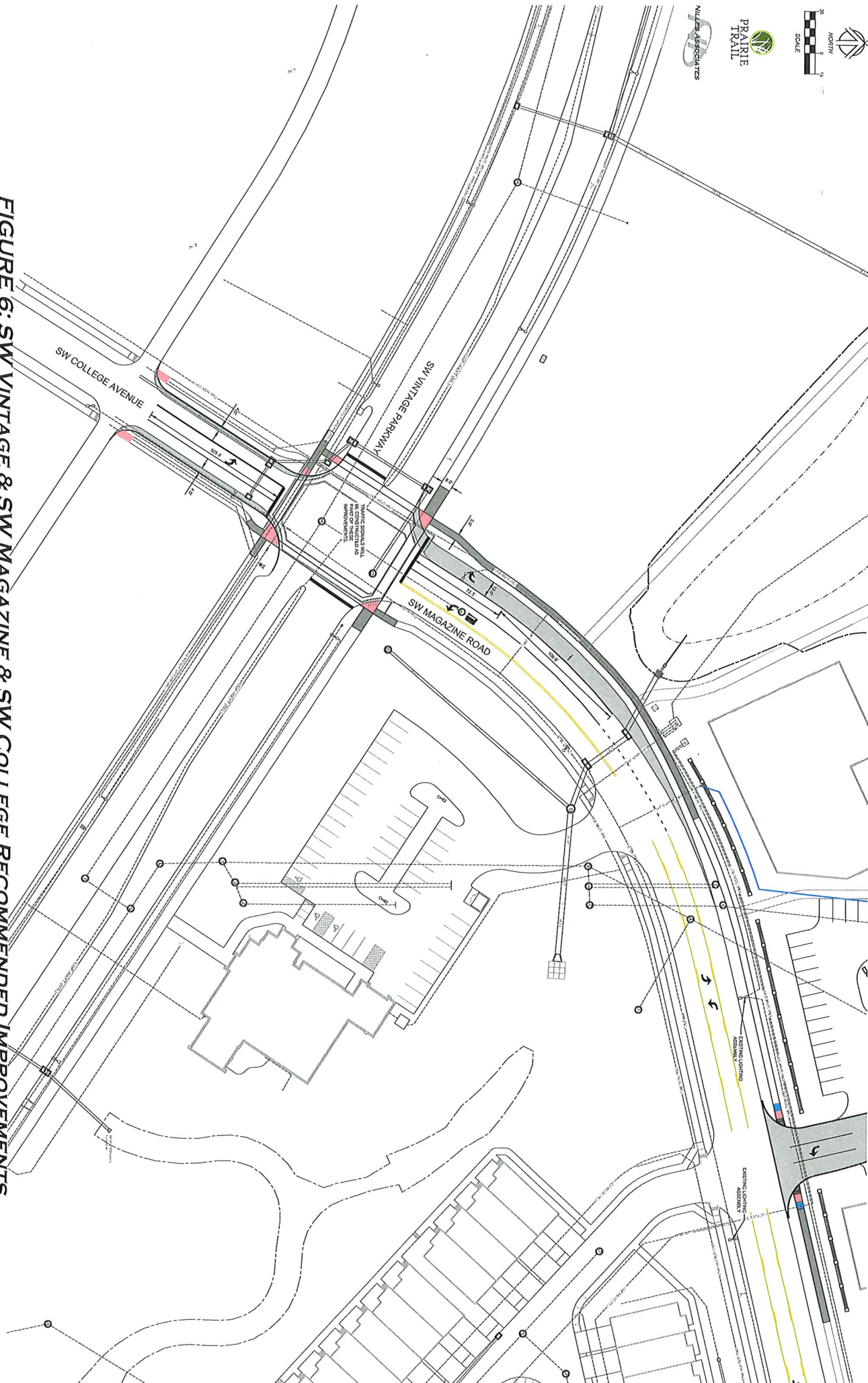
On the _____ day of _____, 2022,
before me, the undersigned, a Notary Public in and for the
State of Iowa, personally appeared **MARK E. HOLM** and
MICHELLE YUSKA, to me personally known, who,
being by me duly sworn, did say that they are the Mayor
and Interim City Clerk of the City of Ankeny, Iowa, a
municipal corporation; that the seal affixed to the above and
foregoing instrument is the corporate seal of said municipal
corporation, and that said instrument was signed and
contained in the Resolution adopted by the City Council of
Ankeny, Iowa, on the _____ day of _____, 2022,
and the said **MARK E. HOLM** and **MICHELLE**
YUSKA acknowledged the execution of said instrument to
be their voluntary act and deed and the voluntary act and
deed of said municipal corporation, by it and by them
voluntarily executed.

Notary Public in and for the State of Iowa

**SW VINTAGE PKWY & MAGAZINE INTERSECTION
IMPROVEMENTS**

ESTIMATED PROJECT QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
EARTHWORK					
2.01	TOPSOIL, ON-SITE (STRIP AND RESPREAD)	CY	150	\$40.00	\$6,000.00
2.02	SUBGRADE PREPARATION, 12-IN. DEPTH	SY	600	\$30.00	\$18,000.00
2.03	COMPACTION TESTING	LS	1	\$2,000.00	\$2,000.00
WATER MAINS AND APPURTENANCES					
4.01	STORM SEWER, RCP, 15-IN	LF	10	\$65.00	\$650.00
WATER MAINS AND APPURTENANCES					
5.01	VALVE ADJUSTMENT	EA	3	\$1,000.00	\$3,000.00
STRUCTURES FOR SANITARY AND STORM SEWERS					
6.01	INTAKE, SW-501, SINGLE GRATE INTAKE	EA	1	\$8,000.00	\$8,000.00
6.02	INTAKE, SW-503, SINGLE GRATE INTAKE W/ MH	EA	1	\$8,000.00	\$8,000.00
6.03	INTAKE, SW-505, DOUBLE GRATE INTAKE	EA	1	\$8,000.00	\$8,000.00
6.04	INTAKE ADJUSTMENT, MINOR	EA	2	\$2,000.00	\$4,000.00
6.05	INTAKE REMOVAL	EA	3	\$3,000.00	\$9,000.00
STREETS AND RELATED WORK					
7.01	PAVEMENT, PCC, 8-INCH NON-REINFORCED	SY	500	\$100.00	\$50,000.00
7.02	PAVEMENT REMOVAL	SY	350	\$25.00	\$8,750.00
7.03	SIDEWALK PAVEMENT, PCC, 5-INCH	SY	275	\$60.00	\$16,500.00
7.04	SIDEWALK RAMP PAVEMENT, PCC, 6-INCH	SF	500	\$12.00	\$6,000.00
7.05	DETECTABLE WARNING, CAST IN PLACE	SF	150	\$65.00	\$9,750.00
7.02	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$2,000.00	\$2,000.00
TRAFFIC CONTROL					
8.01	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00
8.02	PAVEMENT MARKINGS	STA	12	\$750.00	\$9,000.00
SITE WORK AND LANDSCAPING					
9.01	CONVENTIONAL SEEDING, TYPE 4	AC	1.0	\$3,500.00	\$3,500.00
9.02	HYDROMULCH, BFM	AC	2.0	\$3,500.00	\$7,000.00
9.03	WATTLES, STRAW, 9-IN. DIA.	LF	750	\$2.00	\$1,500.00
9.04	WATTLES, REMOVAL	LF	750	\$0.50	\$375.00
9.05	INLET PROTECTION DEVICE, DROP-IN	EA	12	\$200.00	\$2,400.00
9.06	INLET PROTECTION DEVICE, MAINTENANCE	EA	36	\$60.00	\$2,160.00
MISCELLANEOUS					
11.01	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
11.02	CONCRETE WASHOUT	LS	1	\$2,500.00	\$2,500.00
11.03	LIGHT POLE RELOCATION	EA	1	\$2,500.00	\$2,500.00
11.04	RELOCATE SIGNS	LS	1	\$2,500.00	\$2,500.00
				10% Contingency	\$21,808.50
				Total Estimate	\$239,893.50





ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving and authorizing the acquisition of property and property interests for the Westwinds Storm Sewer Extension project.

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of a Resolution approving and authorizing the acquisition of property and property interests for the Westwinds Storm Sewer Extension project. The City is undertaking the design of the project at this time. The project will construct an extension of the existing storm sewer system located near SW Westwinds Drive.

Permanent storm sewer and drainage easements and temporary construction easements will need to be acquired for the construction of the public improvements. These improvements are anticipated to be constructed in 2023. In order to preserve the construction schedule, the property acquisition process needs to begin at this time.

FISCAL IMPACT: **No**

The acquisition of property for the Westwinds Storm Sewer Extension project was included as a part of the current CIP.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Adopt a Resolution approving and authorizing the acquisition of property and property interests for the Westwinds Storm Sewer Extension project.
-

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

City staff and consulting engineering staff met with property owners several times to discuss project and easements.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution Authorizing Acquisition of Property and Property Interests

RESOLUTION 2022-XXX

**A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION
OF PROPERTY AND PROPERTY INTERESTS FOR THE
WESTWINDS STORM SEWER EXTENSION PROJECT**

WHEREAS, the City of Ankeny desires to construct an extension of the existing storm sewer system located near SW Westwinds Drive in one project to be constructed in 2023; and

WHEREAS, permanent storm sewer easement and temporary construction easement will need to be acquired for the construction of the public improvement; and

WHEREAS, the City staff or its designee has established fair market values by compensation estimates for said easements; and

WHEREAS, in accordance with Iowa law, a government body shall make a good faith effort to negotiate with the property owner to purchase the private property or property interest before filing an application for condemnation or otherwise proceeding with the condemnation process.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the public improvement known as the Westwinds Storm Sewer Extension project is in the best interest of the City; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with the necessary activities and negotiations to acquire by purchase, gift, or condemnation, subject to approval by this Council, the necessary property and/or property interests required for the construction of said public improvement.

DATED this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider a motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of a permanent water main easement and a temporary construction easement from Gateway of High Trestle Crossing Association for the High Trestle Trail (HTT) Transmission Main and Drainage Improvements Project in Ankeny, Iowa. (Gateway of High Trestle Crossing Association)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting a permanent water main easement and a temporary construction easement from Gateway of High Trestle Crossing Association to facilitate the construction of the HTT Transmission Main and Drainage Improvements Project.

FISCAL IMPACT: **No**

The compensation for the permanent water main easement is \$2,757.66 and the compensation for the temporary construction easement is \$3,185.73. This brings the total compensation to \$5,945.00 rounding up. The easement costs are included in the project costs for the HTT Transmission Main and Drainage Improvements Project included within the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting a permanent water main easement and temporary construction easement from Gateway of High Trestle Crossing Association to facilitate the construction of the HTT Transmission Main and Drainage Improvements Project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

June 18, 2021: Property owners were notified of the upcoming Project Information Meeting that was held on June 30, 2021.

June 24, 2022: Snyder & Associates were given permission to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement - Gateway
 Permanent Water Main Easement - Gateway
 Temporary Construction Easement - Gateway

RESOLUTION 2022-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF A PERMANENT WATER MAIN EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM GATEWAY OF HIGH TRESTLE CROSSING ASSOCIATION FOR THE HIGH TRESTLE TRAIL TRANSMISSION MAIN AND DRAINAGE IMPROVEMENTS PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that a permanent water main easement and a temporary construction easement be granted by Gateway of High Trestle Crossing Association for parcels owned along NW 18th Street to facilitate the construction of the High Trestle Trail Transmission Main and Drainage Improvements project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water main easement and temporary construction easement necessary for the construction of the High Trestle Trail Transmission Main and Drainage Improvements project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water main easement and temporary construction easement from Gateway of High Trestle Crossing Association for parcels along NW 18th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Water Main Easement and Temporary Construction Easement for the completion of the High Trestle Trail Transmission Main and Drainage Improvements project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Gateway of High Trestle Crossing Association
 1680 SW Ankeny Rd
 Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$5,945.00, calculated as follows:

Permanent Easement (Water Main):	5,589 SF x \$1.90 / SF x 30% =	\$2,757.66
Temporary Easement:	12,095 SF x \$1.90 / SF x 8% x 1.5 years =	\$3,185.73
Total Compensation:	(Rounded Up)	\$5,945.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the High Trestle Trail Water Main and Drainage Improvements project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 13th day of June, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder and Associates, Inc.

THIS OFFER IS ACCEPTED on this 2nd day of August, 2022.

GATEWAY OF HIGH TRESTLE CROSSING ASSOCIATION

By: 
Name: Justin Washburn
Title: Director

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PUBLIC WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Gateway of High Trestle Crossing Association, hereinafter referred to as “Grantor”, in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as “Grantee” or “City”, a permanent easement under, through, and across the following described real estate:

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

Public Water Main

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 2nd day of August, 20 22.

GATEWAY OF HIGH TRESTLE CROSSING ASSOCIATION

Justin Washburn
Signed

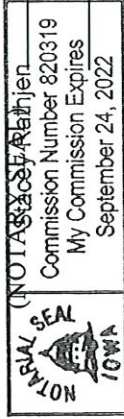
Justin Washburn - Director
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 2 day of August, A.D. 20 22,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Justin Washburn

X to me personally known
or proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



Stacy Rathjen Sign in Ink)

Stacy Rathjen (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

 INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s) _____

Corporate Seal is affixed
 No Corporate Seal procured

PARTNER(S):
 Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20 _____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20 _____.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:

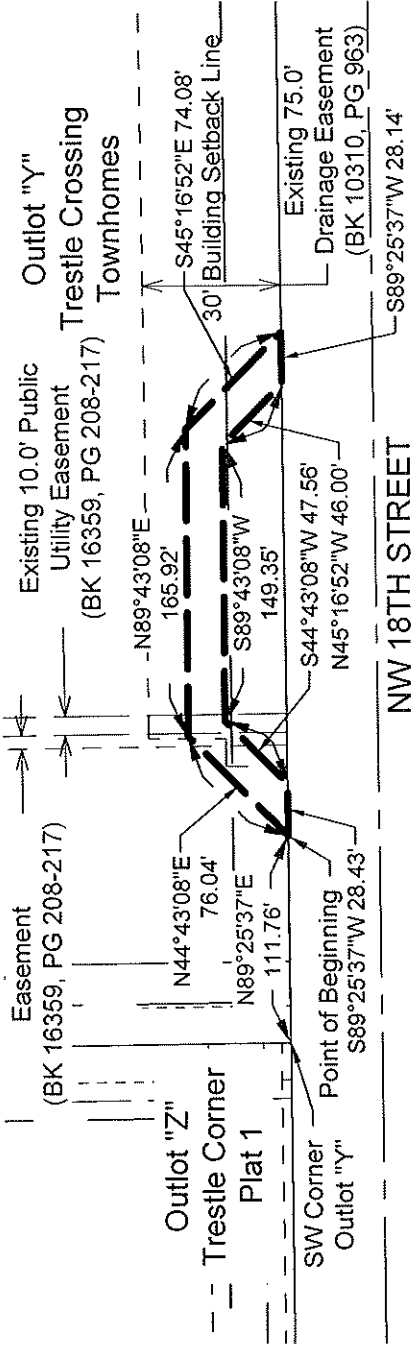
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
OUTLOT "Y"
TRESTLE CROSSING TOWNHOMES
REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

WATER MAIN EASEMENT DESCRIPTION

A PART OF OUTLOT "Y", TRESTLE CROSSING TOWNHOMES, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 89°25'37" EAST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 111.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°43'08" EAST, 76.04 FEET; THENCE NORTH 89°43'08" EAST, 165.92 FEET; THENCE SOUTH 45°16'52" EAST, 74.08 FEET TO SAID SOUTH LINE OF OUTLOT "Y"; THENCE SOUTH 89°43'08" WEST ALONG SAID SOUTH LINE, 28.14 FEET; THENCE NORTH 45°16'52" WEST, 46.00 FEET; THENCE SOUTH 89°43'08" WEST, 149.35 FEET; THENCE SOUTH 44°43'08" WEST, 47.56 FEET TO SAID SOUTH LINE OF OUTLOT "Y"; THENCE SOUTH 89°25'37" WEST ALONG SAID SOUTH LINE, 28.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.13 AC. (5,589 S.F.).



Lot 17	Lot G	Lot 8	Lot 9	Lot 10	Lot 11	Lot 12
North Creek Plat 6						
North Creek Plat 5						
Lot 7						
Lot 6						
GATEWAY OF HIGH TRESTLE CROSSING ASSOCIATION						

BASIS OF BEARING

THE SOUTH LINE OF SAID OUTLOT "Y" IS ASSUMED TO BEAR NORTH 89°25'37" EAST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar w/ Yellow Plastic	●	○
Cap # 19710	■	□
(Unless Otherwise Noted)		
ROW Marker		P
ROW Rail		M
Platted Distance		R
Measured Bearing & Distance		D
Recorded As		C
Deed Distance		
Calculated Distance		
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		



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

Erin D. Griffin, PLS
License Number 19710
Date 08/10/2022
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheet 1 of 1

HTT WATERMAIN AND DRAINAGE IMPROVEMENTS

PT OUTLOT "Y", TRESTLE CROSSING TOWNHOMES



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 1
PN: 120.1113.01A
T-R-S-80N-R24W-10
DATE: 04/12/22
PM/TECH: EDG/SDB

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Gateway of High Trestle Crossing Association, (hereinafter referred to as “Grantor”), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as “Grantee”), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

High Trestle Trail Water Main and Drainage Improvements

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 2nd day of August, 20 22.

GATEWAY OF HIGH TRESTLE CROSSING ASSOCIATION

Justin Washburn
Signed

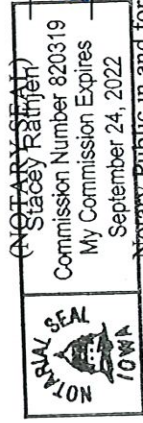
Justin Washburn - Director
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 2 day of August, A.D. 20 22,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Justin Washburn

X to me personally known
or proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



(NOTARY SEAL)
Stacey Rathjen (Sign in Ink)
Stacey Rathjen (Print Name)
Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

 INDIVIDUAL
 CORPORATE
 Title(s) of Corporate Officer(s)

 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(S):
 Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, , City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. , passed on the day of
 , 20 , and this certificate is made pursuant to authority
contained in said Resolution.

Signed this day of , 20 .

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:

ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
OUTLOT "Y"
TRESTLE CROSSING TOWNHOMES
REQUESTED BY:
CITY OF ANKENY

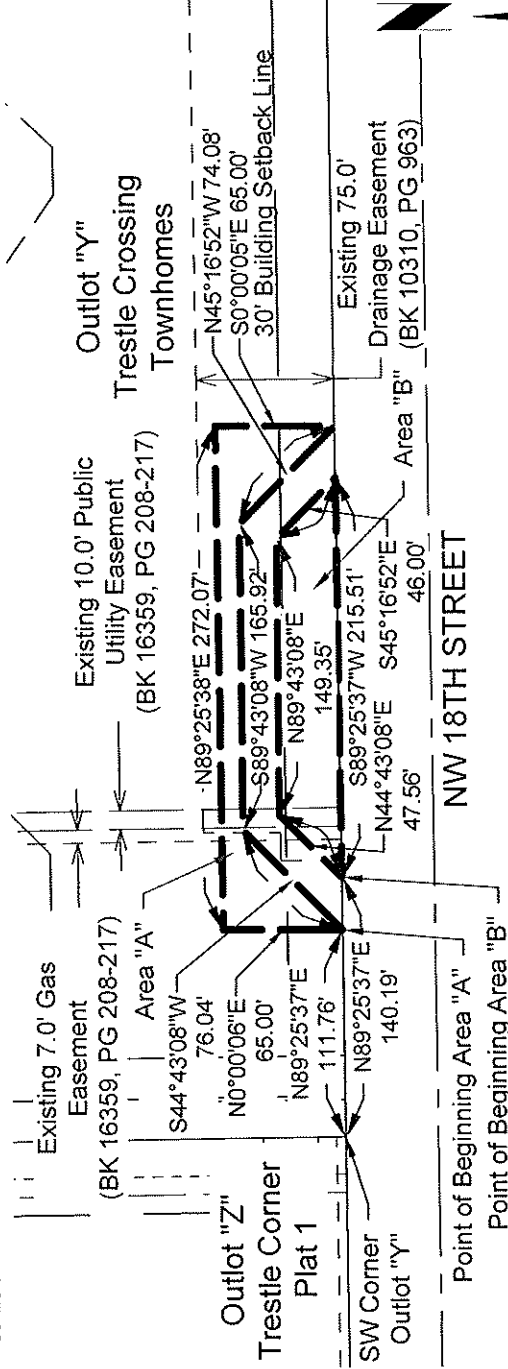
EASEMENT PLAT

TEMPORARY EASEMENT DESCRIPTION

A PART OF OUTLOT "Y", TRESTLE CROSSING TOWNHOMES, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA "A"
COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 89°25'37" EAST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 111.76 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°00'06" EAST, 65.00 FEET; THENCE NORTH 89°25'38" EAST, 272.07 FEET; THENCE SOUTH 0°00'05" EAST, 65.00 FEET TO SAID SOUTH LINE OF OUTLOT "Y"; THENCE NORTH 45°16'52" WEST, 74.08 FEET; THENCE SOUTH 89°43'08" WEST, 165.92 FEET; THENCE SOUTH 44°43'08" WEST, 76.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 AC. (6.061 S.F.)

AND
AREA "B"
COMMENCING AT THE SOUTHWEST CORNER OF SAID OUTLOT "Y"; THENCE NORTH 89°25'37" EAST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 140.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°43'08" EAST, 47.56 FEET; THENCE NORTH 89°43'88" EAST, 149.35 FEET; THENCE SOUTH 45°16'52" EAST, 46.00 FEET TO SAID SOUTH LINE OF OUTLOT "Y"; THENCE SOUTH 89°25'37" WEST ALONG SAID SOUTH LINE, 215.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.14 AC. (6.034 S.F.).



DATE OF SURVEY

02/17/21

OWNER

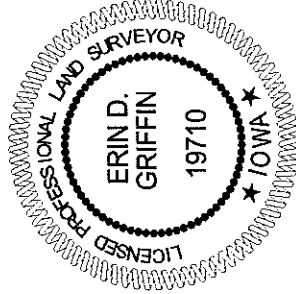
GATEWAY OF HIGH TRESTLE CROSSING ASSOCIATION

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar w/ Yellow Plastic Cap # 19710	●	○
(Unless Otherwise Noted)	■	□
ROW Marker		P
ROW Rail		M
Platted Distance		R
Measured Bearing & Distance		D
Recorded As		C
Deed Distance		
Calculated Distance		
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		

BASIS OF BEARING

THE SOUTH LINE OF SAID OUTLOT "Y" IS ASSUMED TO BEAR NORTH 89°25'37" EAST FOR THE PURPOSES OF THIS SURVEY.



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

Erin D. Griffin, PLS
Date

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:

Sheet 1 of 1

HTT WATERMAIN AND DRAINAGE IMPROVEMENTS

PT OUTLOT "Y", TRESTLE CROSSING TOWNHOMES

SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 1

PN: 120.1113.01A

T-R-S:80N-R24W-10

DATE: 04/12/22

PM/TECH: EDG/SD8



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider a motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of a permanent water main easement from Rock Equity Holdings, LLC for the High Trestle Trail (HTT) Transmission Main and Drainage Improvements Project in Ankeny, Iowa. (Rock Equity Holdings, LLC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting a permanent water main easement from Rock Equity Holdings, LLC to facilitate the construction of the HTT Transmission Main and Drainage Improvements Project.

FISCAL IMPACT: **No**

The total compensation for the permanent water main easement is \$1,635.00 rounding up. The easement costs are included in the project costs for the HTT Transmission Main and Drainage Improvements Project included within the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting a permanent water main easement from Rock Equity Holdings, LLC to facilitate the construction of the HTT Transmission Main and Drainage Improvements Project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

June 18, 2021: Property owners were notified of the upcoming Project Information Meeting that was held on June 30, 2021.

June 24, 2022: Snyder & Associates were given permission to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution - Rock
 Purchase Agreement - Rock
 Permanent Water Main Easement - Rock

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING
DOCUMENTS FOR THE ACQUISITION OF A PERMANENT WATER MAIN
EASEMENT FROM ROCK EQUITY HOLDINGS, LLC FOR THE HIGH TRESTLE
TRAIL TRANSMISSION MAIN AND DRAINAGE IMPROVEMENTS PROJECT IN
ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that a permanent water main easement be granted by Rock Equity Holdings, LLC for a parcel owned along NW 18th Street to facilitate the construction of the High Trestle Trail Transmission Main and Drainage Improvements project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Municipal Utilities staff to acquire said permanent water main easement necessary for the construction of the High Trestle Trail Transmission Main and Drainage Improvements project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent water main easement from Rock Equity Holdings, LLC for a parcel along NW 18th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Water Main Easement for the completion of the High Trestle Trail Transmission Main and Drainage Improvements project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 6th day of September, 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Rock Equity Holdings, LLC
 720 S 68th Street, Suite 210
 West Des Moines, IA 50266

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$1,635.00, calculated as follows:

Permanent Easement (Water Main):	$1.553 \text{ SF} \times \$3.50 / \text{SF} \times 30\% =$	\$1,630.65
Total Compensation:	(Rounded Up)	\$1,635.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the High Trestle Trail Water Main and Drainage Improvements project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 13th day of June, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: *Benjamin M. Alison*
Benjamin M. Alison, Snyder and Associates, Inc.

THIS OFFER IS ACCEPTED on this 27th day of June, 2022.

ROCK EQUITY HOLDINGS, LLC,
AN IOWA LIMITED LIABILITY COMPANY

By: *[Signature]*

Name: *Corey Kautz*

Title: *V.P.*

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (\$15) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PUBLIC WATER MAIN EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Rock Equity Holdings, LLC, an Iowa limited liability corporation, hereinafter referred to as “Grantor”, in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as “Grantee” or “City”, a permanent easement under, through, and across the following described real estate:

See Attached Permanent Easement Plat

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

Public Water Main

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.
2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or

material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.
4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, provided, however, that the duty of restoration shall be limited to grading and replacing grass or sod, and any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 1 day of July, 2022.

ROCK EQUITY HOLDINGS, LLC,
AN IOWA LIMITED LIABILITY CORPORATION

Signed

Corey Kautz V-L

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF polk } ss:

On this 1 day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared

 to me personally known or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL)

Katherine Holtz (Print Name)

Notary Public in and for the State of IOWA

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20____.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

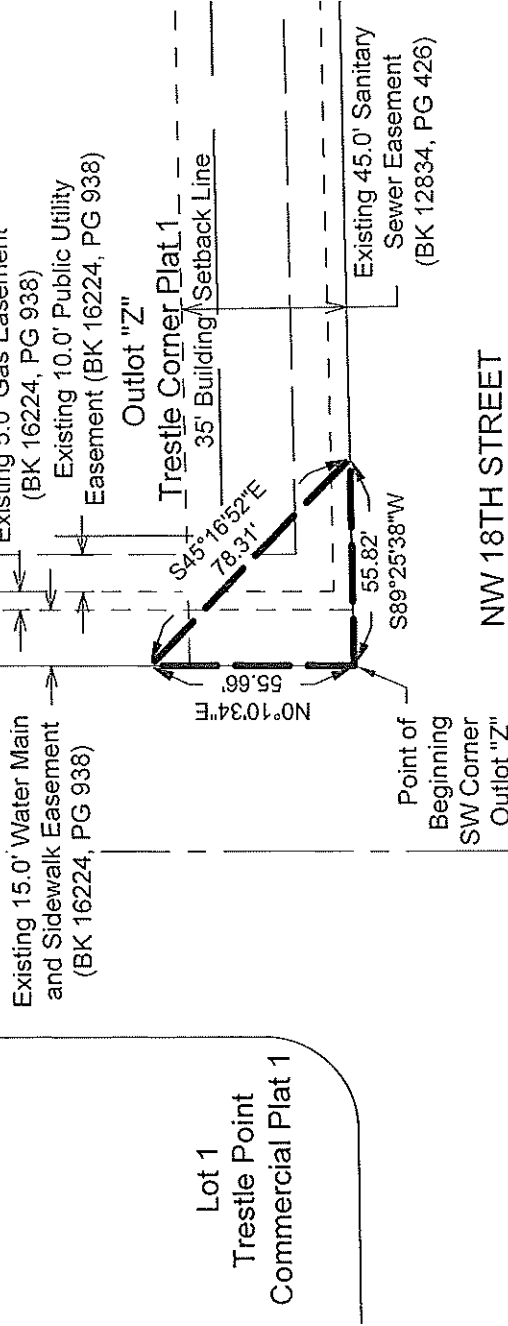
SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
OUTLOT "Z"
TRESTLE CORNER PLAT 1
REQUESTED BY:
CITY OF ANKENY

EASEMENT PLAT

WATER MAIN EASEMENT DESCRIPTION

A PART OF OUTLOT "Z", TRESTLE CORNER PLAT 1, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT "Z"; THENCE NORTH 0°10'34" EAST ALONG THE WEST LINE OF SAID OUTLOT "Z", 55.66 FEET; THENCE SOUTH 45°16'52" EAST, 78.31 FEET TO THE SOUTH LINE OF SAID OUTLOT "Z"; THENCE SOUTH 89°25'38" WEST ALONG SAID SOUTH LINE, 55.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 AC. (1,553 S.F.).



DATE OF SURVEY

02/17/21

OWNER

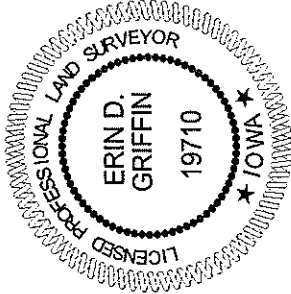
ROCK EQUITY HOLDINGS LLC

BASIS OF BEARING

THE WEST LINE OF SAID OUTLOT "Z" IS ASSUMED TO BEAR NORTH 0°10'34" EAST FOR THE PURPOSES OF THIS SURVEY.

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar w/ Yellow Plastic Cap # 19710	●	○
(Unless Otherwise Noted)		
ROW Marker	■	□
ROW Rail		P
Platted Distance		M
Measured Bearing & Distance Recorded As		R
Deed Distance		D
Calculated Distance		C
Centerline		
Section Line		
1/4 Section Line		
1/4 1/4 Section Line		
Easement Line		



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

Erin D. Griffin, PLS
License Number 19710
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheet 1 of 1

08/10/2022

HTT WATERMAIN AND DRAINAGE IMPROVEMENTS

PT OUTLOT "Z", TRESTLE CORNER PLAT 1

S SNYDER & ASSOCIATES

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 1

PN: 120.1113.01A

T-R-S:80N-R24W-10

DATE: 04/12/22

PM/TECH: EDG/ISDB



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a hold harmless agreement allowing Zack and Nicole Mundy to place an above ground pool in a portion of the City's Storm Sewer and Drainage Easement on a part of Lot 10, Creekside 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
 Hold Harmless Agreement

RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A HOLD HARMLESS AGREEMENT ALLOWING ZACH AND NICOLE MUNDY TO PLACE AN ABOVE GROUND POOL IN A PORTION OF THE CITY'S STORM SEWER AND DRAINAGE EASEMENT ON LOT 10, CREEKSIDE PLAT 4

WHEREAS, the proposed above ground pool will be placed within a storm sewer and drainage easement at the southeast corner of Lot 10, Creekside Plat 4; and

WHEREAS, Zach and Nicole Mundy and City Staff have agreed to a set of terms and conditions regarding the placement of the above ground pool in the storm sewer and drainage easement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby authorizes the Mayor to sign the aforesaid Hold Harmless Agreement on behalf of the City of Ankeny, Iowa, authorizing Zach and Nicole Mundy to place an above ground pool in a portion of the City's storm sewer and drainage easement on a part of Lot 10, Creekside Plat 4.

PASSED AND APPROVED this 6th day of September, 2022.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

Michelle Yuska, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Zach and Nicole Mundy 715 NE 45th Ankeny, IA 50021 Phone Number 515-779-1082 or 515-229-9781
SPACE ABOVE THIS LINE FOR RECORDER

Hold Harmless Agreement

Whereas, **Zach and Nicole Mundy**, (hereinafter "Property Owner") has requested permission to place an above ground swimming pool in a portion of the City of Ankeny's (hereinafter the "City") Storm Sewer and Drainage Easement, more particularly described as following

South 30' of Lot 10 Creekside Plat 4

and;

Whereas, the City is agreeable to allowing Zach and Nicole Mundy to place its **above ground swimming pool** in a portion of the Storm Sewer and Drainage Easement under the terms and conditions stated herein.

Now, therefore, it is hereby agreed as follows:

1. The City agrees to allow Zach and Nicole Mundy to place its **above ground swimming pool** at the southeast corner of Lot 10 Creekside Plat 4 in a portion of the City's Storm Sewer Drainage Easement. Said **above ground swimming pool** shall otherwise comply with all agreements, ordinances and laws.

2. Zach and Nicole Mundy, and/or **Zach and Nicole Mundy** successor-in-interest, agrees to remove the **above ground swimming pool**, at no cost to the City, within 14 days of the City's request for said removal, to allow work on the storm sewer or other utilities. If Zach and Nicole Mundy successor-in-interest, fails to remove said **above ground swimming pool** within the 14 days of the City's request then the City shall have the right to remove said **above ground swimming pool** at **Zach and Nicole Mundy**, and/or **Zach and Nicole Mundy** successor-in-interest, cost. In the event of a need for an emergency repair to the sanitary sewer line, the City shall have the right to remove said above ground swimming pool and bill the cost to **Zach and Nicole Mundy** and/or Zach and Nicole Mundy successor-in-interest and **Zach and Nicole Mundy** and/or **Zach Mundy** successor-in-interest agrees to pay such cost.

3. The City agrees that in the event the **above ground swimming pool** is removed, and if at the time the **above ground swimming pool** is removed it is a legal nonconforming use, **Zach and Nicole Mundy** shall have the right to rebuild the same **above ground swimming pool** that was removed in the same or a comparable location, at **Zach and Nicole Mundy** expense.

4. **Zach and Nicole Mundy** agrees to protect and indemnify and hold harmless the City from and against any and all losses, costs, damages and expenses occasioned by, or arising out of **Zach and Nicole Mundy** use of the City's Storm Sewer and Drainage Easement or the removal or rebuilding of its **above ground swimming pool**.

In Witness Whereof, the City of Ankeny has caused this Agreement to be duly executed in its name and on behalf by its Mayor and its seal to be hereunto duly fixed and attested by its City Clerk. Zach and Nicole Mundy has caused this Agreement to be executed by its authorized representative.

Dated this 25th day of August, 2022
City of Ankeny, Iowa Zach Mundy Nicole Mundy

By: _____
Mark E. Holm, Mayor

By: _____

Attest:

Name: Zach & Nicole Mundy
Title: Owners

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

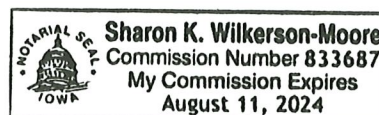
On the ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and **MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the ____ day of _____, 2022, and the said **MARK E. HOLM** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the 25th day of August, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared Zach Mundy + Nicole Mundy, to me personally known, who being by me duly sworn, did say that he/she is the foregoing instrument of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Sharon K. Wilkerson-Moore
Notary Public in and for the State of Iowa





ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting public improvements in Trestle Corner Plat 1, for traffic signal modifications.

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 TRESTLE CORNER PLAT 1 FOR TRAFFIC SIGNAL MODIFICATION IMPROVEMENTS

WHEREAS, on the 7th day of October, 2019, the City of Ankeny, Iowa entered into a three-party contract with Iowa Signal, Inc., the Contractor, and Caliber Iowa, the Developer, for the construction of certain public improvements generally described as Traffic Signal Improvements, approved under Resolution No. 2019-415; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on September 6th, 2022 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
- 2 That the above-described improvements be and are hereby accepted based on said certification.

PASSED AND APPROVED on this 6th day of September, 2022.

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

Trestle Corner Plat 1

Ankeny, Iowa

September 6th, 2022

This is to certify that the construction improvements on the Trestle Comer 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,



Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES



August 25, 2022

City of Ankeny
Engineering Department
410 West First Street
Ankeny, Iowa 50021

RE: Trestle Corner Plat 1
S&A PROJECT NO.: 117.0603.01

Submitted herein for your information are the following documents supporting the completion of Trestle Corner Plat 1

1. Record set of drawings showing as-built construction.
2. Field notes

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:

Air and Slump.

Sincerely,

Eric D. Cannon, P.E.

18954
Iowa Reg. No.

SNYDER & ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2022 Asphalt Street Resurfacing Program - SW Ordinance Road: Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$3,630.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with OMG Midwest, Inc. DBA Des Moines Asphalt & Paving in the amount of \$297,745.33; and d) Final Payment #2 in the amount of \$6,868.50; and Retainage Payment in the amount of \$14,887.27.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to OMG Midwest, Inc. DBA Des Moines Asphalt & Paving on the 2022 Asphalt Street Resurfacing Program - SW Ordinance Road project.

The 2022 Asphalt Street Resurfacing Program - SW Ordinance Road project is now complete. A series of actions are needed in order to close out this construction project:

- a) Approval of the Final Change Order #2 increasing the contract amount by \$3,630.00.
- b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.
- c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the 2022 Asphalt Street Resurfacing Program - SW Ordinance Road project and establishes the final contract amount to be \$297,745.33.
- d) Final Payment: OMG Midwest, Inc. DBA Des Moines Asphalt & Paving = \$6,868.50
- Retainage Payment: OMG Midwest, Inc. DBA Des Moines Asphalt & Paving= \$14,887.27

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 increasing the contract amount by \$6,630.00.
2. Accept the Engineer's Certificate of Completion for the 2022 Asphalt Street Resurfacing Program - SW Ordinance Road project.
3. Adopt the Resolution accepting the 2022 Asphalt Street Resurfacing Program - SW Ordinance Road project in the final contract amount of \$297,745.33.
4. Authorize Final Payment in the amount of \$6,868.50, and Retainage Payment in the amount of \$14,887.27.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

April 18, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application #2 (Final)
 Change Order #2 (Final)
 Certificate of Completion
 Resolution

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2022 Asphalt Street Resurfacing Program - SW Ordinance Rd
Contractor: OMG Midwes, Inc., DBA Des Moines Asphalt & Paving
Address: 2401 SE Tones Dr, Ste 13, Ankeny, IA 50021
Finance Budget Code: 950.3950.4451 **Finance Project #** 950.4451
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: April 18, 2022 **Vendor #** 593

Date of Council Meeting: September 6, 2022 **PAYMENT REQUEST #** 2 FINAL
PAYMENT PERIOD: From: July 6, 2022 Through: August 16, 2022

Contract Summary

Original Contract Amount:	\$	280,201.23	
Net change by Change Orders:	\$	17,544.10	
Contract Amount to Date: (line 1 ± 2)	\$	297,745.33	
Total completed and stored to date:	\$	297,745.33	
Retainage: 5 % of Completed Work:	\$	14,887.27	
Total Earned less Retainage:	\$	282,858.06	
Less previous applications for payment:	\$	275,989.56	
SUBTOTAL	\$		6,868.50
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		6,868.50

Balance to finish, including retainage: \$ 14,887.27

Contract Time Remaining (If applicable) - 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 Midwes, Inc., DBA Des Moines Asphalt & Paving

Brian Beaird
Signature

Firm Name

8/29/22
Date

Engineer / Consultant Approval:

City of Ankeny

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

9/24/2022
Date

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail: JHaberichter@AnkenyIowa.gov

Phone: (515) 963-3536

Fax: (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, Off-site	CY	308.00	23.00	331.00	\$ 100.00	\$ 33,100.00		\$ -	331.00	331.00	\$ 33,100.00	0.00	100.00%
2.02	Excavation, Class 13, For Widening	CY	369.00	36.00	405.00	\$ 25.00	\$ 10,125.00		\$ -	405.00	405.00	\$ 10,125.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	182.00	58.00	240.00	\$ 102.25	\$ 24,540.00		\$ -	240.00	240.00	\$ 24,540.00	0.00	100.00%
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	618.00	30.00	648.00	\$ 95.80	\$ 62,078.40		\$ -	648.00	648.00	\$ 62,078.40	0.00	100.00%
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	641.00	7.00	648.00	\$ 95.80	\$ 62,078.40		\$ -	648.00	648.00	\$ 62,078.40	0.00	100.00%
7.04	Removal of Sidewalk	SY	63.00		63.00	\$ 20.00	\$ 1,260.00		\$ -	63.00	63.00	\$ 1,260.00	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	38.00		38.00	\$ 100.00	\$ 3,800.00		\$ -	38.00	38.00	\$ 3,800.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	25.00		25.00	\$ 150.00	\$ 3,750.00		\$ -	25.00	25.00	\$ 3,750.00	0.00	100.00%
7.07	Detectable Warnings, Galvanized Steel	SF	32.00		32.00	\$ 75.00	\$ 2,400.00		\$ -	32.00	32.00	\$ 2,400.00	0.00	100.00%
7.08	Full Depth Patches, PCC, Class C, 8" Thick	SY	229.00	(100.00)	129.00	\$ 110.00	\$ 14,190.00		\$ -	129.00	129.00	\$ 14,190.00	0.00	100.00%
7.09	Milling, HMA, 2" Depth	SY	5,239.00	5,819.00	11,058.00	\$ 2.10	\$ 23,221.80		\$ -	11,058.00	11,058.00	\$ 23,221.80	0.00	100.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Durable	STA	79.00	(5.70)	73.30	\$ 92.00	\$ 6,743.60		\$ -	73.30	73.30	\$ 6,743.60	0.00	100.00%
8.02	Painted Symbols and Legends, Durable	EA	2.00		2.00	\$ 350.00	\$ 700.00		\$ -	2.00	2.00	\$ 700.00	0.00	100.00%
8.03	Grooves Cut for Pavement Markings	STA	78.00	(8.30)	69.70	\$ 55.00	\$ 3,833.50		\$ -	69.70	69.70	\$ 3,833.50	0.00	100.00%
8.04	Grooves Cut for Symbols and Legends	EA	2.00		2.00	\$ 175.00	\$ 350.00		\$ -	2.00	2.00	\$ 350.00	0.00	100.00%
8.05	Temporary Traffic Control	LS	1.00		1.00	\$ 11,594.63	\$ 11,594.63		\$ -	1.00	1.00	\$ 11,594.63	0.00	100.00%
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	10.00		10.00	\$ 175.00	\$ 1,750.00		\$ -	10.00	10.00	\$ 1,750.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.30	0.18	0.48	\$ 1,500.00	\$ 720.00	0.18	\$ 270.00	0.30	0.48	\$ 720.00	0.00	100.00%
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.30	0.28	0.58	\$ 6,000.00	\$ 3,480.00	0.58	\$ 3,480.00	0.30	0.58	\$ 3,480.00	0.00	100.00%
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.60	0.28	0.88	\$ 6,000.00	\$ 5,280.00	0.58	\$ 3,480.00	0.30	0.88	\$ 5,280.00	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 20,500.00	\$ 20,500.00		\$ -	1.00	1.00	\$ 20,500.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 1,250.00	\$ 1,250.00		\$ -	1.00	1.00	\$ 1,250.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Class Road Stone	TON	0.00	20.00	20.00	\$ 50.00	\$ 1,000.00		\$ -	20.00	20.00	\$ 1,000.00	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 = \$ 297,745.33 PAY PERIOD = \$ 7,230.00

COMPLETED = \$ 297,745.33

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 18, 2022	\$ 275,989.56
2		
3		
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35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
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41		
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70		

PREVIOUS PAY APP TOTAL = \$ 275,989.56

Record of Change Orders

No.	Date	Amount
1	July 18, 2022	\$ 13,914.10
2	September 6, 2022	\$ 3,630.00
3		
4		
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17		
18		
19		
20		

CHANGE ORDER TOTAL = \$ 17,544.10

Contract Time Remaining

Contract Period:	Calendar Date
Construction Start Date:	June 6, 2022

Substantial Completion

Contract Working Days:	July 29, 2022
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	

Full Completion

Contract Working Days:	August 19, 2022
Added by Change Order:	
Total Working Days:	
Working Days Used to Date:	
Working Days Remaining:	

city of
Ankeny
bringing it all together

Project Title:	2022 Asphalt Street Resurfacing Program - SW Ordinance Rd		
Contractor:	OMG Midwes, Inc., DBA Des Moines Asphalt & Paving		
Address:	2401 SE Tones Dr, Ste 13, Ankeny, IA 50021		
Finance Budget Code:	950.3950.4451	Finance Project #	950.4451
Vendor Project or Invoice #:	N/A	PO #	N/A
Original Contract Date:	April 18, 2022	Vendor #	593

Change Order Number: 2 FINAL

Change Order Date: September 6, 2022

Purpose of Change Order:

Adjust quantities to as-built quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.18	\$ 1,500.00	\$ 270.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.28	\$ 6,000.00	\$ 1,680.00
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.28	\$ 6,000.00	\$ 1,680.00
					\$ -

Change Order Number: 2	makes the following adjustments to the Contract:	\$ 3,630.00
------------------------	--	-------------

Contractor Accepted: OMG Midwes, Inc., DBA Des Moines Asphalt &

Firm Name Brian Beard Date 08/29/22
Signature _____ Date _____

Engineer Approved: _____ City of Ankeny




Firm Name _____
 Signature _____ Date _____

Owner Accepted: City of Ankeny

Signature	Title
-----------	-------

Date _____

Attest for Owner:

Signature	Title
-----------	-------

Date _____

Record of Change Orders

#	Date	Amount
	Original Contract Amount	\$ 280,201.23
1	July 18, 2022	\$ 13,914.10
2	September 6, 2022	\$ 3,630.00
3		
4		
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15		

Revised Contract Amount \$ 297,745.33

CERTIFICATE OF COMPLETION

2022 Asphalt Street Resurfacing Program – SW Ordinance Road

Ankeny, Iowa

September 6, 2022

This is to certify that the construction improvements on the *2022 Asphalt Street Resurfacing Program – SW Ordinance Road* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$297,745.33**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Jim Haberichter
Civil Engineer II
City of Ankeny
Iowa License Number P24710*

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE 2022 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 2022 ASPHALT STREET RESURFACING PROGRAM -SW ORDNANCE ROAD

WHEREAS, on the **18th** day of **April**, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **OMG Midwest, Inc. dba Des Moines Asphalt & Paving of Ankeny, Iowa**, for the construction of certain public improvements generally described as the 2022 Asphalt Street Resurfacing Program -SW Ordinance 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 6, 2022**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$297,745.33**, as shown in the report of the Engineer.

PASSED AND APPROVED this 6th day of September, 2022.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to receive and file the Ankeny Summerfest 2022 Report.

EXECUTIVE SUMMARY:
The Ankeny Summerfest 2022 Report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with Summerfest 2022. It also demonstrates the City's commitment to Summerfest and provides valuable information to the Ankeny Area Chamber of Commerce.

FISCAL IMPACT: **Yes**
The City's contribution of in-kind services and miscellaneous costs for Summerfest 2022 is \$54,630.06. These costs are paid from the Hotel/Motel Tax Fund.

CITY MANAGER'S RECOMMENDATIONS:
Recommend to receive and file the Ankeny Summerfest 2022 Report.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Summerfest 2022 Report



Jennifer Sease
Administrative Services Director
City Manager's Office

Date: August 31, 2022
To: Mayor and City Council
Subject: Summerfest 2022

Background

In 2007, the Ankeny City Council adopted Resolution No. 2007-201 formally recognizing Ankeny Summerfest as a special community festival eligible for support from the City of Ankeny through in-kind services.

In 2011, the Ankeny City Council approved a Summerfest Policy. The policy provided that as long as this special community festival is administered by the Ankeny Area Chamber of Commerce, the City will continue providing an annual subsidy within its fiscal means. The policy capped the maximum City contribution of in-kind services at \$50,000 annually to be paid from the hotel/motel tax fund. The maximum contribution has been adjusted approximately 5% annually and is approved in the hotel/motel tax fund budget.

Financial and Operational Impacts

The table below represents the history of the City's Summerfest and Celebrate Ankeny commitment of in-kind services (primarily personnel costs and equipment usage):

Summerfest 2011	\$ 41,768.11	Summerfest 2017	\$ 58,742.52
Summerfest 2012	49,595.20	Summerfest 2018	58,657.37
Summerfest 2013	61,251.89	Summerfest 2019	59,180.95
Summerfest 2014	47,392.21	Celebrate Ankeny 2021	12,838.13
Summerfest 2015	46,918.98	Summerfest 2022	54,630.06
Summerfest 2016	45,615.81		

The table below represents the departmental costs related to Summerfest 2022:

Department	Personnel Costs Regular	Personnel Costs Overtime	Miscellaneous Costs	Total
Fire	\$ 5,856.96	\$ 2,470.53	\$ 956.93	\$ 9,284.42
IT	-	992.03	-	992.03
Park Maintenance	1,419.45	636.47	2,371.44	4,427.36
Police	9,815.19	19,037.41	-	28,852.60
Public Works	1,178.42	4,471.21	3,823.12	9,472.75
Water	260.90	1,056.58	283.42	1,600.90
Total	\$ 18,530.92	\$ 28,664.23	\$ 7,434.91	\$ 54,630.06

The FY 2023 budgeted commitment to Summerfest 2022 is \$71,000. The actual departmental costs of \$54,630.06 are \$16,369.94 below budget. These costs are paid from the Hotel/Motel Tax Fund. It is difficult to compare the costs of Summerfest 2022 to recent years due to the cancellation in 2020, the 1-day Celebrate Ankeny event in

2021 and the relocation to The District at Prairie Trail in 2022. The location change did reduce some in-kind services, primarily in the park maintenance and public works departments, but those were offset by the significant public safety resources required for the event. Additionally, payroll and benefits costs have increased annually since the full event was last held in 2019.

Conclusion

This report is intended to inform elected officials of the City's obligation of resources, operational impacts and costs associated with Summerfest 2022. It also demonstrates the City's commitment to Summerfest and provides valuable information to the Ankeny Area Chamber of Commerce.



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to approve the Orders of Dismissal of the First Violation of tobacco offense for Tobacco Permit Holders.

EXECUTIVE SUMMARY:

In accordance with the Iowa Code Section 453A.2(1) pertaining to tobacco violations, the following violations have been investigated and are presented to the City Council for dismissal.

1. Grubb's Pub, 1165 SW Ordinance Rd, Ankeny, Iowa - The underlying charge against the employee of the permit holder has been dismissed.

2. Hy-Vee #2, 1710 SW Oralabor Rd., Ankeny, Iowa - Notification of Affirmative Defense pursuant to Iowa Code Section 453A.22(3).

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approval the Orders of Dismissal.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Order of Dismissal
 Order of Dismissal

ORDER OF DISMISSAL

IN RE:	:	
	:	
Permit Holder:	:	ORDER DISMISSING
Grubb's Pub	:	FIRST VIOLATION
1165 SW Ordinance Rd.	:	
Ankeny, IA 50023	:	
	:	

NOW ON THIS the 6th day of September 2022, the Ankeny City Council having received notification that the underlying charge against the employee of the Permit Holder has been dismissed.

WHEREFORE, the Ankeny City Council **FINDS** that the above captioned matter should be dismissed and not be counted as a First Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that a dismissal is hereby ordered.

Dated at Ankeny, Iowa, the 6th day of September 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Copies to:
Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

ORDER OF DISMISSAL

IN RE:	:	
	:	
Permit Holder:	:	ORDER DISMISSING
Hy-Vee #2	:	FIRST VIOLATION
1710 SW Oralabor Rd.	:	
Ankeny, IA 50023	:	
	:	

NOW ON THIS the 6th day of September 2022, the Ankeny City Council having received notification of an affirmative defense available pursuant to Iowa Code Section 453A.22(3).

WHEREFORE, the Ankeny City Council **FINDS** that with respect to the violation of Iowa Code Section 453A.2(1) by an employee of Hy-Vee, Inc., at the Hy-Vee convenience store on 1710 Oralabor Road in Ankeny, Iowa on February 11, 2022, of Hy-Vee, Inc. has asserted the affirmative defense available pursuant to Iowa Code Section 453A.22(3). Hy-Vee has not previously asserted an affirmative defense available to it pursuant to Iowa Code Section 453A.22(3) at this licensed location within the four (4) year period prior to the date of this letter.

IT IS THEREFORE ORDERED that a dismissal is hereby ordered.

Dated at Ankeny, Iowa, the 6th day of September 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Copies to:
Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider motion to approve the Orders Accepting Acknowledgement/Settlement Agreement with Tobacco Permit Holders.

EXECUTIVE SUMMARY:
In accordance with the Iowa Code Section 453A.2(1) pertaining to tobacco violations, the following violations are presented to the City Council for acknowledgement and settlement.

- 1.) Casey's, 1024 E 1st St., Ankeny, Iowa – first violation \$ 300.00
 - 2.) Casey's, 1024 E 1st St., Ankeny, Iowa – second violation \$ 1,500.00
 - 3.) Kum & Go, 1910 SW White Birch Cir, Ankeny, Iowa – first violation \$ 300.00
 - 4.) Kum & Go, 1910 SW White Birch Cir, Ankeny, Iowa – second violation \$ 1,500.00
-

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Orders Accepting Acknowledgement/Settlement Agreement with Tobacco Permit Holders.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Orders-Accepting Acknowledgement/Settlement
 Orders-Accepting Acknowledgement/Settlement
 Orders-Accepting Acknowledgement/Settlement
 Orders-Accepting Acknowledgement/Settlement

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT AGREEMENT**

IN RE:	:	
	:	
Permit Holder:	:	
Casey's	:	FIRST VIOLATION
1024 E 1st St.	:	
Ankeny, IA 50021	:	
	:	

NOW ON THIS the ____ day of _____, 2022, in lieu of a public hearing on the matter, the Ankeny City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned Permit Holder and the City of Ankeny.

WHEREFORE, the Ankeny City Council **FINDS** that the above captioned Permit Holder has remitted to the City of Ankeny a civil penalty in the amount of Three Hundred Dollars (\$300.00). Be advised that this sanction will count as a First Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Dated at Ankeny, Iowa, the ____ day of _____, 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Copies to:
Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT AGREEMENT**

IN RE:

:
:
:
:
:
:
:

Permit Holder:

Casey's

1024 E 1st St.

Ankeny, IA 50021

SECOND VIOLATION

NOW ON THIS the ____ day of _____, 2022, in lieu of a public hearing on the matter, the Ankeny City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned Permit Holder and the City of Ankeny.

WHEREFORE, the Ankeny City Council **FINDS** that the above captioned Permit Holder has remitted to the City of Ankeny a civil penalty in the amount of Fifteen Hundred Dollars (\$1,500.00). Be advised that this sanction will count as a Second Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Dated at Ankeny, Iowa, the ____ day of _____, 2022

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Copies to:

Amy S. Beattie

BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.

6701 Westown Parkway, Suite 100

West Des Moines, Iowa 50266

Telephone: (515) 274-1450

Fax: (515) 274-1488

E-mail: amy.beattie@brickgentrylaw.com

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT AGREEMENT**

IN RE:	:	
	:	
Permit Holder:	:	
Kum & Go	:	FIRST VIOLATION
1910 SW White Birch Cir.	:	
Ankeny, IA 50023	:	
	:	

NOW ON THIS the ____ day of _____, 2022, in lieu of a public hearing on the matter, the Ankeny City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned Permit Holder and the City of Ankeny.

WHEREFORE, the Ankeny City Council **FINDS** that the above captioned Permit Holder has remitted to the City of Ankeny a civil penalty in the amount of Three Hundred Dollars (\$300.00). Be advised that this sanction will count as a First Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Dated at Ankeny, Iowa, the ____ day of _____, 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Copies to:
Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

**ORDER ACCEPTING
ACKNOWLEDGMENT/SETTLEMENT AGREEMENT**

IN RE:	:	
	:	
Permit Holder:	:	
Kum & Go	:	SECOND VIOLATION
1910 SW White Birch Cir.	:	
Ankeny, IA 50023	:	
	:	

NOW ON THIS the ____ day of _____, 2022, in lieu of a public hearing on the matter, the Ankeny City Council approves the attached Acknowledgment/Settlement Agreement between the above captioned Permit Holder and the City of Ankeny.

WHEREFORE, the Ankeny City Council **FINDS** that the above captioned Permit Holder has remitted to the City of Ankeny a civil penalty in the amount of Fifteen Hundred Dollars (\$1,500.00). Be advised that this sanction will count as a Second Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(b).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

Dated at Ankeny, Iowa, the ____ day of _____, 2022

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Copies to:
Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-71

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-71

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2118: An Ordinance amending Chapter 100, Regulation of Industrial Wastewater, of the Municipal Code of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:
As part of the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), each Participating Community, including the City of Ankeny, is expected to enact industrial pretreatment ordinances in a form that is consistent in all respects with those that are approved by the WRA Board. In the past, the WRA Board and subsequently the City of Ankeny approved various Industrial Waste Ordinances (2005 and 2006) and amendments to those ordinances (2010 and 2018).

The WRA Board is now requesting Participating Communities approve amendments to the existing ordinances regulating Industrial Waste (three agenda items for ordinance amendments), as well as an update to the administrative penalties for violations of the Industrial Waste Ordinances in the form of a Resolution (one agenda item). All four agenda items and their associated amendments need to have an effective date of October 1, 2022.

The proposed modifications to the existing Industrial Waste Ordinance and Resolution includes the following:

(This agenda item) Chapter 100 – Regulation of Industrial Wastewater:

- Minor edits and additions to Definitions, Abbreviations.
- Addition of Grimes to the WRA Participating Communities list
- Adding one item to the list of Discharge Prohibitions.
- Updating fees for annual permit fees, trip charges, equipment fees, permit violation fees, and inspection fees.
- Updating industrial user surcharge fees per WRA's 2022 Rate Study and adding a schedule of rate increases.
- Restructuring and revising language to better reference reporting requirements.

Chapter 101 - Fat, Oil, and Grease Discharge by Food Service Establishments:

- Removing self-cleaning certification option for maintaining small grease traps.
- Requiring certified grease haulers to undergo grease interceptor cleanout inspections by WRA staff every 2 years.
- Require FSEs to maintain interceptor manholes and grease traps in readily-accessible condition.

Chapter 102 – Regulation of Hauled Waste:

- Expanding coverage/applicability of performance and payment bonds to cover hauled waste generators.
- Giving WRA Director authority to revoke permits/terminate service for a broader range of reasons involving hauled waste & negligent damages.
- Increasing bond amounts for licensed haulers and waste generators from \$10,000 to up to \$100,000 structured in tiered fashion according to their monthly bill amounts.
- Updating standards and sampling/testing of disposal at WRF for waste haulers scaling in and out on the WRF scales system.
- Revising treatment fee charges based on consultant study.

The amendments as presented by the WRA Board will result in an additional \$200,000 in revenue to the WRA. This revenue will be generated by the users creating the demand in the system in the form of annual permit fees, trip charges, equipment fees, permit violation fees, inspection fees for the fats, oils, and grease program, and also an update to industrial surcharge fees charged to high strength waste generators.

The new industrial surcharge fee is supported by the 2022 WRA Rate Study. The implementation of the new rate structure for industrial surcharge is expected to be implemented incrementally from 2022-2024. After 2024, the rates are scheduled to increase by 2% each year. The City of Ankeny has four permitted industries with industrial pre-treatment and/or that haul waste to the WRA. Of those four, only two have

industrial surcharges and will be affected by the ordinance change the most. The amount of impact will independently vary based on the strength and volume of waste sent to the WRA by the particular industrial waste generator.

FISCAL IMPACT: Yes

This item carries a minimal financial impact for the preparation and publication of the ordinance change. Users of the Industrial Waste Program will experience a financial impact as a result of the amendments presented in the form of updated fees and surcharges. Those impacts will vary by industrial user regulated by these Code sections.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends acceptance of the amendment to the Ordinance as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2118.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chapter 100
 WRA Presentation

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 100, REGULATION OF
INDUSTRIAL WASTEWATER, 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 100 of the Code of Ordinances to match current standards and practices.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ANKENY, IOWA:**

Section 1: That Section 100.01, Interpretation and Definitions, be and is hereby amended to delete the stricken language and to include the underlined language:

32A. “Non-Significant Categorical Industrial User (NSCIU)” is a Categorical user which never discharges more than 100 gallons per day of total categorical wastewater, as defined in 40 CFR 403.3(v)(2).

...

65. “Waste hauler” means a private contractor licensed by the WRA to deliver wastewater to the WRF or other locations approved by the WRA Director, and includes all persons required to have a license under Section 102.02 of this Code of Ordinances.

67A. “Waste generator” means any person which hauls or has hauled on its behalf wastewater it generates to the WRF.

...

73. “WRA participating community” or “WRA participating communities” means, individually or collectively, depending on context, the cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Polk City, Pleasant Hill, Waukee and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties or sanitary districts that become participating communities under the provisions of the WRA Agreement.

Section 2: That Section 100.08, Discharge Prohibitions, be and is hereby amended to delete the stricken language and to include the underlined language:

9. Any Rradioactive material as defined in the wastes unless they comply with Atomic Energy Commission Act of 1954, as amended, and as defined in

I.C. §136C.1, except materials which meet conditions of disposal by release into sanitary sewage pursuant to 10 CFR 20.2003. (68 Stat. 919 as amended and part 20, Sub-Part D – Waste Disposal, Section 20.303 of the Regulations issued by the Atomic Energy Commission, or amendments thereto).

12. Hazardous Waste Pharmaceuticals for human or animal use as defined in 40 CFR 266.500.

Section 3: That Section 100.17, Fees, be and is hereby amended to delete the stricken language and to include the underlined language:

1. All users shall be subject to the following fees and charges:
 - A. The one-time wastewater discharge permit application fee ~~is shall be~~ \$200.00 for a Class A permit, and \$100.00 for a Class B permit ~~and \$100.00 for soil/groundwater remediation permits.~~
 - B. The annual fee for a Class A wastewater discharge permit, including annual inspection of permitted users, shall be \$1,500.00 ~~is \$1,000.00.~~
 - C. The annual fee for a Class B wastewater discharge permit, including annual inspection of permitted users if completed or applicable, shall be \$750.00 ~~is \$400.00.~~
 - D. The fee paid by each industrial user when an accidental discharge or slug load occurs shall be the total costs incurred by the WRA as a result of said discharge or load. Said fee may be charged by the WRA separately from and in addition to a civil penalty of up to \$1,000.00 charged to the user under Section 101.39 of this Article related to said discharge or load up to \$1,000.00. Said fee shall reimburse the City or WRA for any costs incurred as a result of the discharge.
 - E. The trip charge fee for sampling or inspecting a user's discharge is \$50.00/day per event. An equipment fee of \$50.00 per event shall also apply when using a WRA-owned 24-hour automatic sampler. The fee for subsequent consecutive days and for collecting grab samples is \$25.00/day. When a sampling or inspection event must be rescheduled due to failure of the user's sampling equipment, or due to a sampler seal (used to detect sample tampering) being broken, monitoring facilities not being readily accessible or operational, or any other reason beyond the control of the WRA, a trip charge of \$50.00 \$25.00 and a rescheduling fee of \$50.00 shall be assessed. The trip charge fee may be waived if the user informs the POTW of sampling equipment failure prior to 8:00 a.m. of a scheduled sampling day.

...

H. Fees for rescheduling a scheduled inspection with WRA personnel, with less than 24 hours' notice or if appropriate facility managers are unavailable at the scheduled time of inspection, annual or biannual inspections of permitted users shall be \$100.00 per rescheduled inspection for those holding a Class A permit and \$50.00 for those holding a Class B permit.

...

K. Prohibitive waste charges for each pollutant discharged in excess of permit or ordinance limits shall be \$50.00 per violation ~~\$25.00/day~~ for Class B permit holders and \$100.00 per violation ~~\$50.00/day~~ for Class A permit holders. ~~High strength e~~Charges shall double if discharges exceed are slug threshold values loads. Payment of fees does not preclude other enforcement action and may not be paid in lieu of compliance with discharge limitations.

L. At the WRA's discretion, administrative cost recovery fees may be assessed separately to a user or added to a user's disposal fee for actions or occurrences subject to Chapter 102 of this Code which result in the need for additional labor, equipment, and/or materials from the WRA or its contractors, including but not limited to cleanup of spills, infrastructure maintenance, improper scale transactions, improper disposal, and waste source verification. Fees shall be assessed based on the actual costs incurred by the WRA, or on the estimated costs incurred by the WRA rounded down to the nearest multiple of twenty based on actual rates for labor, materials, and equipment with a minimum fee of not less than \$20.00. Fees under this Section L will be charged in addition to charges, fines, fees, or other costs associated with rejected, unapproved, or atypical wastes under Sections 102.09 and 102.11 of this chapter. Fees for inspection of a food service establishment as defined in Section 101.02 of this Code, regulation of fats, oils, and grease discharge by food service establishments, shall be \$50 per visit.

2. All users contributing wastewater in excess of the concentrations hereafter listed shall be assessed a surcharge, which shall be in addition to the rates and charges ordinarily billed to such users for sewer use. Commencing October 1, 2022, until June 30, 2025, surcharges shall be assessed in accordance with the following rate schedule:

	<u>Surcharge per Pound of Pollutant for the Period:</u>		
<u>Pollutant</u>	<u>10/1/2022 – 6/30/2023</u>	<u>7/1/2023 – 6/30/2024</u>	<u>7/1/2024 – 6/30/2025</u>
<u>Total suspended solids in excess of 250 mg/l</u>	<u>\$ 0.18</u>	<u>\$ 0.20</u>	<u>\$ 0.22</u>

<u>BOD or CBOD in excess of 200 mg/l</u>	<u>0.14</u>	<u>0.17</u>	<u>0.21</u>
<u>TKN in excess of 30 mg/l</u>	<u>0.55</u>	<u>0.49</u>	<u>0.42</u>
<u>Oil and grease in excess of 100 mg/l</u>	<u>0.08</u>	<u>0.10</u>	<u>0.11</u>

Pollutant	Surcharge
Suspended solids in excess of 250 mg/l	\$0.16/lb
BOD or CBOD in excess of 200 mg/l	\$0.11/lb
TKN in excess of 30 mg/l	\$0.61/lb
Oil and grease in excess of 100 mg/l	\$0.06/lb

Commencing on July 1, 2025, surcharge rates listed in the above table shall be annually adjusted as of July 1 of each year to increase two percent per annum rounded to the nearest whole cent.

Chemical Oxygen Demand (COD) in excess of 300 mg/l may be used at the discretion of the WRA Director in lieu of BOD. In such case the excess COD concentration shall be multiplied by the known CBOD/COD ratio or by a ratio of two-thirds (2/3) to establish an equivalent CBOD concentration.

Ammonia Nitrogen (NH₃-N) in excess of 15 mg/l may be used at the discretion of the WRA Director in lieu of TKN by multiplying the excess NH₃-N concentration times two (2) to establish an equivalent TKN concentration.

Section 4: That Section 100.20, Permit Applications; Baseline Monitoring Reports, be and is hereby amended to delete the stricken language and to include the underlined language:

**100.20 PERMIT APPLICATIONS; BASELINE MONITORING REPORTS;
COMPLIANCE SCHEDULES.**

Users applying for a wastewater discharge permit or categorical users submitting a baseline monitoring report shall submit the following information as required by 40 CFR 403.12 or by the WRA Director:

1. Users applying for a wastewater discharge permit must submit an application form prescribed by the WRA and accompanied by the application fee. All new significant users must submit such application 180 days prior to the date of any wastewater discharge. (new Section 2 below was originally included in this Section 1)

2. Existing users subject to new NCPS must, within 180 days after the effective date of the standard, submit a baseline monitoring report prescribed by the WRA. New users subject to the National Categorical Pretreatment Standards must submit a

baseline monitoring report prescribed by the WRA at least 90 days prior to commencement of discharge to the POTW. A baseline monitoring report shall include:
~~such an application. The following information is required:~~

A. Name, address, and location of facility (if different from the mailing address).

B. Name of the operator and owners of the facility ~~a person or agent authorized to accept legal service of process.~~

C. ~~Standard Industrial Classification (SIC) code of both the industry as a whole and any processes for which NCPS have been promulgated and~~ A a list of all any environmental control permits held by or for the facility.

D. A description of the operations including the average rate of production, applicable Standard Industrial Classification (SIC) codes, schematic process diagrams, and points of discharge to the POTW from regulated processes. ~~Wastewater constituents and characteristics including any pollutants in the discharge which are limited by any Federal, State, or local standards with sampling and analysis performed in accordance with EPA approved methods, and meeting the following requirements:~~

~~(1) — The user shall identify the pretreatment standards applicable to each regulated process if the user is a categorical user.~~

~~(2) — All samples shall be representative of daily operations.~~

~~(3) — A minimum of four (4) grab samples, if required, must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organics. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA Director may waive flow-proportional composite sampling for any user that demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four (4) grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged.~~

~~(4) — Where the flow of the stream being sampled is less than or equal to 250,000 gpd, the user must analyze three (3) samples within a two-week period. Where the flow of the stream being~~

sampled is greater than 250,000 gpd, the user must analyze six (6) samples within a two-week period.

(5) — Samples must be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists and prior to mixing with other waste. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA Director. Users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW.

(6) — The WRA Director may allow the submission of an application which utilizes only historical data so long as the data provides information sufficient to determine the need for pretreatment.

(7) — A statement indicating the time, date and place of sampling, methods of analysis, and certifying that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW shall accompany each Application/Baseline Monitoring Report unless such sampling and analysis was performed by the WRA.

E. Daily average and daily maximum flow measurements for regulated process waste streams and nonregulated waste streams where necessary Time and duration of all discharges.

F. The categorical user shall identify the pretreatment standards applicable to each regulated process and shall submit the results of sampling and analysis identifying the nature and concentration (or mass, where required) of pollutants contained therein which are limited by the applicable pretreatment standards from each regulated process Daily maximum, daily average and monthly average wastewater flow rates, including daily, monthly, and seasonal variations, if any.

G. The user shall take a minimum of one representative sample immediately downstream of any pretreatment facility or immediately downstream of each regulated process if no pretreatment exists and prior to mixing with other waste to compile that data necessary to

comply with this requirement. If non-regulated wastewater is mixed with regulated wastewater prior to pretreatment, the user must measure the flows and concentrations necessary to allow use of the combined waste stream formula of 40 CFR 403.6(e) in order to evaluate compliance with pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e), this adjusted limit along with supporting data shall be submitted to the WRA director. Sampling and analysis shall be performed in accordance with 40 CFR 136 or other verified method approved by the WRA director ~~Description of activities, facilities, and plant processes at the site, including a list of all raw materials and chemicals used at the facility which are or could accidentally or intentionally be discharged to the POTW.~~

H. The time, date, and place of sampling, methods of analysis, and certification that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW ~~The site plans, floor plans and mechanical and plumbing plans and details to show all sewers, floor drains, and appurtenances by size, location and elevation. The plans shall include a schematic process diagram which indicates all points of discharge to the POTW. All plans must be certified for accuracy by a professional engineer registered in the State of Iowa.~~

I. Historical data may be allowed by the WRA director so long as the data provides information sufficient to determine the need for industrial pretreatment measures ~~Each product produced by type, amount, process or processes and rate of production.~~

J. Certification by an authorized representative of the user as referenced in Section 100.30 and certified to by a qualified professional indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance or additional pretreatment is required for the user to meet pretreatment standards and requirements ~~Type and amount of raw materials processed (average and maximum per day).~~

K. If additional pretreatment or O&M will be required to meet pretreatment standards, requirements, discharge limits as set forth in Sections 100.09, 100.10 and 100.11 of this Article, or any other limit set by the WRA director, the user shall supply a compliance schedule indicating the shortest time schedule necessary to accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule: ~~Number and type of employees, and~~

hours of operation, and proposed or actual hours of operation of the pretreatment facility.

(1) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable, but shall not be limited to dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.

(2) No increment referred to in Subsection 2.K(1) of this Section shall exceed nine months, nor shall the total compliance period exceed 18 months.

(3) No later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA director, including, at a minimum, whether or not it complied with the increment of progress, the reason for any delay, and the steps being taken by the user to return to the established schedule. In no event shall more than nine months elapse between such progress reports to the WRA director.

L. A minimum of four grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants required, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The WRA director may waive flow-proportional composite sampling for any user who demonstrates that flow-proportional sampling is not feasible. In such cases, samples may be obtained through time-proportional techniques or through a minimum of four grab samples where the user demonstrates that such sampling will provide a representative sample of the effluent being discharged. A statement, reviewed by an authorized representative of the user (as defined in Section 100.01 and certified to by a professional engineer licensed in the State of Iowa, indicating whether pretreatment standards are being met on a consistent basis and if not whether additional operation and maintenance (O&M) or additional pretreatment is required for the user to meet pretreatment standards and requirements.

M. If additional pretreatment or O&M will be required to meet pretreatment standards or requirements, then the user shall supply a compliance schedule indicating the shortest time schedule necessary to

accomplish installation or adoption of such additional pretreatment or O&M. The completion date in this schedule shall not be longer than the compliance date established for the applicable pretreatment standard. The following conditions apply to this schedule:

(1) — The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards. Such schedule shall include, where applicable (but shall not be limited to), dates for the hiring of an engineer, completing preliminary plans, executing contracts for major components, commencing construction, beginning operation, and conducting routine operations.

(2) — No increment referred to in subsection (1) above shall exceed nine (9) months, nor shall the total compliance period exceed eighteen (18) months.

(3) — No later than fourteen (14) days following each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA Director, including as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and if appropriate, the steps being taken by the user to return to the established schedule. In no event shall more than nine (9) months elapse between such progress reports to the WRA Director.

N. — If additional pretreatment and/or operation and maintenance will be required to meet the limits on discharge into the POTW set forth in Sections 100.08, 100.09, 100.10, or any other limits set by the WRA Director, a plan shall be provided by the user giving the shortest schedule by which the user will provide the needed equipment, operation, or maintenance changes and additions to meet such limits. The completion date in this schedule shall not be later than the compliance date established for the NCPS. In the case of a compliance schedule for meeting NCPS the following condition shall apply:

(1) — The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required to meet the applicable NCPS (such schedule shall include, where applicable, but not be limited to, dates for the hiring of an engineer, completing preliminary plans, completing final plans, executing contract for major

~~components, commencing construction and completing construction).~~

~~(2) — No time increment in the schedule may exceed nine (9) months.~~

~~(3) — No later than fourteen (14) days after each date in the schedule and the final date for compliance, the user shall submit a progress report to the WRA Director stating whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the user to return to the schedule established. In no case shall more than nine (9) months elapse between such progress reports to the WRA.~~

~~Ø. — Any additional information required by the WRA Director to evaluate a permit application.~~

3. New significant users not subject to categorical standards shall submit analysis of wastewater representative of the effluent discharged to the POTW as required in subsections 2.G-I of this Section for all parameters deemed necessary by the WRA director.

4. New or existing industrial users not subject to categorical pretreatment standards who fail to meet local, state, or federal pretreatment standards or other permit requirements on a consistent basis shall be subject to compliance schedules for additional pretreatment or O&M as outlined in subsection 2.K of this section.

~~2. 5.~~ All applications and reports must contain the certification statement and be signed in accordance with Section 100.30.

Section 5: That Section 100.21, Categorical Industries; Report on Compliance, be and is hereby amended to delete the stricken language and to include the underlined language:

100.21 CATEGORICAL USERS ~~INDUSTRIES~~; REPORT ON COMPLIANCE.

Users subject to NCPS shall submit a report to the City or WRA Director containing the information described in subsection 100.20~~(1)(2)~~, ~~paragraphs A, C, D, E, and K~~ within 90 days following the date for final compliance with applicable NCPS or, in the case of a new source, following commencement of discharge. Users subject to equivalent mass or concentration limits shall provide a reasonable measure of the user's long-term production rate. For all other users subject to NCPS expressed in terms of allowable pollutant

discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All reports must contain the certification statement and be signed in accordance with Section 100.30 of this chapter.

Section 6: That Section 100.22, Permit Contents, be and is hereby amended to delete the stricken language and to include the underlined language:

100.22 PERMIT CONTENTS.

Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the WRA Director to prevent pass through or interference, protect the quality of the water body receiving the POTW's effluent, protect worker health and safety, facilitate the WRA's sludge management and disposal program, ~~protect ambient air quality~~, and protect against damage to the POTW. The WRA Director may include, but need not be limited to, the following:

...

Section 7: That Section 100.40, Performance Bonds, be and is hereby amended to delete the stricken language and to include the underlined language:

100.40 PERFORMANCE AND PAYMENT BONDS.

1. The WRA Director may decline to reissue a permit to any user who has failed to comply with the provision of this chapter or any order or previous permit issued hereunder unless such user first files a satisfactory bond payable to the WRA in a sum not to exceed the value determined by the WRA Director to be necessary to achieve compliance giving due consideration to the number and magnitude of previous violations, potential need for remediation and stating the reasons which support the amount of bond in a written order directed to the user, but in no case shall the bond be required to be greater than \$100,000.00. The user shall use a bond form prescribed by the WRA.

2. The WRA director may require any user, including any permitted or non-permitted waste generator which sends its wastewater by truck to the WRF, to obtain a bond payable to the WRA with reasonable surety in a penal sum which will adequately cover treatment costs, surcharges, fees, or any other charges associated with discharge of wastewater to the POTW in the amount as listed in Section 100.17. The user shall use a bond form prescribed by the WRA.

Section 8: That Section 100.41, Revocation of Permit; Termination of Sewer Service, be and is hereby amended to delete the stricken language and to include the underlined language:

1. Conditions for Revocation and/or for Termination of Sewer Service. Any user who violates this chapter, any condition of its wastewater discharge permit, or any of the following, is subject to having its permit revoked and/or its sewer service terminated in accordance with the procedures of this section:

...

G. Failure to pay fines, fees, surcharges, or sewer service ~~user~~ charges;

...

K. Failure to pay actual costs for negligent damage, or actual costs and penalties charged for grossly negligent or intentional damage, to the POTW not addressed elsewhere in this article.

2. Procedures for Revocation and/or Termination of Sewer Service. The procedure for revocation of a discharge permit and termination of sewer service shall be as follows:

...

F. Upon determination by the WRA Director that the user's sewer service connection to the POTW be terminated, the Director's written order shall be sent to the City public works department, which shall cause the user's connection to the sewer to be severed or plugged. The manner of severage and procedure for disconnection shall be determined by the City public works department. Upon completion of the disconnection, the City public works department shall certify the City's cost to disconnect the user's sewer service. Upon receipt of such certification of costs, the WRA Director shall forward to the user whose service was disconnected, by registered mail return receipt requested, by certified mail, or by personal service, a bill for the cost of making the disconnection, including all costs for labor and materials, and a service charge of \$500.00 ~~\$100.00~~ for WRA supervision.

Section 9: That Section 100.42, Reinstatement of Service, be and is hereby amended to delete the stricken language and to include the underlined language:

In the event of severance of service, the service may be reinstated in the following manner:

1. Upon payment to the WRA of any delinquency in full, plus the cost of the disconnection and the \$500.00 ~~one hundred dollar (\$100.00)~~ supervision fee, and an inspection by the WRA Director to determine whether the original cause for termination has been corrected, the WRA will issue a permit for reconnection of the building service line to the POTW. Such reconnection costs, plus inspection fees for the City in accordance with this Code, shall be at the sole expense of the user.

Section 10: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 11: 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 _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____
2nd Con _____
3rd Con _____

WRA Industrial Surcharge Rate Study 2022





WRA Rate Study - 2022

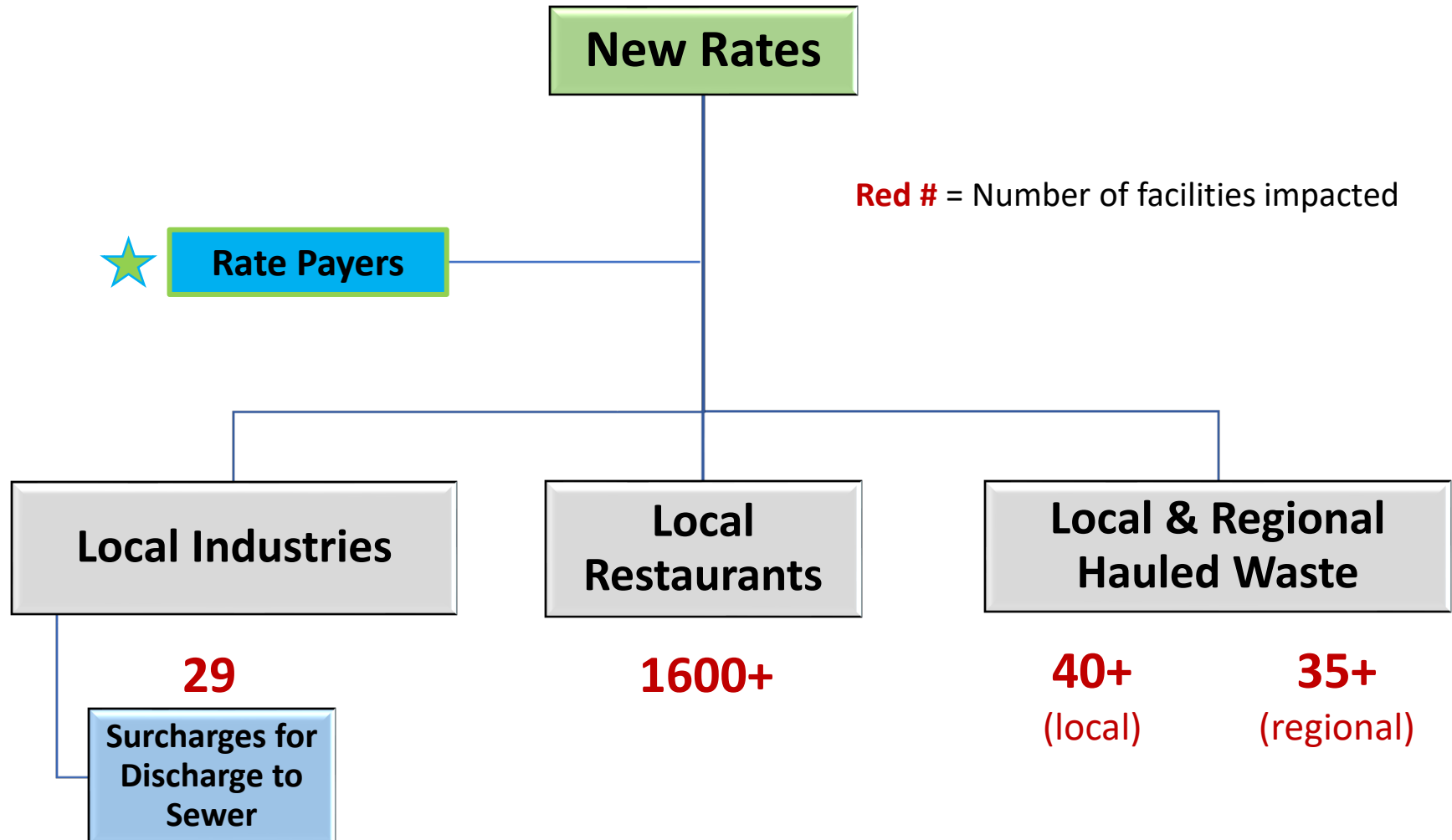
- **Purpose of the Rate Study:**

- **Sec. 118-320. - Purpose and policy.**

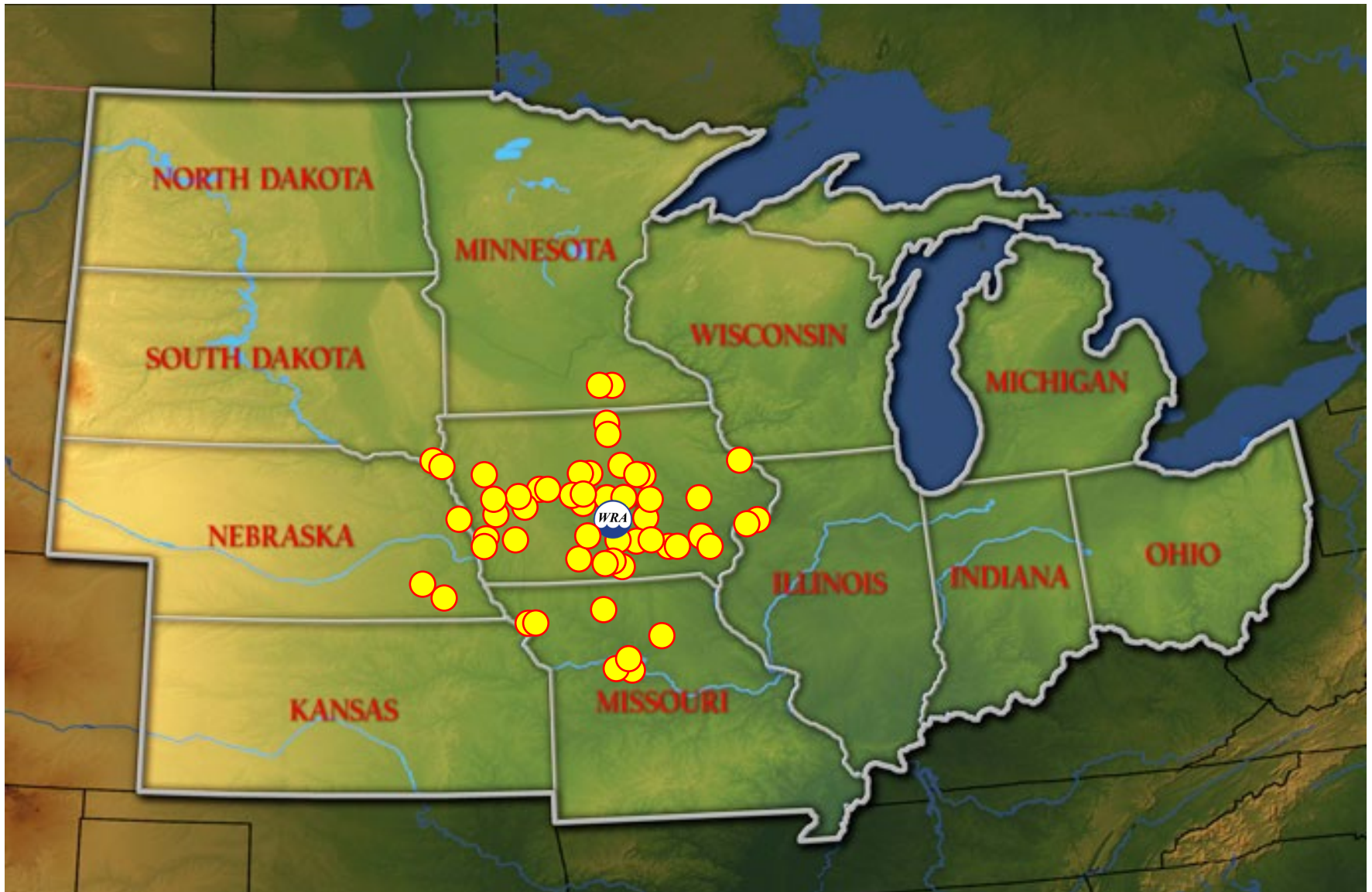
- (a) This article regulates the use of sanitary sewers; private wastewater disposal; the installation and connection of building sewers; and the discharge of wastewater or waste into the POTW. This article sets forth uniform requirements for discharges into the POTW, and the deposit of wastewater and waste hauled to the WRF or to other locations approved by the WRA Director for disposal and treatment.
- (b) The objectives of this article are to:
 - (1) To prevent the introduction of pollutants into the POTW that may interfere with the operation of the system or interfere with sludge management and disposal.
 - (2) Prevent the introduction of pollutants into the POTW that may pass through the system inadequately treated and ultimately into receiving water, the atmosphere, or otherwise be incompatible with the system.
 - (3) Protect workers' safety and health and protect against damage to the POTW.
 - (4) **Provide for equitable distribution of treatment and industrial pretreatment costs resulting from pollutants introduced into the POTW.**



Who is impacted by new rates?



Regional Hauled Waste to WRF (2019)



Industries by Community

(only those with
surcharges)

City	Company	Surcharged	Permit Class
Altoona	Marzetti Frozen Pasta	Yes	A
Altoona	Smithfield Foods Altoona	Yes	A
Ankeny	Hy-Vee Fresh Commissary	Yes	A
Ankeny	Mrs. Clark's (MCF Acquisition, LLC)	Yes	A
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Des Moines	Adhesive Compounders	Yes	B
Des Moines	ADM – Bean	Yes	A
Des Moines	ADM – Des Moines Oil	Yes	A
Des Moines	Amcor Flexibles North America	Yes	A
Des Moines	Anderson-Erickson Dairy	Yes	A
Des Moines	Aramark Uniform Services	Yes	A
Des Moines	Bridgestone Americas Tire Operations	Yes	A
Des Moines	Cargill, Inc.	Yes	A
Des Moines	Darling Ingredients	Yes	A
Des Moines	Des Moines Cold Storage	Yes	B
Des Moines	Des Moines International Airport	Yes	A
Des Moines	Feed Energy Co.	Yes	B
Des Moines	Gannett Publishing Services	Yes	B
Des Moines	Iowa Pacific Processors	Yes	B
Des Moines	Johnsrud Transport, Inc.	Yes	B
Des Moines	Kemin Industries	Yes	A
Des Moines	Lineage Logistics	Yes	B
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Des Moines	Pine Ridge Farms	Yes	A
Des Moines	Titan Tire Corporation	Yes	A
Norwalk	Michael Foods, Inc.	Yes	A
Pleasant Hill	Cintas Corporation	Yes	A
Polk County	HK Solutions Group (formerly Hydro-Klean)	Yes	B
Urbandale	Pepsi Beverages Company	Yes	A



Implementation of New Rates

- A stepped approach to new rates:

	<u>Current</u>	Sept. 1 <u>2022</u>	July 1 <u>2023</u>	July 1 <u>2024</u>	July 1 <u>2025</u>	...
BOD:	\$0.11	\$0.14	\$0.17	\$0.21	*	
TSS:	\$0.16	\$0.18	\$0.20	\$0.22	*	
TKN:	\$0.61	\$0.55	\$0.49	\$0.42	*	
O&G:	\$0.06	\$0.08	\$0.10	\$0.11	*	

* Increase future rates by 2% per year



Impact to Food Service Estb.

- Financial impact comparison of new disposal fees:

Rate	Interceptor Size (gal)	Disposal Cost at WRF*	Est. Annual Cost**
Old Rate \$0.0189/gal	1,000	\$19	\$228
New Rate \$0.0350/gal	1,000	\$35	\$420



- * Does not include the licensed hauler's service fees.
- ** Assumes a monthly cleaning frequency.



Grease Interceptor Disposal Rate

- **Why offer discounted disposal rates at all?**

- Reduced need for sewer cleanings



- Less loading of FOG and food solids to the WRF Headworks

- Fewer sanitary sewer backups and overflows

- Incentivize interceptor cleanouts

- Business-friendly

- FOG disposal rates will go up slightly
- But eliminating FOG inspection fees (\$50)



A photograph of a sunset over a body of water. In the background, there are industrial structures, including a small building on the left and a platform on the right. A large, bright sun is setting behind a large, dark, billowing cloud. Several birds are flying in the sky. The water in the foreground is calm, reflecting the sunset. The overall scene is serene and industrial.

Questions / Comments?



Paul Ebert
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Overview & Highlights of 2022 Ordinance Changes for Industrial Pretreatment & Hauled Waste





Overview of Changes

- Update industrial surcharge rates and other fees
- Other changes = mostly minor; update wording to better reflect current program details
- Give WRA more financial protections for industrial/hailed waste discharges (i.e. bonds)





Ordinance Changes 2022

Division 1 – General Provisions Regarding Industrial Waste

[Sec. 118-316 - Definitions](#)

- Adding 2 definitions: “Non-Significant Categorical Industrial User”
“Waste generator”
- Adding Grimes to the list of participating WRA communities

Division 2 – Wastewater Treatment & Pretreatment

Sec. 118-342 – Discharge Prohibitions

- Adding *Hazardous Waste Pharmaceuticals* to the list



Sec. 118-352 – Fees

- Increasing charges for permit violations
 - Class A permits: \$50 → \$100 per violation
 - Class B permits: \$25 → \$50 per violation
- Increasing trip charges and equipment fees for WRA sampling events
 - Trip charge: \$25 → \$50
 - Equipment fee: \$25 → \$50 (for use of portable samplers)
- Increasing annual permit fees for Industrial Users
 - Class A: \$1,000 → \$1,500
 - Class B: \$400 → \$750
- Removing inspection fees
 - Class A: \$100 → \$0
 - Class B: \$50 → \$0

Factored inspection fees into new annual permit fees



- Increasing surcharge rates (from Surcharge Rate Study)

Commencing September 1, 2022 until June 30, 2025, surcharges shall be assessed in accordance with the following rate schedule:

		Surcharge per Pound of Pollutant for the Period:		
		9/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
<u>Current Rates</u>	Pollutant			
	Total Suspended Solids in excess of 250 mg/l	\$ 0.18	\$ 0.20	\$ 0.22
	BOD or CBOD in excess of 200 mg/l	0.14	0.17	0.21
	TKN in excess of 30 mg/l	0.55	0.49	0.42
	Oil and Grease in excess of 100 mg/l	0.08	0.10	0.11

Commencing on July 1, 2025, surcharge rates shall be annually adjusted as of July 1 of each year to increase two percent per annum rounded to the nearest whole cent.

Division 3 – Industrial Discharge Permits & Reporting Req.

[Sec. 118-368 – Permit applications; baseline monitoring reports, compliance schedules](#)

- Restructuring language to better distinguish various reporting requirements

Division 4 – Enforcement of Industrial WW Regulations

[Sec. 118-401 – Performance and payment bonds](#)

- Gives WRA Director authority to require payment bonds for any waste generator sending its wastewater by truck to the WRF
 - Require a bond before a new waste stream comes to WRF
 - (Currently we do not have the legal ability to do so)

[Sec. 118-402 – Revocation of permit; termination of service](#)

- Gives WRA Director authority to revoke permits/terminate service for a broader range of reasons involving hauled waste & negligent damages

Division 5 – Regulation of FOG Discharge by Food Service Estb.

[Sec. 118-428 – Operation, maintenance & cleaning of grease interceptors/grease traps](#)

- Removing the self-cleaning option for FSEs with grease traps
 - Cleaning is to be performed by a licensed hauler certified by WRA
- Who does this affect?
 - WRA has provided self-cleaning training to 33 FSEs over the years
 - Of those 33 FSEs, 18 have already opted to employ licensed grease hauler
 - 15 FSEs technically still have self-cleaning status
- WRA's concerns:
 - High turnover of FSE employees—those trained are likely no longer there
 - Have had FOG issues in sewers downstream of self-cleaning FSEs
 - No record of disposal of grease trap waste
 - Dumpster? Mop sink? Toilet? Storm Sewer?
 -    

Grease trap waste cleaned out & dumped in storm drain



Division 6 – Regulation of Hauled Waste

Sec. 118-452 – Issuance of license; payment bond requirements

- Increasing bond amount for licensed haulers
 - Was \$10,000 for all haulers
- Need to restructure bonds to better cover WRA's treatment liabilities
- *"Bond amounts shall be up to \$100,000 but not less than \$20,000 and structured as follows or as required by the WRA director."*

<u>Total Monthly Treatment Fees</u>	<u>Surety Bond Amount</u>
< \$10,000	\$20,000.00
\$10,001 - \$20,000	\$40,000.00
\$20,001 - \$40,000	\$60,000.00
> \$40,001	\$100,000.00

Questions / Comments?



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ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2119: An Ordinance amending Chapter 101, Regulations of Fat, Oil and Grease Discharge by Food Service Establishments, of the Municipal Code of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:
As part of the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), each Participating Community, including the City of Ankeny, is expected to enact industrial pretreatment ordinances in a form that is consistent in all respects with those that are approved by the WRA Board. In the past, the WRA Board and subsequently the City of Ankeny approved various Industrial Waste Ordinances (2005 and 2006) and amendments to those ordinances (2010 and 2018).

The WRA Board is now requesting Participating Communities approve amendments to the existing ordinances regulating Industrial Waste (three agenda items for ordinance amendments), as well as an update to the administrative penalties for violations of the Industrial Waste Ordinances in the form of a Resolution (one agenda item). All four agenda items and their associated amendments need to have an effective date of October 1, 2022.
The proposed modifications to the existing Industrial Waste Ordinance and Resolution includes the

following:

Chapter 100 – Regulation of Industrial Wastewater:

- Minor edits and additions to Definitions, Abbreviations.
- Addition of Grimes to the WRA Participating Communities list
- Adding one item to the list of Discharge Prohibitions.
- Updating fees for annual permit fees, trip charges, equipment fees, permit violation fees, and inspection fees.
- Updating industrial user surcharge fees per WRA's 2022 Rate Study and adding a schedule of rate increases.
- Restructuring and revising language to better reference reporting requirements.

(This agenda item) Chapter 101 - Fat, Oil, and Grease Discharge by Food Service Establishments:

- Removing self-cleaning certification option for maintaining small grease traps.
- Requiring certified grease haulers to undergo grease interceptor cleanout inspections by WRA staff every 2 years.
- Require FSEs to maintain interceptor manholes and grease traps in readily-accessible condition.

Chapter 102 – Regulation of Hauled Waste:

- Expanding coverage/applicability of performance and payment bonds to cover hauled waste generators.
- Giving WRA Director authority to revoke permits/terminate service for a broader range of reasons involving hauled waste & negligent damages.
- Increasing bond amounts for licensed haulers and waste generators from \$10,000 to up to \$100,000 structured in tiered fashion according to their monthly bill amounts.
- Updating standards and sampling/testing of disposal at WRF for waste haulers scaling in and out on the WRF scales system.
- Revising treatment fee charges based on consultant study.

The amendments as presented by the WRA Board will result in an additional \$200,000 in revenue to the WRA. This revenue will be generated by the users creating the demand in the system in the form of annual permit fees, trip charges, equipment fees, permit violation fees, inspection fees for the fats, oils, and grease program, and also an update to industrial surcharge fees charged to high strength waste generators.

The new industrial surcharge fee is supported by the 2022 WRA Rate Study. The implementation of the new rate structure for industrial surcharge is expected to be implemented incrementally from 2022-2024. After 2024, the rates are scheduled to increase by 2% each year. The City of Ankeny has four permitted

industries with industrial pre-treatment and/or that haul waste to the WRA. Of those four, only two have industrial surcharges and will be affected by the ordinance change the most. The amount of impact will independently vary based on the strength and volume of waste sent to the WRA by the particular industrial waste generator.

FISCAL IMPACT: Yes

This item carries a minimal financial impact for the preparation and publication of the ordinance change. Users of the Industrial Waste Program will experience a financial impact as a result of the amendments presented in the form of updated fees and surcharges. Those impacts will vary by industrial user regulated by these Code sections.

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends acceptance of the amendment to the Ordinance as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2119.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chapter 101
 WRA Presentation

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 101, REGULATION OF FAT, OIL
AND GREASE DISCHARGE BY FOOD SERVICE ESTABLISHMENTS, 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 101 of the Code of Ordinances to match current standards and practices.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ANKENY, IOWA:**

Section 1: That Section 101.08, Operation, Maintenance and Cleaning of Grease Interceptors and Grease Traps and Grease Hauler Certification, be and is hereby amended to delete the stricken language and to include the underlined language:

2. The owner or operator of the FSE shall cause the grease interceptor or trap to be cleaned as hereinafter required when FOG and solids reach 25 percent of the design liquid level of the grease interceptor or trap, or sooner if necessary to prevent carry over of FOG from the grease interceptor or trap into the city sanitary sewer system. Interceptors and traps shall be cleaned at three (3) month intervals or less. A longer cleaning interval must be approved by the WRA director ~~Director~~. ~~If the owner or operator of the FSE, or an employee of the owner or operator, has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps, such person or persons may clean the grease trap in the facility included in such grease hauler's certification~~ Failure to adequately clean the grease trap, properly dispose of all grease trap waste, or maintain clean out records and measurements may result in revocation of a grease hauler certification pursuant to Chapter 102 of this Code of Ordinances. Alternatively, the The owner or operator of an FSE shall ~~may~~ employ a waste hauler licensed by the WRA pursuant to Chapter 102 of this Code of Ordinances to clean the grease interceptor or trap, provided that the waste hauler personnel performing the cleaning has a current grease hauler certification from the WRA indicating satisfactory completion of the course of training offered by the WRA on the cleaning of grease interceptors and traps.

3. Any person who cleans a grease interceptor or trap shall do so in accordance with the following procedures and requirements. The person cleaning the grease interceptor or trap shall:

A. Completely empty and remove the contents (liquids and sludge) of all vaults of the grease interceptor or trap, and remove the grease mat and scrapings from the interior walls. As part of each cleaning of a

grease interceptor or trap, ~~the owner or operator of the FSE, or the~~ licensed waste hauler employed by the FSE owner or operator, shall perform the following maintenance activities:

...

B. Not deposit waste and wastewater removed from a grease interceptor or trap back into the grease interceptor or trap from which the waste or wastewater was removed, or into any other grease interceptor or trap or drainage fixture connected to the sanitary sewer, for the purpose of reducing the volume of waste and wastewater to be disposed of.

...

5. The WRA ~~director~~ Director may issue a grease hauler certification upon satisfactory completion of the course of training offered by the WRA on the proper maintenance and cleaning of grease interceptors and traps, disposal procedures and record keeping. Such certification shall be for a period of 5 years and shall be in effect for the person receiving such training ~~and for the FSE site for which such person is the owner, operator or employee thereof.~~ Grease haulers certified by the WRA shall be subject to a grease interceptor cleanout inspection by WRA personnel, not less than once every two years, for purposes of the hauler demonstrating its compliance with requirements in this section. Such inspections shall be scheduled at a time which coincides with normal working hours for WRA personnel, shall involve all individuals employed by the same company who have been issued a grease hauler certification by the WRA, and shall be conducted at an FSE within the WRA service area. Failure to follow WRA's cleanout procedures or other requirements of this section may result in fines, additional scheduled cleanout inspections, and loss of grease hauler certification status, individually or company-wide, with the WRA.

Section 2: That Section 101.10, Inspection of Grease Interceptors and Related Sewers and Equipment, be and is hereby amended to delete the stricken language and to include the underlined language:

The owner or operator of an FSE shall:

1. Provide, operate and maintain, at its expense, safe and accessible monitoring facilities (such as a suitable manhole), and shall make such monitoring facilities available for inspection, for routine cleanouts by the owner or operator's licensed grease hauler, and for sampling and flow measurement of the building sewer or internal drainage systems. There shall be ample room in or near such monitoring facilities facility to allow for proper inspection, accurate sampling and preparation of samples for analysis. The monitoring facilities shall be maintained such that the device(s) is readily and immediately accessible for inspections and cleanouts being free of coverings, building materials, pavements, or any other obstructions.

Section 3: That Section 101.11, Inspection Fees, be and is hereby amended to delete the stricken language and to include the underlined language:

101.11 TRIP CHARGES ~~INSPECTION FEES~~.

The fees for inspection of an FSE shall be as provided in Section 100.17 and shall be paid within 30 ~~thirty (30)~~ days of the date of the invoice for such fees. A trip charge of \$50.00, as referenced in Section 100.17 shall be assessed in conjunction with the violation of any requirement of Section 101.10 which results in the need for WRA personnel to reschedule such inspection of grease interceptor/trap or food service establishment, and shall be paid within 30 days of the date of the invoice for such charge.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5: 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 _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
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WRA Industrial Surcharge Rate Study 2022





WRA Rate Study - 2022

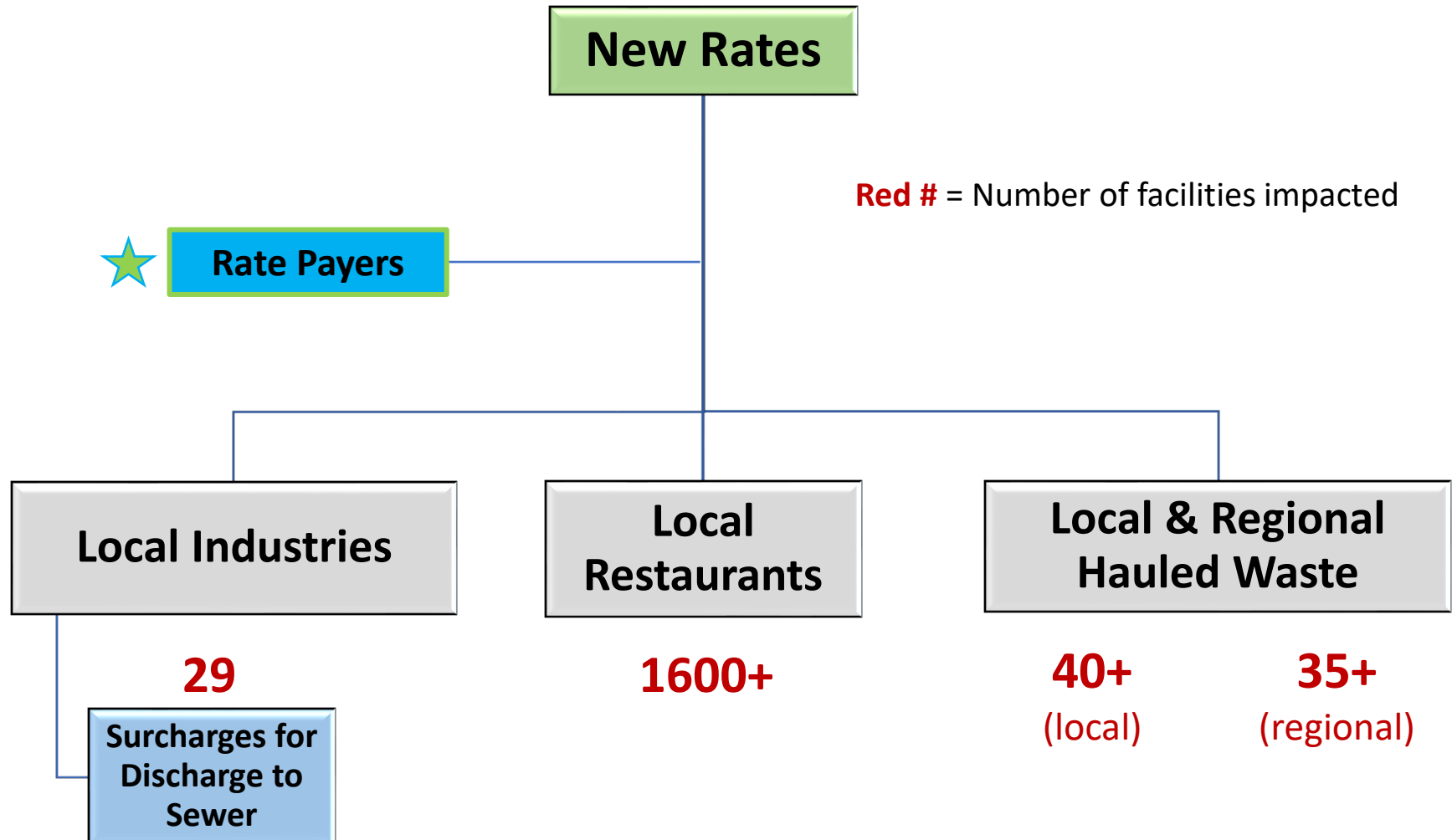
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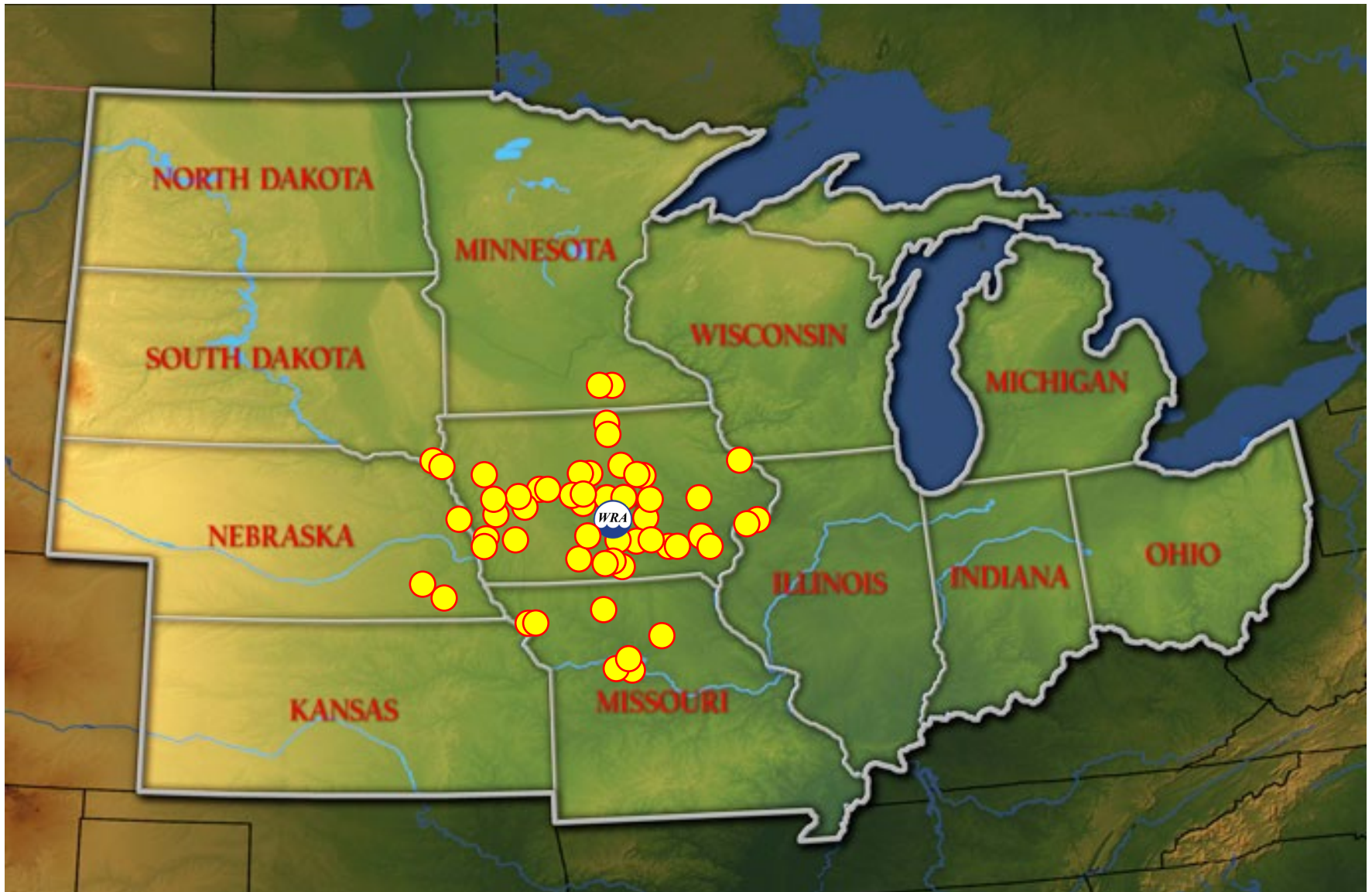
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\$0.16	Total Suspended Solids in excess of 250 mg/l	\$ 0.18	\$ 0.20	\$ 0.22
0.11	BOD or CBOD in excess of 200 mg/l	0.14	0.17	0.21
0.61	TKN in excess of 30 mg/l	0.55	0.49	0.42
0.06	Oil and Grease in excess of 100 mg/l	0.08	0.10	0.11

Commencing on July 1, 2025, surcharge rates shall be annually adjusted as of July 1 of each year to increase two percent per annum rounded to the nearest whole cent.

Division 3 – Industrial Discharge Permits & Reporting Req.

[Sec. 118-368 – Permit applications; baseline monitoring reports, compliance schedules](#)

- Restructuring language to better distinguish various reporting requirements

Division 4 – Enforcement of Industrial WW Regulations

[Sec. 118-401 – Performance and payment bonds](#)

- Gives WRA Director authority to require payment bonds for any waste generator sending its wastewater by truck to the WRF
 - Require a bond before a new waste stream comes to WRF
 - (Currently we do not have the legal ability to do so)

[Sec. 118-402 – Revocation of permit; termination of service](#)

- Gives WRA Director authority to revoke permits/terminate service for a broader range of reasons involving hauled waste & negligent damages

Division 5 – Regulation of FOG Discharge by Food Service Estb.

[Sec. 118-428 – Operation, maintenance & cleaning of grease interceptors/grease traps](#)

- Removing the self-cleaning option for FSEs with grease traps
 - Cleaning is to be performed by a licensed hauler certified by WRA
- Who does this affect?
 - WRA has provided self-cleaning training to 33 FSEs over the years
 - Of those 33 FSEs, 18 have already opted to employ licensed grease hauler
 - 15 FSEs technically still have self-cleaning status
- WRA's concerns:
 - High turnover of FSE employees—those trained are likely no longer there
 - Have had FOG issues in sewers downstream of self-cleaning FSEs
 - No record of disposal of grease trap waste
 - Dumpster? Mop sink? Toilet? Storm Sewer?
 -    

Grease trap waste cleaned out & dumped in storm drain



Division 6 – Regulation of Hauled Waste

Sec. 118-452 – Issuance of license; payment bond requirements

- Increasing bond amount for licensed haulers
 - Was \$10,000 for all haulers
- Need to restructure bonds to better cover WRA's treatment liabilities
- *"Bond amounts shall be up to \$100,000 but not less than \$20,000 and structured as follows or as required by the WRA director."*

<u>Total Monthly Treatment Fees</u>	<u>Surety Bond Amount</u>
< \$10,000	\$20,000.00
\$10,001 - \$20,000	\$40,000.00
\$20,001 - \$40,000	\$60,000.00
> \$40,001	\$100,000.00

Questions / Comments?



Paul Ebert
pcebert@dmgov.org



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2120: An Ordinance amending Chapter 102, Regulation of Hauled Waste, of the Municipal Code of the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:
As part of the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), each Participating Community, including the City of Ankeny, is expected to enact industrial pretreatment ordinances in a form that is consistent in all respects with those that are approved by the WRA Board. In the past, the WRA Board and subsequently the City of Ankeny approved various Industrial Waste Ordinances (2005 and 2006) and amendments to those ordinances (2010 and 2018).

The WRA Board is now requesting Participating Communities approve amendments to the existing ordinances regulating Industrial Waste (three agenda items for ordinance amendments), as well as an update to the administrative penalties for violations of the Industrial Waste Ordinances in the form of a Resolution (one agenda item). All four agenda items and their associated amendments need to have an effective date of October 1, 2022.
The proposed modifications to the existing Industrial Waste Ordinance and Resolution includes the

following:

Chapter 100 – Regulation of Industrial Wastewater:

- Minor edits and additions to Definitions, Abbreviations.
- Addition of Grimes to the WRA Participating Communities list
- Adding one item to the list of Discharge Prohibitions.
- Updating fees for annual permit fees, trip charges, equipment fees, permit violation fees, and inspection fees.
- Updating industrial user surcharge fees per WRA's 2022 Rate Study and adding a schedule of rate increases.
- Restructuring and revising language to better reference reporting requirements.

Chapter 101 - Fat, Oil, and Grease Discharge by Food Service Establishments:

- Removing self-cleaning certification option for maintaining small grease traps.
- Requiring certified grease haulers to undergo grease interceptor cleanout inspections by WRA staff every 2 years.
- Require FSEs to maintain interceptor manholes and grease traps in readily-accessible condition.

(This agenda item) Chapter 102 – Regulation of Hauled Waste:

- Expanding coverage/applicability of performance and payment bonds to cover hauled waste generators.
- Giving WRA Director authority to revoke permits/terminate service for a broader range of reasons involving hauled waste & negligent damages.
- Increasing bond amounts for licensed haulers and waste generators from \$10,000 to up to \$100,000 structured in tiered fashion according to their monthly bill amounts.
- Updating standards and sampling/testing of disposal at WRF for waste haulers scaling in and out on the WRF scales system.
- Revising treatment fee charges based on consultant study.

The amendments as presented by the WRA Board will result in an additional \$200,000 in revenue to the WRA. This revenue will be generated by the users creating the demand in the system in the form of annual permit fees, trip charges, equipment fees, permit violation fees, inspection fees for the fats, oils, and grease program, and also an update to industrial surcharge fees charged to high strength waste generators.

The new industrial surcharge fee is supported by the 2022 WRA Rate Study. The implementation of the new rate structure for industrial surcharge is expected to be implemented incrementally from 2022-2024. After 2024, the rates are scheduled to increase by 2% each year. The City of Ankeny has four permitted

industries with industrial pre-treatment and/or that haul waste to the WRA. Of those four, only two have industrial surcharges and will be affected by the ordinance change the most. The amount of impact will independently vary based on the strength and volume of waste sent to the WRA by the particular industrial waste generator.

FISCAL IMPACT: No

This item carries a minimal financial impact for the preparation and publication of the ordinance change. Users of the Industrial Waste Program will experience a financial impact as a result of the amendments presented in the form of updated fees and surcharges. Those impacts will vary by industrial user regulated by these Code sections

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends acceptance of the amendment to the Ordinance as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2120.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance Chapter 102
 WRA Presentation

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 102, REGULATION OF HAULED
WASTE, 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 102 of the Code of Ordinances to match current standards and practices.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF ANKENY, IOWA:**

Section 1: That Section 102.03, Issuance of License, be and is hereby amended to delete the stricken language and to include the underlined language:

**102.03 ISSUANCE OF LICENSE; PAYMENT OF BOND
REQUIREMENTS.**

The waste hauler's license shall be issued by the WRA Director upon written application that shall consist of the following minimum requirements:

...

2. License Fee and Bond. An application shall require the payment of a fee of \$60.00 for each vehicle used by the applicant and the posting of a bond with reasonable surety in a the penal sum of \$10,000.00 which shall cover no less than two months of average or estimated treatment fees at the WRF for the faithful compliance with this chapter, including prompt payment of treatment costs, surcharges, fees, and fines and damages. Bond amounts shall be up to \$100,000.00 but not less than \$20,000.00 and structured as follows as required by the WRA director:

<u>Total Monthly Treatment Fees</u>	<u>Surety Bond Amount</u>
<u>< \$10,000</u>	<u>\$20,000.00</u>
<u>\$10,001 - \$20,000</u>	<u>\$40,000.00</u>
<u>\$20,001 - \$40,000</u>	<u>\$60,000.00</u>
<u>> \$40,001</u>	<u>\$100,000.00</u>

WRA participating communities that contract with waste haulers in order to clean and rehabilitate storm and sanitary sewers owned by the community or that own and operate waste hauling vehicles may provide proof of self-insurance or provide a letter guaranteeing payment of up to \$20,000.00 ~~\$10,000.00~~ in lieu of providing a surety bond.

Section 2: That Section 102.06, Identification of Source, be and is hereby amended to delete the stricken language and to include the underlined language:

1. Waste haulers must document the nature and origin of wastes collected and the site and method of disposal for wastes that are removed from any City locations or are delivered to the WRF. Such information shall be provided on a manifest form provided by the WRA ~~Director~~. ~~The manifest and~~ shall also include:

~~1.A.~~ The name, and address ~~and phone number~~ of the waste generator(s);

~~2.B.~~ The type of waste collected;

~~3.~~ ~~The approximate volume of the load;~~

~~4.C.~~ Any other information consistent with identification and tracking of wastes.

The WRA ~~Director~~ director or his or her designee shall have the right to verify all information required by this section, including the right to measure, sample and analyze any waste regulated by this division ~~or other applicable chapters of this Code of Ordinances~~.

2. The waste hauler or waste generator shall obtain approval from the WRA ~~Director~~ director or his or her designee prior to loading wastes originating from an industrial/commercial source unless prior approval is on record with the WRA. A hauled waste profile form prescribed by the WRA must be completed by the waste generator and submitted to the WRA director or his or her designee for consideration for waste load disposal at the WRF. Such profile form shall include information regarding the waste generator's name, address, phone number, authorized representative, waste description and product information, anticipated volume and frequency of disposals, waste transporter information, process waste characteristics including pollutant concentrations, declarations, certifications, and signature of authorized official.

Section 3: That Section 102.07, Mixing Wastes, be and is hereby amended to delete the stricken language and to include the underlined language:

2. Any tanks used for hauling waste to the WRF or equipment that comes in contact with waste ~~used for hauling waste to the WRF~~ shall not be used for hauling hazardous wastes or hazardous substances, as defined in Iowa Code Section 567.1 et seq., Chapter 131 of the Iowa Administrative Code and in 40 CFR 261, or other wastes which may be detrimental to the POTW, the receiving waters, or the health of WRF employees, private contractors, or the public WRF.

Section 4: That Section 102.08, Standards of Waste Disposal at WRF, be and is hereby amended to delete the stricken language and to include the underlined language:

1. Under this ~~division chapter~~, disposal of wastes at the WRF shall be carried out in accordance with pretreatment standards and requirements established by Federal, State, County and City governments including categorical standards developed for the waste generator's industrial category. The WRA Director may reject wastes from waste haulers who do not comply with this ~~section chapter~~ or with any other applicable ~~section chapter~~ of this ~~division Code of Ordinances~~. Waste haulers shall not deliver wastes to the WRF, or to any other disposal location approved by the WRA Director which are:

~~1. A.~~ Prohibited by Section 100.08 or exceed the limits found in subsection 100.09(3)(D) and Sections 100.10 and 100.11 of this Code of Ordinances.

~~2. B.~~ Hazardous wastes or hazardous substances as defined in 40 CFR Part 261 or 567 IAC, Chapter 131.

~~3. C.~~ Originate from mineral oil unless first treated to remove the oil and grease.

~~4. D.~~ Not completely identified or are from industrial/commercial sources that are not approved by the WRA director ~~Director~~ as required in Section 102.06.

~~5. E.~~ Mixed in a manner prohibited in Section 102.07.

~~6. F.~~ Wastes other than residential from outside the WRA, except through requests to the WRA director ~~Director~~.

2. All disposal transactions at the WRF shall consist of waste haulers scaling in and scaling out on the WRF scales system. Prior to discharging any contents from their vehicle, a waste hauler shall:

A. Collect onsite at the WRF a sufficient sample of the waste material onboard.

B. Test and record the pH and immediately report any results that do not meet disposal limits as listed in Section 100.08.

C. Document on the WRF manifest all contents of the waste load including waste type, source information, and any other information consistent with identification and tracking of wastes as required in Section 102.06.

D. Request and obtain approval from WRF Operations to begin unloading at the WRF digesters.

Section 5: That Section 102.10, Treatment Fees for Hauled Wastes, be and is hereby amended to delete the stricken language and to include the underlined language:

1. A treatment fee shall be charged per pound of hauled waste disposed of at the WRF and assessed based on the waste type, pollutant loading, approved disposal location, and location of the source material. The fee for treatment shall include electrical, chemical, labor, equipment, fuel, maintenance, and any capital costs associated with the treatment processes utilized. The treatment fee shall reflect a total cost per gallon or per pound of hauled waste equaling the sum of the total cost of pollutants per gallon or per pound plus, if applicable, total cost of flow per gallon, based on: (1) the parameters of chemical oxygen demand (COD), estimated biochemical oxygen demand (BOD), total suspended solids (TSS) and/or total solids (TS), volatile solids (VS), total Kjeldahl nitrogen (TKN), oil and grease (O&G), and, if applicable, total phosphorus (TP) contained in trucked waste to the WRF; (2) net weight of the wasteload in pounds; and (3) the treatment surcharge component rate per pound of pollutant as found in section 100.17 of this division. Wasteloads disposed of at an unapproved location at the WRF, or containing pollutant concentrations different from typical pollutant concentrations or from original disclosures made during the wasteload approval process, may be subject to the following additional costs: treatment fees, charges, or fines may also be applied pursuant to Section 100.17. received at the WRF for all wastes originating within WRA participating communities which are treated through the headworks at the WRF using all treatment processes at the WRF, which fee shall be equal to the cost of disposal and treatment of an equivalent volume and mass of pollutants otherwise delivered into the POTW.

The treatment fee shall include: (i) the volume charge component; (ii) a treatment surcharge component for each pollutant as found in Section 100.18 of this Code of Ordinances; and (iii) a program cost component. The program cost component shall be calculated by dividing the annual administrative costs of the waste hauler program by the total gallons of hauled waste treated in the previous calendar year. The surcharge component shall be calculated using the average concentration of pollutants found in hauled wastes delivered to the wastewater reclamation facility. The treatment surcharge and program cost components shall be reviewed and updated annually based on the most recent data collected by the operating agency. The treatment fee for loads originating outside the corporate limits of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities.

2. A treatment fee shall be charged for hauled wastes originating within the corporate limits of the WRA participating communities which are treated

~~using only a portion of the treatment processes at the WRF, which fee shall be calculated to recover the cost of treatment. The cost of treatment shall include electrical, chemical, personnel, and any capital costs associated with the treatment processes utilized, and a program cost component which shall be calculated by dividing the annual administrative costs of the waste hauler program associated with partial process treatment by the total gallons of hauled waste treated using only a portion of the treatment processes in the previous calendar year. Treatment costs shall be reviewed and updated annually per the U.S. Bureau of Labor Statistics Consumer Price Index. The WRA shall provide 30 days' notice prior to assessing updated disposal rates with such notices posted, at a minimum, on the WRA website based on the most recent data collected by the operating agency. The treatment fee for loads originating outside the corporate limits of the WRA participating communities shall be 1.5 times the fee for loads originating within the WRA participating communities unless otherwise approved by the WRA director.~~

3. ~~Fees~~ Wasteload disposal wights shall be computed and recorded at the WRF truck scales disposal station and the resulting treatment fees shall be paid by the waste hauler or waste generator, at the WRA's discretion, on the basis of monthly billings by the finance department. Limits of credit shall not exceed 60 days. Abuse of such credit shall be grounds for liability on the waste hauler's or waste generator's bond and for refusal of disposal services to any waste hauler or waste generator under this chapter.

4. Waste haulers and waste generators may elect to have their routine waste streams loads tested for actual concentration at their expense as set forth ~~out~~ in Section 100.18 and as approved by the WRA director. When a waste hauler or waste generator has elected to ~~have loads tested~~ for actual concentration, the treatment fee will be based on the actual concentration whether it be higher or lower than the average concentration treatment fee. Said testing will be done at least ~~once a month or more often~~ semi-annually or as required by the WRA Director.

Section 6: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 7: 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 _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2022

1st Con _____
2nd Con _____
3rd Con _____

WRA Industrial Surcharge Rate Study 2022





WRA Rate Study - 2022

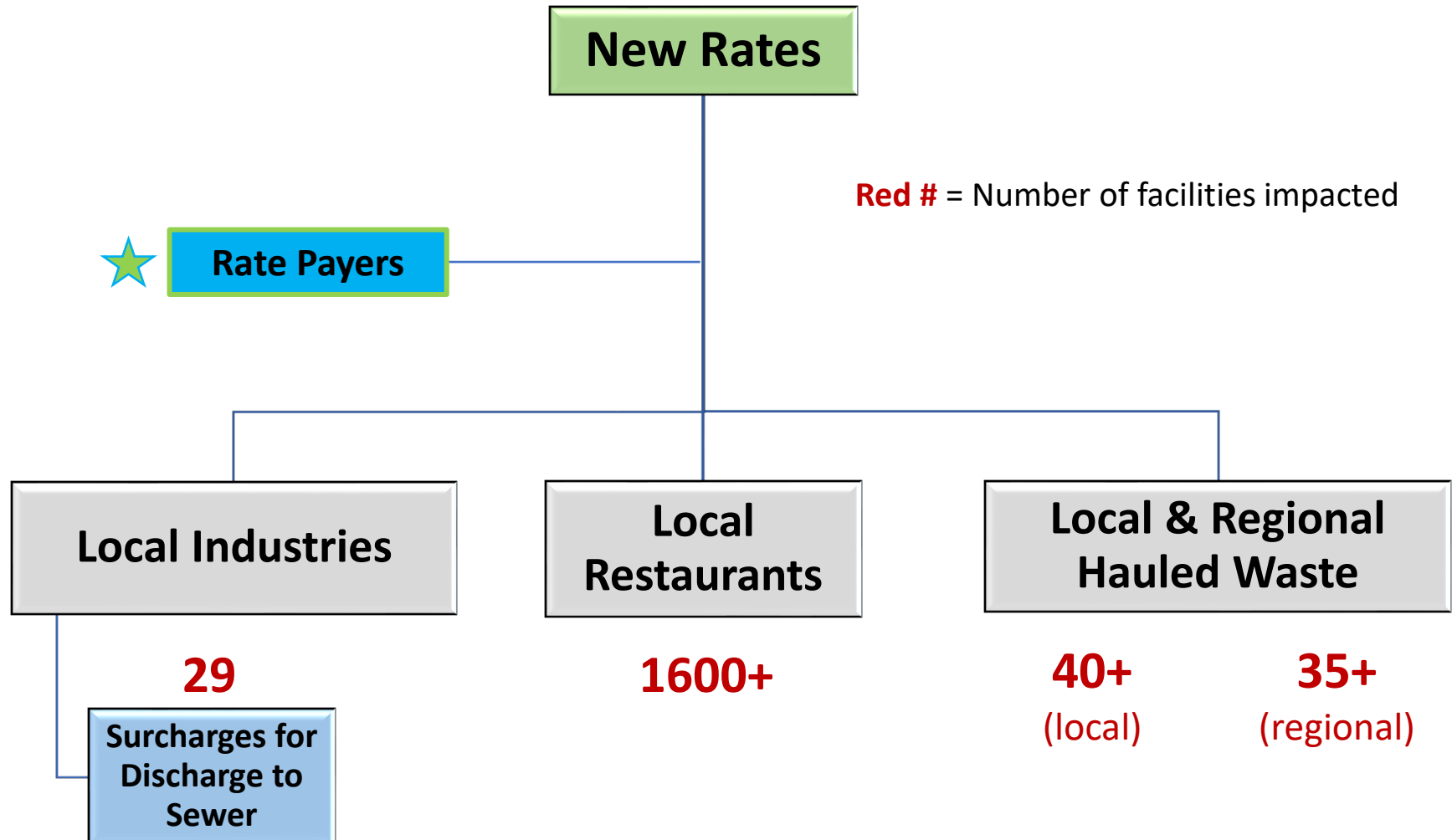
- **Purpose of the Rate Study:**

- **Sec. 118-320. - Purpose and policy.**

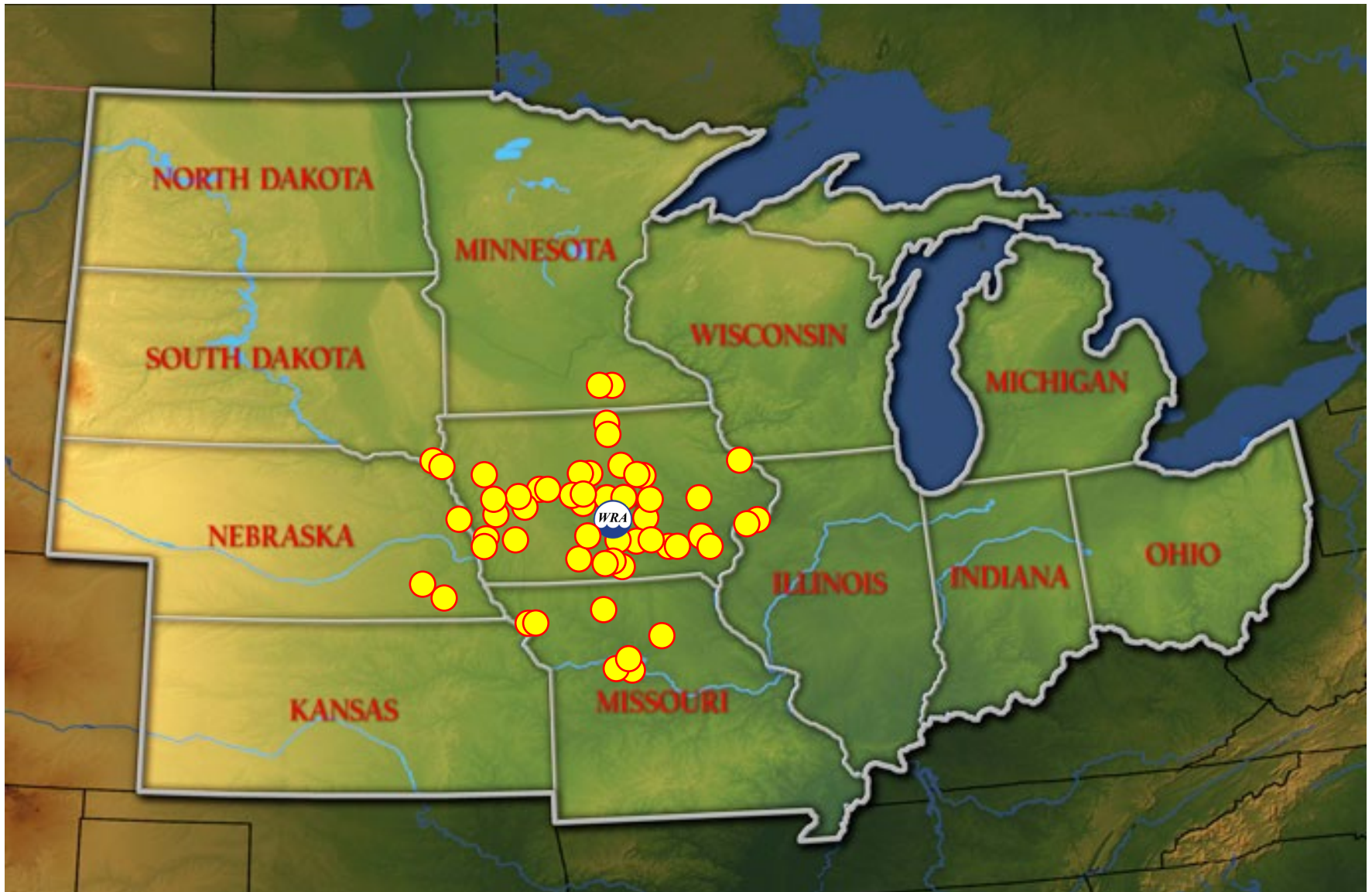
- (a) This article regulates the use of sanitary sewers; private wastewater disposal; the installation and connection of building sewers; and the discharge of wastewater or waste into the POTW. This article sets forth uniform requirements for discharges into the POTW, and the deposit of wastewater and waste hauled to the WRF or to other locations approved by the WRA Director for disposal and treatment.
- (b) The objectives of this article are to:
 - (1) To prevent the introduction of pollutants into the POTW that may interfere with the operation of the system or interfere with sludge management and disposal.
 - (2) Prevent the introduction of pollutants into the POTW that may pass through the system inadequately treated and ultimately into receiving water, the atmosphere, or otherwise be incompatible with the system.
 - (3) Protect workers' safety and health and protect against damage to the POTW.
 - (4) **Provide for equitable distribution of treatment and industrial pretreatment costs resulting from pollutants introduced into the POTW.**



Who is impacted by new rates?



Regional Hauled Waste to WRF (2019)



Industries by Community

(only those with
surcharges)

City	Company	Surcharged	Permit Class
Altoona	Marzetti Frozen Pasta	Yes	A
Altoona	Smithfield Foods Altoona	Yes	A
Ankeny	Hy-Vee Fresh Commissary	Yes	A
Ankeny	Mrs. Clark's (MCF Acquisition, LLC)	Yes	A
Des Moines	Accurate Dewatering Service, Inc.	Yes	B
Des Moines	Adhesive Compounders	Yes	B
Des Moines	ADM – Bean	Yes	A
Des Moines	ADM – Des Moines Oil	Yes	A
Des Moines	Amcor Flexibles North America	Yes	A
Des Moines	Anderson-Erickson Dairy	Yes	A
Des Moines	Aramark Uniform Services	Yes	A
Des Moines	Bridgestone Americas Tire Operations	Yes	A
Des Moines	Cargill, Inc.	Yes	A
Des Moines	Darling Ingredients	Yes	A
Des Moines	Des Moines Cold Storage	Yes	B
Des Moines	Des Moines International Airport	Yes	A
Des Moines	Feed Energy Co.	Yes	B
Des Moines	Gannett Publishing Services	Yes	B
Des Moines	Iowa Pacific Processors	Yes	B
Des Moines	Johnsrud Transport, Inc.	Yes	B
Des Moines	Kemin Industries	Yes	A
Des Moines	Lineage Logistics	Yes	B
Des Moines	Midwest Healthcare Linen Service, LLC	Yes	A
Des Moines	Pine Ridge Farms	Yes	A
Des Moines	Titan Tire Corporation	Yes	A
Norwalk	Michael Foods, Inc.	Yes	A
Pleasant Hill	Cintas Corporation	Yes	A
Polk County	HK Solutions Group (formerly Hydro-Klean)	Yes	B
Urbandale	Pepsi Beverages Company	Yes	A



Implementation of New Rates

- A stepped approach to new rates:

	<u>Current</u>	Sept. 1 <u>2022</u>	July 1 <u>2023</u>	July 1 <u>2024</u>	July 1 <u>2025</u>	...
BOD:	\$0.11	\$0.14	\$0.17	\$0.21	*	
TSS:	\$0.16	\$0.18	\$0.20	\$0.22	*	
TKN:	\$0.61	\$0.55	\$0.49	\$0.42	*	
O&G:	\$0.06	\$0.08	\$0.10	\$0.11	*	

* Increase future rates by 2% per year



Impact to Food Service Estb.

- Financial impact comparison of new disposal fees:

Rate	Interceptor Size (gal)	Disposal Cost at WRF*	Est. Annual Cost**
Old Rate \$0.0189/gal	1,000	\$19	\$228
New Rate \$0.0350/gal	1,000	\$35	\$420



- * Does not include the licensed hauler's service fees.
- ** Assumes a monthly cleaning frequency.



Grease Interceptor Disposal Rate

- **Why offer discounted disposal rates at all?**

- Reduced need for sewer cleanings



- Less loading of FOG and food solids to the WRF Headworks

- Fewer sanitary sewer backups and overflows

- Incentivize interceptor cleanouts

- Business-friendly

- FOG disposal rates will go up slightly
- But eliminating FOG inspection fees (\$50)



A photograph of a sunset over a body of water. In the background, there are industrial structures, including a small building on the left and a platform on the right. A large, bright sun is setting behind a large, dark, billowing cloud. Several birds are flying in the sky. The water in the foreground is calm, reflecting the sunset. The overall scene is serene and industrial.

Questions / Comments?



Paul Ebert
pcebert@dmgov.org

Overview & Highlights of 2022 Ordinance Changes for Industrial Pretreatment & Hauled Waste





Overview of Changes

- Update industrial surcharge rates and other fees
- Other changes = mostly minor; update wording to better reflect current program details
- Give WRA more financial protections for industrial/hailed waste discharges (i.e. bonds)





Ordinance Changes 2022

Division 1 – General Provisions Regarding Industrial Waste

[Sec. 118-316 - Definitions](#)

- Adding 2 definitions: “Non-Significant Categorical Industrial User”
“Waste generator”
- Adding Grimes to the list of participating WRA communities

Division 2 – Wastewater Treatment & Pretreatment

Sec. 118-342 – Discharge Prohibitions

- Adding *Hazardous Waste Pharmaceuticals* to the list



Sec. 118-352 – Fees

- Increasing charges for permit violations
 - Class A permits: \$50 → \$100 per violation
 - Class B permits: \$25 → \$50 per violation
- Increasing trip charges and equipment fees for WRA sampling events
 - Trip charge: \$25 → \$50
 - Equipment fee: \$25 → \$50 (for use of portable samplers)
- Increasing annual permit fees for Industrial Users
 - Class A: \$1,000 → \$1,500
 - Class B: \$400 → \$750
- Removing inspection fees
 - Class A: \$100 → \$0
 - Class B: \$50 → \$0

Factored inspection fees into new annual permit fees



- Increasing surcharge rates (from Surcharge Rate Study)

Commencing September 1, 2022 until June 30, 2025, surcharges shall be assessed in accordance with the following rate schedule:

		Surcharge per Pound of Pollutant for the Period:		
		9/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
<u>Current Rates</u>	Pollutant			
	Total Suspended Solids in excess of 250 mg/l	\$ 0.18	\$ 0.20	\$ 0.22
	BOD or CBOD in excess of 200 mg/l	0.14	0.17	0.21
	TKN in excess of 30 mg/l	0.55	0.49	0.42
	Oil and Grease in excess of 100 mg/l	0.08	0.10	0.11

Commencing on July 1, 2025, surcharge rates shall be annually adjusted as of July 1 of each year to increase two percent per annum rounded to the nearest whole cent.

Division 3 – Industrial Discharge Permits & Reporting Req.

[Sec. 118-368 – Permit applications; baseline monitoring reports, compliance schedules](#)

- Restructuring language to better distinguish various reporting requirements

Division 4 – Enforcement of Industrial WW Regulations

[Sec. 118-401 – Performance and payment bonds](#)

- Gives WRA Director authority to require payment bonds for any waste generator sending its wastewater by truck to the WRF
 - Require a bond before a new waste stream comes to WRF
 - (Currently we do not have the legal ability to do so)

[Sec. 118-402 – Revocation of permit; termination of service](#)

- Gives WRA Director authority to revoke permits/terminate service for a broader range of reasons involving hauled waste & negligent damages

Division 5 – Regulation of FOG Discharge by Food Service Estb.

[Sec. 118-428 – Operation, maintenance & cleaning of grease interceptors/grease traps](#)

- Removing the self-cleaning option for FSEs with grease traps
 - Cleaning is to be performed by a licensed hauler certified by WRA
- Who does this affect?
 - WRA has provided self-cleaning training to 33 FSEs over the years
 - Of those 33 FSEs, 18 have already opted to employ licensed grease hauler
 - 15 FSEs technically still have self-cleaning status
- WRA's concerns:
 - High turnover of FSE employees—those trained are likely no longer there
 - Have had FOG issues in sewers downstream of self-cleaning FSEs
 - No record of disposal of grease trap waste
 - Dumpster? Mop sink? Toilet? Storm Sewer?
 -    

Grease trap waste cleaned out & dumped in storm drain



Division 6 – Regulation of Hauled Waste

Sec. 118-452 – Issuance of license; payment bond requirements

- Increasing bond amount for licensed haulers
 - Was \$10,000 for all haulers
- Need to restructure bonds to better cover WRA's treatment liabilities
- *"Bond amounts shall be up to \$100,000 but not less than \$20,000 and structured as follows or as required by the WRA director."*

<u>Total Monthly Treatment Fees</u>	<u>Surety Bond Amount</u>
< \$10,000	\$20,000.00
\$10,001 - \$20,000	\$40,000.00
\$20,001 - \$40,000	\$60,000.00
> \$40,001	\$100,000.00

Questions / Comments?



Paul Ebert
pcebert@dmgov.org



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2121: An Ordinance amending the Municipal Code of the City of Ankeny, Iowa, by adding Chapter 103, Footing Drain Disconnection Program.

EXECUTIVE SUMMARY:

The City of Ankeny's Sanitary Sewer Master Plan and Stormwater Management Study and Master Plan recommend eliminating sump pump discharge and footing drain connections to the sanitary sewers in order to reduce infiltration and inflow into the City's sanitary sewer system.

To support this endeavor, city staff is proposing to add Chapter 103, Footing Drain Disconnection Program, to the City's Code of Ordinances. The purpose of said program is to eliminate footing drain connections to the sanitary sewer system by establishing procedures for property owners to disconnect the footing drain from the sanitary sewer system and connect the footing drain to the public storm sewer system or public footing drain collection system within a specified period of time; and to establish monthly surcharge payments for property owners with a previous notification that fail to disconnect within a specified period of time following notification.

In conjunction with adding the Footing Drain Disconnection Program, City staff has developed the "Footing Drain Disconnection and Sump Pump Discharge Connection Program Financial Assistance Grant Policy" which provides a financial assistance grant to any property owner who completes the disconnection of the footing drain from the sanitary sewer system and connection of the sump pump discharge/footing drain to the public storm sewer system.

City staff made a presentation to the City Council on the proposed footing drain disconnection program at the June 20, 2022 Council Action Planning Session.

FISCAL IMPACT: Yes

The City will need to allocate funding for the footing drain disconnection and sump pump discharge connection program financial assistance grants beginning with the FY 2024 budget. Sanitary sewer utility funds will be used to pay for the financial assistance grants.

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2121 to add Chapter 103, Footing Drain Disconnection Program, to the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2121.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE ABCD

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY ADDING CHAPTER 103, FOOTING DRAIN DISCONNECTION PROGRAM

SECTION 1. BE IT ENACTED by the City Council of the City of Ankeny, Iowa that the Code of Ordinances is hereby amended by adding the following chapter:

CHAPTER 103 Footing Drain Disconnection Program

103.01 Title. This chapter shall be known as the “Footing Drain Disconnection Program” of the City.

103.02 Purpose. The purpose of this Chapter is to eliminate footing drain connections to the sanitary sewer system by establishing procedures of notification and procedures of removal for property owners to disconnect the footing drain from the sanitary sewer system and connect the footing drain to the public storm sewer system or public footing drain collection system within a specific period of time; and to establish monthly surcharge payments for property owners with previous notification that fail to disconnect footing drains within a specified period of time following notification.

103.03 Applicability. This Chapter shall be applicable to all properties located within the corporate boundaries of the City of Ankeny, Iowa that are not currently connected to a public storm sewer system or public footing drain collection system; and are within the limits of a City public improvement project that has constructed a public storm sewer system or public footing drain collection system; or have an approved public storm sewer system or public footing drain collection system adjacent to the property.

103.04 Notification Procedure. The Director of Municipal Utilities shall notify property owners that directly or indirectly connect footing drains, foundation drains, roof downspouts, sump pumps, sump pits, or similar systems or devices to the sanitary sewer system. The notification shall mandate that disconnection from the sanitary sewer system is required within the specified period of time and installation of a sump pump pit, sump pump, discharge line, and connection to a public storm sewer system or public footing drain collection system is required.

103.05 Removal of Footing Drain Connections Required. All direct or indirect connections of a footing drain, foundation drain, roof downspouts, sump pump, sump pit, or similar system or device intended to collect and convey groundwater along, adjacent to, beside or under the footing, foundation or basement of any building shall be disconnected from the sanitary sewer system within eighteen (18) months after the notification by the Director of Municipal Utilities. Disconnection shall mean removal of any direct or indirect connection to the sanitary sewer system, including direct connections to the sanitary sewer service, connections to a sanitary

sewer floor drain or similar plumbing fixture that would allow footing drain flow to enter the sanitary sewer system.

103.06 Approved Removal Procedure. The approved removal procedure for a direct or indirect footing drain connection to the sanitary sewer system under this Chapter must fully comply with the following:

1. **Inspection of Existing Condition.** Prior to beginning any work on the removal or disconnection of the footing drain connection, the existing condition must be inspected by the City. The property owner shall be responsible to obtain a plumbing permit and schedule the inspection. The plumbing permit fee will be waived by the City.
2. **Approved System.** An approved system for the removal of footing drain connections must be used. The approved system shall consist of a sump pump and sump pump pit with a discharge to an approved storm sewer connection or an approved footing drain collection connection.
3. **Construction Inspection.** Upon installation of the sump pump pit, sump pump, and plumbing connections; and prior to installation of the concrete floor, the property owner shall be responsible to schedule an inspection by the City of the completed work.
4. **Plugging of Existing Connection.** After the property owner connects their footing drain to the public storm sewer system or public footing drain collection system, any direct or indirect connection between the footing drain and the sanitary sewer system of the building shall be permanently plugged in a manner approved by the City.
5. **Floor Drain Connection Prohibited.** The new system shall be installed in such a manner that direct or indirect flow from the footing drain to a floor drain shall not be possible.
6. **Post-Construction Inspection.** The installation of the sump pump and associated facilities work shall be inspected by the City. The property owner shall be responsible to schedule the post-construction inspection.

103.07 Non-Compliance Fee for Footing Drain Connection. Any property owner with a direct or indirect footing drain connection to the sanitary sewer system, being properly notified as described under Section 103.04, and remaining in place eighteen (18) months after said notification, shall be subject to a monthly surcharge of seventy-five dollars (\$75.00) for potential un-metered flow contributed to the sanitary sewer system. The payment will be in addition to all other sanitary sewer user charges.

103.08 Rebuttable Presumption. There is a presumption that the property owners receiving notification have a footing drain connection to the sanitary sewer system as prohibited under this Chapter. Effective eighteen (18) months after notification that properties that have not completed an approved removal procedure or other equivalent removal procedure inspected and

documented by the City shall be presumed to have a footing drain connection for purposes of this Chapter.

103.09 Refund of Non-Compliance Fee. Any property owner subject to the non-compliance fee under this Chapter may provide acceptable proof to the City that they do not have a direct or indirect footing drain connection to the sanitary sewer system. If the City determines there was no direct or indirect footing drain connection as of the date of non-compliance, the City shall refund the non-compliance fee payments collected. In the event the City determines a footing drain disconnection was completed and the footing drain connection no longer exists, the City shall discontinue the imposition of the non-compliance fee for that property owner and shall refund previous non-compliance fee payments. Such refund shall be limited to the number of monthly payments made or three (3) months, whichever is smaller.

103.10 Inspection and Notice. The City may conduct periodic inspections of properties to confirm there are not direct or indirect connections of the footing drain to the sanitary sewer system. If during an inspection the City determines there is a direct or indirect connection as a result of a modification of the system to allow for a direct or indirect connection, failure to maintain or replace a failed sump pump that would allow an indirect or direct connection to the sanitary sewer system, or such other cause as may allow a direct or indirect connection, the City shall provide the property owner a written notice. The property owner shall be provided thirty (30) days to cure the defect and to arrange for re-inspection by the City. If at the end of thirty (30) days the direct or indirect connection has not been inspected and determined to have been removed, the property owner shall be subject to the non-compliance fee provisions under this Chapter. The payment shall continue until such time as the City determines through inspection the direct or indirect footing drain connection no longer exists.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in full force and effect after its final passage, approval, and publication as provided by law.

PASSED by the Council the ____ day of _____ 2022.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**PUBLISHED IN THE
DES MOINES REGISTER**

ON THE ____ DAY OF _____, 2022

1st Con _____

2nd Con _____

3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed High Trestle Trail Transmission Main and Drainage Improvements Project
Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the High Trestle Trail (HTT) Transmission Main and Drainage Improvements Project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract) estimated total cost and setting a date for the filing of bids on the project. This project includes the installation of approximately 9,900 lineal feet of 24" water main starting near the Ash Water Tower heading northwest along the High Trestle Trail (HTT) up to NW 18th Street and the west along NW 18th Street to NW Irvinedale Drive.

The construction improvements for this project will include two divisions of work. Division I improvements include the installation of approximately 9,900 lineal feet of 24" diameter transmission

main from the Ash Water Tower along the HTT and NW 18th Street. This work includes trenched and trenchless construction methods as well as water main connections, valves, hydrants, erosion control, surface restoration, and other miscellaneous work.

Division II includes drainage channel improvements along NW 18th Street and the HTT from NW Greenwood Street to NW 4th Street. This work includes approximately 2,600 feet of channel grading improvements, selected clearing and grubbing, debris and obstruction removal, channel and outlet stabilization, minor storm sewer and intakes and any necessary work to complete the project.

The project is being presented for bidding at this time. Pending project approval and award, the contractor will have 170 working days to complete the Division I work with a start date of no later than April 1, 2023 and will have 90 working days to complete Division II work with a start date of no later than November 1, 2022. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: September 6, 2022
2. Post Notice to Bidders and Notice of Public Hearing: September 9, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: September 16, 2022
4. Bid Opening (10:30 A.M., Public Services Bldg): September 27, 2022
5. Public Hearing and Award Contract: October 3, 2022
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost, review bids, award contract and approve contract and bonds.)

FISCAL IMPACT: No

This project is included in the City's annual Capital Improvements Program with construction scheduled for 2022 and 2023.

CITY MANAGER'S RECOMMENDATIONS:

Adopt Resolution ordering construction and setting the bid opening date as September 27, 2022 and setting the public hearing date as October 3, 2022 for the HTT Transmission Main and Drainage Improvements Project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted to the Iowa League of Cities and the Master Builders of Iowa websites on September 9, 2022 and published in the Des Moines Register on September 16, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt RESOLUTION ordering construction on the HTT

Transmission Main and Drainage Improvements Project and fixing a date for hearing thereon and taking of bids therefor. (date of bid-letting: 9/27/22 @ 10:30 a.m./date of hrg: 10/3/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice of Hearing
 Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the HTT Water Transmission Main & Drainage Improvements; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the HTT Water Transmission Main & Drainage Improvements, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The project includes two divisions of work.

Division I improvements include the installation of a 24-inch diameter water transmission main from the Ash Water Tower along the HTT Trail and NW 18th Street to the intersection of NW Irvinedale Drive and NW 18th Street. This work includes approximately 9,900 LF of 24-inch diameter transmission main constructed by trenched and trenchless methods, including related work such as water main connections, valves, hydrants, erosion control, surface restoration, and miscellaneous associated work.

Division II work includes drainage channel improvements along NW 18th Street and the HTT Trail from NW Greenwood Street to NW 4th Street. This work includes approximately 2,600 feet of channel grading improvements, selected clearing and grubbing, debris and obstruction removal, channel and outlet stabilization, minor storm sewer and intakes, and associated work.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to September 27, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on October 3, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on October 3, 2022.

PASSED AND APPROVED this 6th day of September, 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **HTT Water Transmission Main & Drainage Improvements** project at its meeting at **5:30 P.M. on the 3rd day of October 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtVHNxcWZFak9Pd09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building on the **27th day of September 2022**, at the reception desk in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 27th day of September 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of October 2022** in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvements shall be commenced any time after a written Notice to Proceed is issued, **no later than April 1, 2023 for Division 1 work and no later than November 1, 2022 for Division 2 work**, and shall be completed as stated below. The Notice to Proceed will be issued at the preconstruction conference, which is expected to occur in October 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City of Ankeny Municipal Utilities Director and may be examined at Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/biddocuments for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from Snyder & Associates, Inc., 2727 SW Snyder Boulevard, Ankeny, Iowa 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-2020 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS

The project includes two divisions of work.

Division I improvements include the installation of a 24-inch diameter water transmission main from the Ash Water Tower along the HTT Trail and NW 18th Street to the intersection of NW Irvinedale Drive and NW 18th Street. This work includes approximately 9,900 LF of 24-inch diameter transmission main constructed by trenched and trenchless methods, including related work such as water main connections, valves, hydrants, erosion control, surface restoration, and miscellaneous associated work.

Division II work includes drainage channel improvements along NW 18th Street and the HTT Trail from NW Greenwood Street to NW 4th Street. This work includes approximately 2,600 feet of channel grading improvements, selected clearing and grubbing, debris and obstruction

removal, channel and outlet stabilization, minor storm sewer and intakes, and associated work.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Ankeny and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete Division I of the project within **one hundred seventy (170) working days**. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete Division II of the project within **ninety (90) working days**. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Three Hundred Dollars (\$300.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **6th day of September 2022**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **9th day of September 2022**.

Published in the Des Moines Register the **16th day of September 2022**.



High Trestle Trail Transmission Main & Drainage Improvements



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Proposed Rock Creek Greenbelt - Native Vegetation

Initiate Proceedings

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution regarding the Rock Creek Greenbelt - Native Vegetation Improvements which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), estimated total cost, and enhancement of payment, and setting a date for the filing of bids on the project.

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

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the Contractor will be required to begin the project no later than October 24, 2022, and fully complete the entire project no later than December 22, 2023. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: September 6, 2022
2. Post Notice to Bidders and Notice of Public Hearing: September 9, 2022
3. Publish Notice to Bidders and Notice of Public of Hearing: September 16, 2022
4. Bid Opening (10:30 A.M., Public Services Building): September 27, 2022
5. Public Hearing and Award Contract: October 3, 2022
(Hold Public Hearing on the plans, specifications, form of contract, enhancement of payment, and estimated total cost, review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

1. Adopt Resolution ordering construction and setting the bid opening date as September 27, 2022 and setting the public hearing date as October 3, 2022 for the Rock Creek Greenbelt - Native Vegetation Improvements project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted to the Iowa League of Cities and the Master Builders of Iowa websites on September 9, 2022 and published in the Des Moines Register on September 16, 2022.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

A project information letter was sent to the adjacent property owners in August 2022. A project information meeting for adjacent property owners and residents was held September 1, 2022.

ACTION REQUESTED:

Action: Consider motion to adopt **RESOLUTION** ordering construction on the Rock Creek Greenbelt - Native Vegetation Improvements project; and fixing a date for hearing thereon and taking of bids therefor;(date of bid-letting: 9/27/22 @ 10:30 a.m./date of hrg: 10/3/22 @ 5:30 p.m.)

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Notice of Hearing
 Location Map
 Resolution
 Contract

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

ROCK CREEK GREENBELT – NATIVE VEGETATION
CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **Rock Creek Greenbelt – Native Vegetation** project at its meeting at **5:30 P.M. on the 3rd day of October, 2022**, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmttVHNxcWZFak9PdZ09>
Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
Dial: +1 312 626 6799
Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **27th day of September, 2022**, at the reception desk in said Ankeny Public Services Building. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated at **10:30 A.M. on the 27th day of September, 2022**, in said Ankeny Public Services Building. Bids will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 3rd day of October, 2022**, in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than October 24, 2022**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in October 2022.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Works Department, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023, for a fee of Fifty Dollars (\$50.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-963-3520 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

Rock Creek Greenbelt – Native Vegetation

The Rock Creek Greenbelt – Native Vegetation project includes site preparation mowing, herbicide treatment, and dormant native vegetation seeding of 8 acres of public land located in the Rock Creek Greenbelt generally located south of NW 18th Street, north of NW 6th Street, east of NW Weigel Drive, and west of NW Pine View Circle.

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

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **one (1)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Ankeny and the provisions stipulated in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the project no later than **December 22, 2023**. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Two Hundred Fifty Dollars (\$250.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **6th day of September, 2022**.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **9th day of September, 2022**.

Published in the Des Moines Register the **16th day of September, 2022**.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE ROCK CREEK GREENBELT - NATIVE VEGETATION, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE ROCK CREEK GREENBELT - NATIVE VEGETATION, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the Rock Creek Greenbelt - Native Vegetation; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the Rock Creek Greenbelt - Native Vegetation, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The Rock Creek Greenbelt – Native Vegetation project includes site preparation mowing, herbicide treatment, and dormant native vegetation seeding of 8 acres of public land located in the Rock Creek Greenbelt generally located south of NW 18th Street, north of NW 6th Street, east of NW Weigel Drive, and west of NW Pine View Circle.

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

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to September 27, 2022, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on October 3, 2022, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on October 3, 2022.

PASSED AND APPROVED this 6th day of September, 2022.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 6th day of September, 2022, 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, hereinafter called the "Contractor."

WITNESSETH:

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

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

Shade Canopy Assembly and Installation

The **Shade Canopy Assembly and Installation** project includes the assembly and installation of twelve (12) SGS bleacher canopies. The construction areas are located in the Prairie Ridge Sports Complex within the City of Ankeny.

The surface restoration improvements include installing two (2) 12" x 12" footings per canopy into existing concrete, installing canopy columns, frames, and shade cover provided by the City, and pouring approximately 90 SY of 5" PCC Sidewalk. Other associated improvements include the salvage and removal of extra topsoil, mobilization, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of FIFTY-FOUR THOUSAND ONE-HUNDRED THIRTY DOLLARS (\$54,130.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to fully complete the project as described in the Notice to Bidders no later than **November 11, 2022**, and to pay liquidated damages for noncompliance with said completion provisions at the rate of **Two Hundred Fifty Dollars (\$250.00) for each calendar day** thereafter that the work remains incomplete.

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

JURISDICTION:

By: _____

(Seal)
ATTEST:



CONTRACTOR:

Brothers Cleaning Corporation
Contractor

By: Jose Valero
Signature

President
Title

4000 Colfax Ave
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 C 1 1 2 8 - 6 3 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

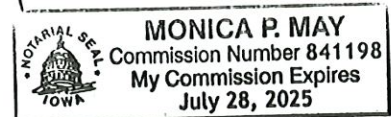
1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of Iowa)
Polk) SS
County)

On this 1 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joscelito Valero and _____, to me known, who, being by me duly sworn, did say that they are the Owner, 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 Joscelito Valero and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa
My commission expires July 28, 2025



PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
_____) SS
County)

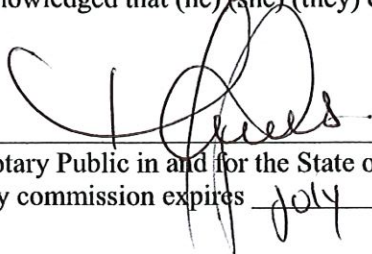
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf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

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

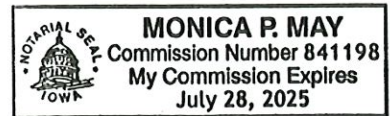
INDIVIDUAL ACKNOWLEDGEMENT

State of Iowa)
Polk) SS
County)

On this 1 day of September, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joscelito Valero and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.



Notary Public in and for the State of Iowa
My commission expires July 28, 2022



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

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 award 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. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
	STREETS AND RELATED WORK				
7.01	Sidewalk, PCC, 5" Thick	SY	90	\$77.00	\$6,930.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$7,200.00	\$7,200.00
11.02	Concrete Washout, Collection Bags	EA	2	\$500.00	\$1,000.00
11.03	Softball Canopy Assembly and Installation	LS	1	\$39,000.00	\$39,000.00

TOTAL CONTRACT AMOUNT =**\$54,130.00**

Client#: 70034

BROCLEPC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/06/2022

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

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

PRODUCER Holmes Murphy-Des Moines 2727 Grand Prairie Pkwy Property Casualty/Select-DM Waukee, IA 50263		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: corecertificaterequest@holmesmurphy.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Integrity Property & Casualty Ins. Co.	
		INSURER B: Integrity Insurance Company	
		INSURER C: Progressive Casualty Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		CPP2857944	06/03/2022	06/03/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		040686030	06/03/2022	06/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$0		CUP2857946	06/03/2022	06/03/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCP2857945	06/03/2022	06/03/2023	☒ 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)

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern

City of Ankeny
 2022 Shade Canopy Assembly and Installation

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

AUTHORIZED REPRESENTATIVE



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SELECTIVE

BE UNIQUELY INSUREDSM

Selective Insurance Company of America

40 Wantage Avenue

Branchville, New Jersey 07890

973-948-3000

BondNo.B 1266908

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Kory Boersma**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$750,000.00**

Signed this 6th day of September, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:


Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



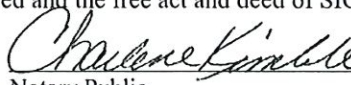
STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 6th day of September, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, did, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. **B1266908**

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26


Notary Public



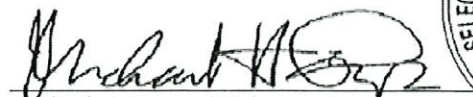
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 6th day of September, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

SURETY BOND TRANSACTION REPORT

PRINCIPAL				
Brothers Cleaning Corporation 4000 Colfax Ave Des Moines, IA 50317				
OBLIGEE				
City of Ankeny				
BOND				
EFF DATE:	9/6/2022	BILLED EFF DATE:	STATE: IA	
EXP DATE:	9/6/2023	TYPE:	All Other Class A Contracts, NOC	
RENEWAL METHOD:				
RATING SUMMARY				
KIND OF BOND	CLASS	BOND AMT	PREMIUM	COMM %
Class A Performance Bond	749	54,130.00	\$1,624.00	25.00%
TOTAL PREM: \$1,624.00 TOTAL COMM:				
REMARKS				
AGENT				
NAME	BOERSMA INSURANCE SERVICES LLC		NUMBER: 001407200000	
AND	100 COURT AVE STE 310			
ADDRESS	DES MOINES, IA 50309-2256			
RENEWAL COMMENTS				
B-869 (4/92)				

SELECTIVE INSURANCESM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1266908

STATEMENT OF FINANCIAL CONDITION

Class A Performance Bond

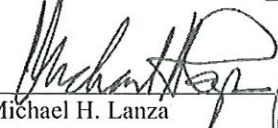
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.


Michael H. Lanza
SICA Corporate Secretary



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.


Christine Marie Lawson
Notary Public
My Commission Expires:



CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024



ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS

P.O. Box 7265

London, KY 40742

Email address: **csvpriority@selective.com**

Telefax: 866-324-3471

Phone: 866-455-9969

For all other inquiries not related to claims, contact
Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
1-800-777-9656
1-973-948-3000

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Brothers Cleaning Corporation, as Principal (hereinafter the "Contractor" or "Principal") and Selective Insurance Company of America, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of FIFTY-FOUR THOUSAND ONE-HUNDRED THIRTY DOLLARS (\$54,130.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of September, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Shade Canopy Assembly and Installation

The **Shade Canopy Assembly and Installation** project includes the assembly and installation of twelve (12) SGS bleacher canopies. The construction areas are located in the Prairie Ridge Sports Complex within the City of Ankeny.

The surface restoration improvements include installing two (2) 12" x 12" footings per canopy into existing concrete, installing canopy columns, frames, and shade cover provided by the City, and pouring approximately 90 SY of 5" PCC Sidewalk. Other associated improvements include the salvage and removal of extra topsoil, mobilization, and miscellaneous associated work necessary to complete the project.

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

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

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

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **one (1)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 31st day of Sept, 2022

Surety Countersigned By:

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Brother's Cleaning Corporation
Contractor

By: _____

Signature

owner
Title

SURETY:

Selective Insurance Company of America
Surety Company

By: _____

Signature Attorney-in-Fact Officer

Kory Boersma
Printed Name of Attorney-in-Fact Officer

Boersma Insurance Services
Company Name

100 Court Ave STE 310-450
Company Address

Des Moines, IA 50309
City, State, Zip Code

515-327-7033
Company Telephone Number

NOTE:

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



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

September 6, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Regular Council Meeting - 9/19/22 @ 5:30 p.m.*
- *Public Hearing - Notice of Intent - 9/19/22 @ 5:30 p.m.*
- *Council Action Planning Session - 9/19/22 @ 5:30 p.m.*
- *Public Hearing - HTT Water Transmission Main & Drainage Improvements - 10/3/22 @ 5:30 p.m.*
- *Public Hearing - 2022 Rock Creek Greenbelt - Native Vegetation Improvements - 10/3/22 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available