



ANKENY CITY COUNCIL

Regular Meeting

Monday, August 21, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

ELECTRONIC MEETING INFORMATION

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

1. Special Presentation: DART Commission - Luis Montoya, Chief Planning Officer

B. APPROVAL OF AGENDA:

1. Approval of the August 21, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the August 21, 2023 agenda, with or without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-45 Proposed Fourmile Trunk Sewer Connection District 3

Action# C1-1. Consider motion to close Public Hearing 2023-45.

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 7, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Receive and file minutes of the Plan and Zoning Commission meeting of July 18, 2023.
- CA - 3** Receive and file minutes of the Civil Service Commission meeting of July 10, 2023.

- **Licenses and Permits**

- CA - 4** Consider motion to approve the issuance of a fireworks permit within the City of Ankeny to J & M Displays, to be held following the RV TV in The District event, September 4, 2023 at Promenade Park.
- CA - 5** Consider motion to approve the issuance of liquor licenses and/or beer/wine permits in the City of Ankeny.

- **Finance/Budget**

- CA - 6** Consider motion to receive and file Financial Reports for July 2023.
- CA - 7** Consider motion to receive and file Building Permit Report for July 2023.
- CA - 8** Consider motion to receive and file Utility Billing Report for July 2023.
- CA - 9** Consider motion to approve Change Order #2 increasing the contract amount by \$11,500.00 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive.
- CA - 10** Consider motion to approve Change Order #3 increasing the contract amount by \$3,440.00 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
- CA - 11** Consider motion to approve Change Order #3 decreasing the contract amount by \$3,943.50 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

- CA - 12** Consider motion to approve Change Order #1 increasing the contract amount by \$6,819.22 to Electric Conduit Construction Company, for construction services on the SE Quadrant Fiber Upgrade, Phase One project.
- CA - 13** Consider motion to approve Change Order #1 increasing the contract amount by \$14,885.00 to TK Concrete, Inc., for construction services on the 2023 PCC Patching Program project.
- CA - 14** Consider motion to approve Payment #2 in the amount of \$528,180.42 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.
- CA - 15** Consider motion to approve Payment #14 in the amount of \$346,030.56 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
- CA - 16** Consider motion to approve Payment #2 in the amount of \$252,815.66 to All-Star Concrete, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.
- CA - 17** Consider motion to approve Payment #2 in the amount of \$822,488.15 to Alliance Construction Group, LLC, for construction services on the SW State Street Reconstruction Project - Southbound Lanes.
- CA - 18** Consider motion to approve Payment #3 in the amount of \$54,769.87 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.
- CA - 19** Consider motion to approve Payment #5 in the amount of \$4,232.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.
- CA - 20** Consider motion to approve Payment #1 in the amount of \$4,428.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.
- CA - 21** Consider motion to approve Payment #3 in the amount of \$8,896.50 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
- CA - 22** Consider motion to approve Payment #5 in the amount of \$770,595.15 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
- CA - 23** Consider motion to approve Payment #5 in the amount of \$1,252,887.43 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 24** Consider motion to approve Payment #2 in the amount of \$13,759.58 to Electric Conduit Construction Company, for construction services on the SE Quadrant Fiber Upgrade, Phase One project.
- CA - 25** Consider motion to approve Payment #5 in the amount of \$21,628.00 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
- CA - 26** Consider motion to approve Payment #16 in the amount of \$2,499.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
- CA - 27** Consider motion to approve Payment #3 in the amount of \$65,722.14 to Granite

Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

- CA - 28** Consider motion to approve Payment #8 in the amount of \$950.00 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
- CA - 29** Consider motion to approve Payment #1 in the amount of \$635,203.02 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.
- CA - 30** Consider motion to approve Payment #12 in the amount of \$1,083.00 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
- CA - 31** Consider motion to approve Payment #16 in the amount of \$63,642.51 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
- CA - 32** Consider motion to approve Payment #2 in the amount of \$27,345.28 to OMG Midwest DBA Des Moines Asphalt and Paving for construction services on the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road project.
- CA - 33** Consider motion to approve Payment #4 in the amount of \$207,386.43 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
- CA - 34** Consider motion to approve Payment #4 in the amount of \$193,801.90 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.
- CA - 35** Consider motion to approve the August 21, 2023 Accounts Payable.

- **Personnel Items**

- CA - 36** Consider motion to accept the Civil Service Commission certified lists for appointment to: Fleet Technician, Division Chief of Community Risk Reduction, and Facilities Maintenance Technician; subject to passing any further departmental requirements.

- **Community Development Items**

- CA - 37** Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for underground improvements, platted easements, parkland dedication agreement, and sewer connection fee for Canyon Landing Townhomes Plat 2 Final Plat.
- CA - 38** Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and subgrade in Canyon Landing Townhomes Plat 2 Final Plat.
- CA - 39** Consider motion to adopt **RESOLUTION** accepting a public grading and sidewalk easement associated with the development of Lot 1, Crosswinds Plat 2.
- CA - 40** Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, plans and specifications, contracts, and performance and maintenance bonds for public improvements, and platted easements for Four Mile Distribution Center Plat 2.
- CA - 41** Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street

paving, subgrade, water main, sanitary sewer, and storm sewer in Four Mile Distribution Center Plat 2.

CA - 42 Consider motion to grant preliminary approval of Kimberley Crossing Plat 4 Final Plat.

CA - 43 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC from Low Density Residential to Medium Density Residential (LUPA Area B) (date of hrg: 9/5/23 @ 5:30p.m.)

CA - 44 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope Kimberley, LLC from the current R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A) (date of hrg: 9/5/23 @ 5:30p.m.)

CA - 45 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC from High Density Residential to Community Commercial (LUPA Area C) (date of hrg: 9/5/23 @ 5:30p.m.)

CA - 46 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F) (date of hrg: 9/5/23 @ 5:30 p.m.)

CA - 47 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E) (date of hrg: 9/5/23 @ 5:30p.m.)

CA - 48 Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D) (date of hrg: 9/5/23 @ 5:30p.m.)

- **Engineering Items**

CA - 49 Consider motion to adopt **RESOLUTION** accepting a proposal from Absolute Group in the amount of \$97,767.00 for the construction of the 2023 City-Wide Permanent Surface Restoration project.

CA - 50 Consider motion to adopt a **RESOLUTION** authorizing the execution of an updated Title VI Non-Discrimination Agreement, including Standard DOT Title VI Assurances with appendices, between the Iowa Department of Transportation and the City of Ankeny.

CA - 51 Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign an annexation agreement from Charles Lepak, allowing connection to public sanitary sewer in the City of Ankeny, Iowa.

- **Capital Improvement Projects**

CA - 52 Consider motion to adopt **RESOLUTION** accepting a proposal from Alpha Landscapes, LLC in the amount of \$69,693.00 for the construction of the North Ankeny Boulevard & 18th Street: Landscape Improvements.

- CA - 53** Consider a motion to adopt **RESOLUTION** accepting a proposal from Caliber Concrete LLC in the amount of \$82,437.46 for the Aspen Ridge Trail project.
- CA - 54** **2023 Pedestrian Ramp Improvements Program - Fountain View:** Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by \$1,220.80; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Shekar Engineering, PLC in the amount of \$183,559.81; and d) Final Payment #2 in the amount of \$108,054.20; Retainage Payment in the amount of \$9,177.99.
- CA - 55** **NE Crestmoor Sanitary Sewer Replacement:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$2,793.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Absolute Concrete Construction, Inc. in the amount of \$405,398.00; and d) Final Payment #2 in the amount of \$177,603.45 / Release of Retainage in the amount of \$20,269.90.
- CA - 56** **2023 Pedestrian Ramp Improvements Program - Barclay:** Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$4,284.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Concrete Connection, LLC in the amount of \$184,284.00; and d) Final Payment #2 in the amount of \$96,711.66; Retainage Payment in the amount of \$9,214.20.

- **Administrative Items**

- CA - 57** Consider a motion to enter into an agreement with the Iowa Civil Rights Commission (ICRC) from July 1, 2023 - June 30, 2024 for the reimbursement of city staff time in processing discrimination claims referred to the ICRC.
- CA - 58** Consider motion to approve the Contractor Agreement with Public Consulting Group for Ground Emergency Medical Transportation (GEMT) Provider Cost Reporting.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-58.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-58.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2148 An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2148.

2. Ord 2149 An Ordinance amending Chapter 94.06 of the Municipal Code of the City of Ankeny, Sewer Connection Districts Established. (PH 2023-45)

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2149.

I. OLD BUSINESS: none

J. NEW BUSINESS: none

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

City Council Members:

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

- **Future Council Agenda Items:**

- ***Public Hearing - 2023 Rally Complex Park Development - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - Amendment to The Ankeny Plan 2040 Comp Plan, Hope Kimberley LLC (LUPA Area B) - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - rezone - Hope Kimberley LLC (Area A) - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - Amendment to The Ankeny Plan 2040 Comp Plan, Hope Kimberley LLC (LUPA Area C) - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - rezone - Hope Kimberley LLC (Area F) - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - rezone - Hope Kimberley LLC (Area B & E) - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - rezone - Hope Kimberley LLC (Area D) - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - NW Irvinedale Drive - Elevated Water Storage Tank - 9/18/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 10/2/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Request for Executive Session under Code Section 21.5.1 (i)

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

Action# L1-1.

Consider motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (i) "To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session."

2. Adjournment

Council Action Planning Session will commence following adjournment of regular meeting.



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:
Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Special Presentation: DART Commission - Luis Montoya, Chief Planning Officer

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the August 21, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the August 21, 2023 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Public Hearing

LEGAL:

SUBJECT:
PH 2023-45: Proposed Fourmile Trunk Sewer Connection District 3

EXECUTIVE SUMMARY:

The City of Ankeny is currently constructing the North Four Mile Creek Trunk Sewer, which includes approximately 2,540 feet of 30-inch trunk sewer. The City also anticipates the construction of additional trunk sewer to serve the Fourmile Creek basin area beginning in the near future. Future phases include installing an estimated 27,840 lineal feet of trunk sewer with diameters ranging from 15-inches to 30-inches. The benefited district is the northwestern service area for the Fourmile drainage basin, adjacent to existing connection districts 1 and 2. The connection fee is established based on the sewer-related items in the bid tab for the North Four Mile Creek Trunk Sewer project and the estimated cost of sewer to be constructed in the future. The proposed connection fee for the Fourmile Trunk Sewer Connection District 3 starts at \$5,630. The fee increases annually by 2.71% for the next 4 years based on the most recent interest rate. After that, the fee will be re-evaluated based on updated construction costs.

FISCAL IMPACT: **No**

The intent of the connection district is to recover the city's costs associated with the construction of sanitary trunk sewer in the Fourmile Creek basin.

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 17th, 2023: The City Council approved Resolution 2023-296 setting a public hearing on the proposed adoption of an ordinance to establish a benefited district and connection fees for the Fourmile Sanitary Trunk Sewer Connection District 3. (date of hrg: 8/21/2023 @ 5:30 p.m.)

PUBLIC OUTREACH EFFORTS:

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

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-45.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Project Location Map
 Proposed Ordinance



PUBLIC HEARING 2023-45

5:30 P.M.

AUGUST 21, 2023

**PROPOSED ADOPTION OF AN ORDINANCE AMENDING CHAPTER 94.06 OF THE
MUNICIPAL CODE OF THE CITY OF ANKENY, SEWER CONNECTION DISTRICTS
ESTABLISHED**

Mayor:

This is the time and place for a public hearing on the matter of the adoption of Ordinance 2149 to establish a benefited district and connection fees in the Fourmile Creek Trunk Sewer Connection District 3. Notice of this hearing was published in the Des Moines Register on the 21st day of July, 2023.

Mayor:

“Has any written correspondence been received on this hearing?”

City Clerk:

None.

Mayor:

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

After Report:

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

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

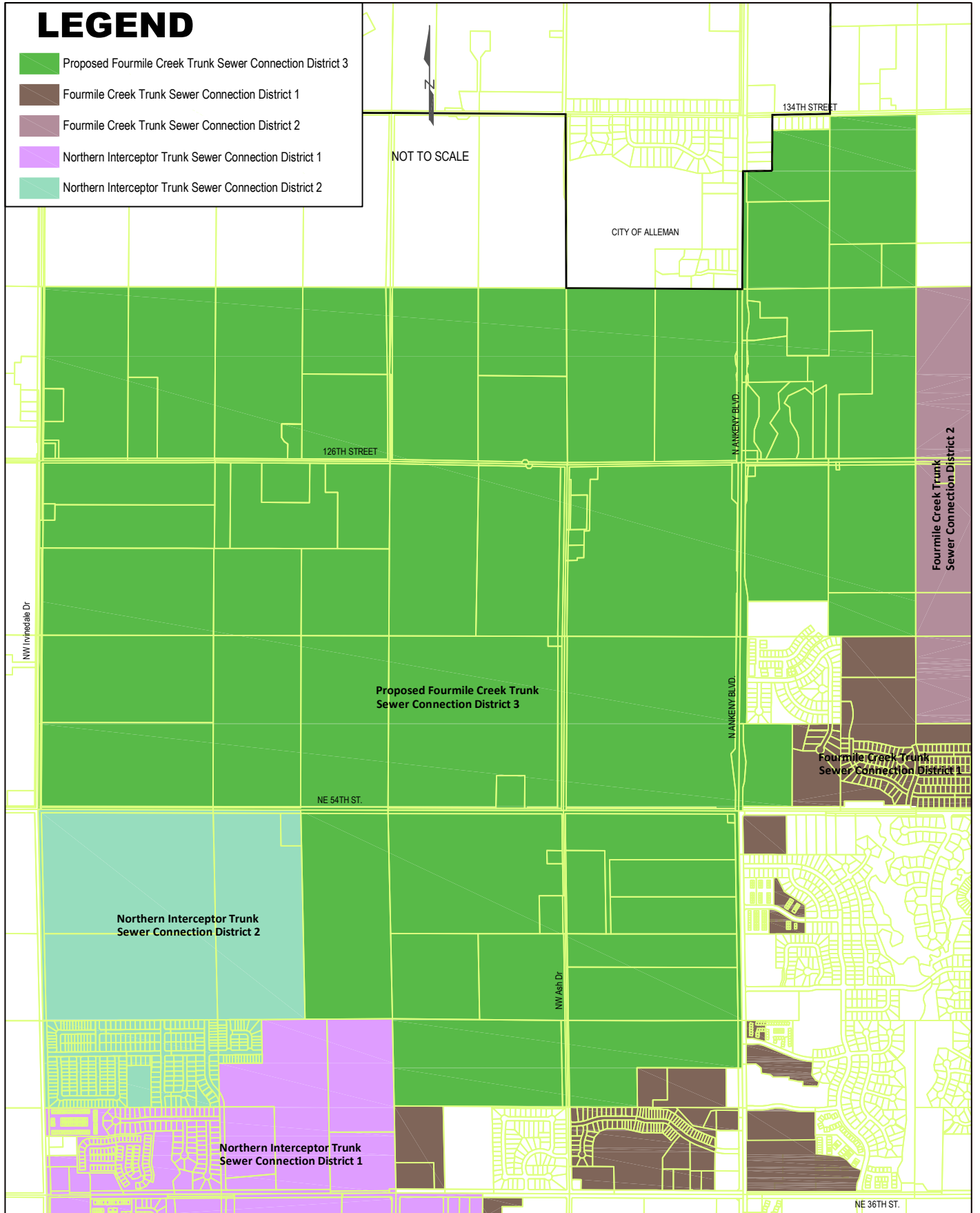
- ☐ Consider **MOTION** to close public hearing PH 2023-45.

Mayor:

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

LEGEND

-  Proposed Fourmile Creek Trunk Sewer Connection District 3
-  Fourmile Creek Trunk Sewer Connection District 1
-  Fourmile Creek Trunk Sewer Connection District 2
-  Northern Interceptor Trunk Sewer Connection District 1
-  Northern Interceptor Trunk Sewer Connection District 2



PROPOSED FOURMILE TRUNK SEWER CONNECTION DISTRICT 3



MUNICIPAL UTILITIES
DEVELOPMENT
ENGINEERING

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 94.06 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, SEWER CONNECTION DISTRICTS ESTABLISHED.

WHEREAS, the City of Ankeny has established water and sewer connection fee districts in Chapter 94 of the Ankeny Municipal Code; and

WHEREAS, the City Council proposes that the costs of extending improvements not assessed to properties specially benefitted thereby should be recovered by the imposition of a connection fee upon the owners of properties which connect to and derive service from the municipal sanitary sewer utility; and

WHEREAS, the following connection fee ordinance has been prepared for said purpose, which ordinance establishes a certain connection fee district to be known as the Fourmile Creek Trunk Sewer Connection District 3, and provides that property owners within said district would be eligible to connect to the sanitary sewer utility upon application therefor and payment of a connection fee in the amount prescribed to be connected to and served by the sanitary sewer utility.

NOW, THEREFORE, be it Ordained by the City Council of the City of Ankeny, Iowa:

Section 1. That the Municipal Code of the City of Ankeny, Iowa, be and is hereby amended by adding a new Section, as follows:

94.06.22 Fourmile Creek Trunk Sewer Connection District 3

- A. Fourmile Creek Trunk Sewer Connection District 3 means and includes only the following described real estate and as shown on an exhibit on file in the office of the Director of Municipal Utilities:

EX W 446F N 846F- & -EX COM NW COR THN E 446.10F ALNG N LN TO POB THN E 874F S 233.05F W 873.82F N 233.05F TO POB- NW 1/4 NW 1/4 LESS .64A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-013); and

N 60 A E 1/2 NW 1/4 LESS 1 A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-003); and

SW1/4 NW1/4 LES 2.27A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-004); and

EX E 8A- S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-100-005); and

E 8A S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-100-006); and

OUTLOT X FOUR MILE FOUR (GEOPARCEL # 8124-25-376-001); and

N & E OF LN BEG 1146.74F N & 75F E OF SW COR THN SE 198F S 240F E 410F S 575.53F E TO E LN NW 1/4 SW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-300-001); and

LOT 4 FOUR MILE FOUR (GEOPARCEL # 8124-25-326-001); and

PAR A BK 11516 PG 523 BNG BEG 1860.08F N OF SW COR THN N 606.92F E 75F SE 198F S 240F E 410F S 277.36F SW 502.5F NW 183.43F TO POB SW 1/4 LESS RD SEC 25-81-24 (GEOPARCEL # 8124-25-300-006); and

PRT LOT 1 LYG E PARCELS C & D BK 18760 PG 763 GENE'S PLACE (GEOPARCEL # 8124-25-301-003); and

LOT 1 -EX RD EAS COM SW COR SEC 25 THN N 1219.26F E 65.18F TO POB THN E 28.84F SW 93.65F N 33.71F NE 53.30F TO POB- FOUR MILE FOUR (GEOPARCEL # 8124-25-351-006); and

OUTLOT W -EX RD EAS COM SW COR SEC 25 THN N 1219.26F E 65.18F TO POB THN E 28.84F SW 93.65F N 33.71F NE 53.30F TO POB- FOUR MILE FOUR (GEOPARCEL # 8124-25-351-007); and

OUTLOT Z FOUR MILE FOUR (GEOPARCEL # 8124-25-351-003); and

LOT 2 FOUR MILE FOUR (GEOPARCEL # 8124-25-351-004); and

LOT 3 FOUR MILE FOUR (GEOPARCEL # 8124-25-351-005); and

S 181.5F W 240F SW1/4 SW1/4 LESS RD SEC 25-81-24 (GEOPARCEL # 8124-25-300-003); and

PRT LOT 1 LYG W PARCEL C BK 18760 PG 763 GENE'S PLACE (GEOPARCEL # 8124-25-301-002); and

EX E 75F & S 33F- & -EX RD EAS COM SE COR NE 1/4 SE 1/4 THN N 128.44F W 75F TO POB THN NW 52.39 N 125.40F NE 84.86F S 252F TO POB- & -EX RD EAS COM SE COR SEC 26 THN N 1242.62F W 75F TO POB THN NW 43.17F N 57.01F NE 35.74F S 133F TO POB- E 1/2 SE 1/4 SEC 26-81-24 (GEOPARCEL # 8124-26-400-003); and

W 1/2 SE 1/4 LESS 1 A RD SEC 26-81-24 (GEOPARCEL # 8124-26-400-001); and

NE 1/4 SW 1/4 SEC 26-81-24 (GEOPARCEL # 8124-26-300-003); and

EX COM SW COR SEC 26 THN E 2004.17F TO POB THN N 33F NE 39.57F E 46.1F SE 39.46F S 33F W 97.53F TO POB- SE 1/4 SW 1/4 LESS 0.926A RD SEC 26-81-24 (GEOPARCEL # 8124-26-300-005); and

W1/2 SW 1/4 LESS 2.5A RD SEC 26-81-24 (GEOPARCEL # 8124-26-300-001); and

SE 1/4 SE 1/4 LESS 2 A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-003); and

NE1/4 SE1/4 LESS 1.5A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-002); and

PARCEL C BK 15128 PG 632 PRT OF W 1/2 SE 1/4 LESS .16A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-400-005); and

EX PARCEL C BK 15128 PG 632- W 1/2 SE 1/4 LESS .84A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-004); and

LOT 1 -LESS .66 A RD- CHRISTIAN JUON EST (GEOPARCEL # 8124-27-300-003); and

LOT 2 -LESS .34 A RD- CHRISTIAN JUON EST (GEOPARCEL # 8124-27-300-002); and

EX PARCEL E BK 15611 PG 732- & -EX PARCEL D BK 15571 PG 306- PARCEL A BK 9113 PG 504 BEG W 1/4 COR OF SEC THN E ALNG N LN 1322.12F TO NE COR S 2639.33F TO SE COR W 1097.5F N 265.01F W 230.01F TO W LN N 2376.88F TO POB W 1/2 SW 1/4 LESS 2.90 RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-008); and

PARCEL E BK 15611 PG 732 COM SW COR SEC 27 THN N ALNG W LN SW 1/4 597.40F TO POB THN CONT N 497.83F THN E 350F S 497.83F W 350F TO POB W 1/2 SW 1/4 LESS .57 RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-009); and

PARCEL D BK 15571 PG 306 COM SW COR SEC 27 BNG SW COR PARCEL B BK 9113 PG 504 THN N 265.08F TO POB THN CONT N 45F E 281.54F S 310F TO S LN SEC 27 THN W 51.50F TO SE COR PARCEL B THN N 265.02F THN W 230.02F TO POB SW 1/4 SW 1/4 LESS .09A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-007); and

PARCEL B BK 9113 PG 504 S 265.01F W 230.01F SW 1/4 SW 1/4 LESS .44A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-005); and

PARCEL C BK 14439 PG 496 BNG PRT LTS 3 & 5 LESS 2.73A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-008); and

PARCEL A W 230F S 245F N900F LT 3 LESS .281A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-007); and

OUTLOT X CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-100-010); and

LOT 4 LESS 1.52 A RD & S PT LOT 5 BNG E 443.7 F W 871.8 F S 1326.6 F CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-005); and

SW 1/4 NE 1/4 SEC 34-81-24 (GEOPARCEL # 8124-34-200-004); and

OUTLOT Y CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-008); and

OUTLOT Z CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-012); and

LOT 3 CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-010); and

OUTLOT Y CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-014); and

LOT 1 CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-013); and

LOT 1 CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-011); and

SE 1/4 NE 1/4 SEC 34-81-24 (GEOPARCEL # 8124-34-200-005); and

100F VAC RR ROW THRU E 1/2 NW 1/4 LESS RD EAS SEC 35-81-24 (GEOPARCEL # 8124-35-100-003); and

LOTS 7 & 8 LESS 1.02 A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-35-100-001); and

EX COM NW COR SEC 35 THN E 2063.02F TO POB THN E 96.86F S 33F SW 39.46F W 45.6F NW 39.46F N 33F TO POB- E 1/2 NW 1/4 LESS 0.927A RD & 5.98 A RY SEC 35-81-24 (GEOPARCEL # 8124-35-100-004); and

LOT 2 ENGELWOOD ACRES (GEOPARCEL # 8124-35-201-003); and

LOT 1 ENGELWOOD ACRES (GEOPARCEL # 8124-35-201-002); and

PARCEL B BEG 460.3F S OF N 1/4 COR OF SEC THN S 522.7F TO NW COR ENGELWOOD ACRES E 60.01F TO E ROW LN NE 6TH ST E 250.04F N 522.7F W 250.04F TO E ROW LN 6TH ST W 60.01F TO POB NE 1/4 LESS .72A RD EAS SEC 35-81-24 (GEOPARCEL # 8124-35-201-005); and

EX PARCEL B BEG 460.3F S OF N 1/4 COR OF SEC THN S 522.7F TO NW COR ENGELWOOD ACRES E 60.01F TO E ROW LN 6TH ST E 250.04F N 522.7F W 250.04F TO E ROW LN 6TH ST W 60.01F TO POB- BEG NW COR THN E 463F S 225F W 112F S 780F W 79.5F N 22F W 271.5F N 983F TO POB NE 1/4 LESS RD SEC 35-81-24 (GEOPARCEL # 8124-35-201-004); and

EX BEG NW COR THN E 463F S 225F W 112F S 780F W 79.5F S 407F W 98F S 40F W 173.5F N 1452F TO POB- NE 1/4 LESS RD SEC 35-81-24 (GEOPARCEL # 8124-35-226-001); and

EX COM NW COR SEC 36 THN S 208.25F ON W LN SEC 36 THN E 60.01F TO POB THN E 25F NE 28F N 100F NE 34.33F TO SLY ROW LN NE 126TH AVE THN W 45.01F TO ELY ROW LN US 69 THN S 158.48F TO POB- N 208.25F W 208.25F NW 1/4 NW 1/4 LESS .57A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-006); and

W 50F N 115F E 1206.05F NE 1/4 NW 1/4 LESS .038 A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-003); and

OUTLOT Y FOUR MILE FOUR (GEOPARCEL # 8124-36-126-001); and

EX PARCEL 2020-135 BK 18074 PG 32- & -EX N 208.25F W 208.25F- & -EX COM NW COR SEC 36 THN S 208.25F ON W LN NW 1/4 THN E 60.01F TO POB THN E 25F S 358.85F SW 79.06F TO EXISTING ELY ROW LN THN N 433.44F TO POB- W 1/2 NW 1/4 LESS 5.43A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-008); and

S 1/4 E 1/2 NW 1/4 SEC 36-81-24 (GEOPARCEL # 8124-36-100-005); and

PARCEL B BK 13599 PG 404 BEG 60F E OF NW COR THN E 743.77F ALNG N LN S 1251.03F TO N ROW LN NE 118TH AV W 748.88F ALNG N ROW LN TO ELY ROW LN US HWY 69 N 281.15F ALNG ELY ROW LN NE 92.2F NE 300.4F NW 302F N 277.86F ALNG ELY ROW LN TO POB SW 1/4 SW 1/4 SEC 36-81-24 (GEOPARCEL # 8124-36-300-004); and

SE 1/4 LESS 6.6A RD & 2.4A RR SEC 35-81-24 (GEOPARCEL # 8124-35-400-001); and

EX N 150F- ABND RAILROAD ROW BNG ELY 60F LYG W & ADJ NE 6TH STREET ROW SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-008); and

N 150F ABND RAILROAD ROW BNG ELY 60F LYG W & ADJ NE 6TH STREET ROW SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-007); and

PARCEL C BK 10789 PG 213 BEG 60F W OF CNT OF SEC TO W ROW LN NE 6TH ST THN S 150F ALNG W ROW LN W 150F N 150F TO N LN E 150F TO POB NE 1/4 SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-005); and

EX E 60F & PARCEL A BK 8437 PG 534 BEG 1634F E OF SW COR THN NLY 528.07F E 430F S 528F TO S LN W 438F TO POB & PARCEL C BK 10789 PG 213 BEG 60F W OF CNT OF SEC TO W ROW LN NE 6TH ST THN S 150F ALNG W ROW LN W 150F N 150F TO N LN E 150F TO POB- SW 1/4 LESS 2.47A RD SEC 35-81-24 (GEOPARCEL # 8124-35-300-004); and

PARCEL A BEG 1634F E OF SW COR THN NLY 528.07F E 430F S 528F TO S LN W 438F TO POB SW 1/4 LESS .33A RD SEC 35-81-24 (GEOPARCEL # 8124-35-300-003); and

E 1/2 SE 1/4 LESS 1 A RD SEC 34-81-24 (GEOPARCEL # 8124-34-400-002); and

W 1/2 SE 1/4 LESS 1.52 A RD SEC 34-81-24 (GEOPARCEL # 8124-34-400-001); and

S 1/2 SW 1/4 LESS 3.515 A ROAD SEC 34-81-24 (GEOPARCEL # 8124-34-300-002); and

N 1/2 SW 1/4 LESS 1.515 A ROAD SEC 34-81-24 (GEOPARCEL # 8124-34-300-001); and

EX PARCEL 2022-7 BK 19156 PG 500- E 1/2 NE FRL 1/4 LESS RD SEC 3-80-24 (GEOPARCEL # 8024-03-200-005); and

PARCEL 2022-7 BK 19156 PG 500 E 1/2 NE FRL 1/4 LESS 0.25A RD SEC 3-80-24 (GEOPARCEL # 8024-03-200-006); and

SW 1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-003); and

EX PARCEL 2021-249 BK 19166 PG 562- SE1/4 NW FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-100-007); and

PARCEL 2021-249 BK 19166 PG 562 SE1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-008); and

LOT 1 TRIPLE J PARK PLAT 1 (GEOPARCEL # 8024-02-100-006); and

EX PARCELS D & E BEG 610F S & 25F W OF N 1/4 COR OF SEC THN S 200F WLY 235F N 200F ELY 235F TO POB- & -EX TRIPLE J PARK PLAT 1- N 1/2 NW FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-100-005); and

PARCELS D & E BEG 610F S & 25F W OF N 1/4 COR OF SEC THN S 200F WLY 235F N 200F ELY 235F TO POB NE 1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-002); and

W 112 F E 172 F S 133 F N 183 F NE FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-200-002); and

EX W 112F E 172F S 133F N 183F & W 616F S 1262F & S 1125F E 1960F- N 1/2 NE FRL 1/4 LESS 3.751A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-001); and

W 616F S 1262F N1/2 NE FRL 1/4 LESS .96A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-003); and

N 562.5F S 1125F E 1960F N 1/2 NE FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-004); and

E 1960F S 562.2F N 1/2 NE FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-005); and

EX S810F- S1/2 NEFRL1/4 LESS 1.09A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-006); and

S 810F S 1/2 NE FRL 1/4 LESS 1.73A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-007); and

EX E 1597.2 F S 600 F- LESS 1.92 A RD N 1/2 SE 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-400-001); and

W 60F E 85F N 1/2 SW 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-300-002); and

EX E 85F- N 1/2 SW 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-300-001)

B. The owner of any parcel included within the Fourmile Creek Trunk Sewer Connection District 3 desiring to make a service connection shall pay a connection fee. Connection fees are hereby established as follows:

<u>Effective Date</u>	<u>Sewer Connection Fee</u> <u>(per acre – 1 acre minimum)</u>
Prior to and through December 31, 2023	\$5,630
January 1, 2024	\$5,783
January 1, 2025	\$5,935
January 1, 2026	\$6,088
January 1, 2027 and thereafter	To be re-evaluated

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

Section 3. Severability. If any section, subsection, provision, sentence, clause, phrase or other part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or other part hereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2023

1st Con ____08/21/23____(Public Hearing)
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of August 7, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, August 7, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

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

PUBLIC FORUM

1. Dennis Sarenpa, 1201 NE Trilein Dr, and Kurt Bachman, 1102 NE Trilein Dr, expressed concerns with speeding on Trilein Drive.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the August 7, 2023 agenda as presented. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of July 17, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of July 5, 2023.
3. Receive and file minutes of the Zoning Board of Adjustment meeting of June 20, 2023.

Licenses and Permits

4. Issuance of cigarette/tobacco/nicotine/vapor permits in the City of Ankeny.
5. Issuance of liquor licenses and beer/wine permits in the City of Ankeny.

Finance/Budget

6. Change Order #4 increasing the contract amount by \$12,755.00 to Absolute Concrete Construction, Inc., for construction services on the SE 3rd Street Utility Improvements-Phase 1 project.
7. Amendment No. 4 to the Professional Services Agreement increasing the contract amount by \$16,990.00 with JEO Consulting Group for construction engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.
8. Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$8,715.00 with JEO Consulting Group, Inc. for additional construction engineering services on the SE Delaware Avenue HMA Widening project.
9. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$45,890.00 with Kirkham Michael & Associates for construction engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
10. Amendment No. 2 to the Professional Services Agreement increasing the contract amount by \$9,600.00 with MSA Professional Services for limited construction engineering services associated with the first phase of the Uptown Parking Improvements project.
11. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$2,500.00 with Nilles Associates, Inc, for engineering services on the Midway Park Development project.

12. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$19,700.00 with Nilles Associates, Inc, for engineering services on the Rally Complex project.
13. Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$74,500.00 with Snyder & Associates, Inc. for construction engineering services associated with the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project.
14. Payment #4, \$5,047.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.
15. Payment #15, \$2,963.58 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.
16. Payment #4, \$21,666.10 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.
17. Payment #27, \$7,324.25 to FOX Strand, for engineering services on the Ankeny ASR project.
18. Payment #3, \$12,363.50 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
19. Payment #4, \$27,194.51 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.
20. Payment #4, \$15,007.00 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
21. Payment #8, \$2,217.00 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.
22. Payment #1, \$175,243.01 to Iowa Signal, Inc., for construction services on the SW State Street Fiber Optic Relocation project.
23. Payment #1, \$53,430.14 to JC Construction, for construction services on the School Walkability Improvements project.
24. Payment #23, \$1,797.50 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
25. Payment #20, \$9,897.50 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
26. Payment #4, \$14,535.90 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.
27. Payment #10, \$4,207.50 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.
28. Payment #6, \$2,240.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
29. Payment #1, \$18,970.00 to Nilles Associates, Inc. for engineering services on the Midway Park project.
30. Payment #2, \$33,528.50 to Nilles Associates, Inc. for engineering services on the Rally Complex project.
31. Payment #4, \$40,385.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.
32. Payment #2, \$30,000.00 to Romtech Companies for construction services on the restroom facility at the Midway Park.
33. Payment #32, \$258.50 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
34. Payment #12, \$32,533.25 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
35. Payment #30, \$6,805.75 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
36. Payment #29, \$20,447.16 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
37. Payment #30, \$21,087.08 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

38. Payment #24, \$35,473.32 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
39. Payment #16, \$3,024.38 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
40. Payment #2, \$25,783.30 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.
41. Payment #3, \$58,569.75 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
42. Payment #43, \$2,324.12 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive – RISE project.
43. Payment #8, \$716,604.58 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.
44. Payment #4, \$16,723.20 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
45. Payment #10, \$16,150.00 to W RH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 – Well Pump and Control Building project.
46. August 7, 2023 Accounts Payable by fund: General 535,504; Hotel Motel Tax 4,058; Road Use Tax 182,107; Seizure 12,491; Library Foundation 1,037; Water 949,394; Sewer 598,397; Storm Water 25,956; Golf Course 64,695; Enterprise Project 980,194; Revolving 58,774; Risk Management 76,777; Health Insurance (21); Special Assessments 80,236; BAN/Bond Activity 23,707; Capital Projects 595,172; Payroll Totals 1,554,918; Transfers/ACH (202,275); Agenda Payments approved separately (1,529,778); Grand Total \$4,011,343.
47. Payment to the Ankeny Community School District in an amount not to exceed \$310,000.00 for engineering and construction services on the Prairie Ridge Sports Complex - East 8 Tennis Court Renovations project.
48. **RESOLUTION 2023-305** accepting a proposal from Concrete Connection, LLC in the amount of \$95,000.00 for the Midway Park Phase 2 Improvements project.

Personnel

49. A temporary side-by-side position in the fire department which will temporarily increase the authorized FTE count by one.

Community Development

50. Heritage Commercial at Prairie Trail Neighborhood Plan.
51. **RESOLUTION 2023-306** waiving approval of The Reserve at Rock Creek Final Plat.
52. Preliminary approval of Kimberley Crossing Plat 3 Final Plat.
53. Pine Lake Estates Plat 1 Preliminary Plat, and the acceptance of the public streets named NE Pine Lake Circle and NE Pondview Court.
54. **RESOLUTION 2023-307** 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.

Engineering

55. **RESOLUTION 2023-308** authorizing the Mayor to sign a development agreement with M-H Property Enterprises, L.L.C., concerning the construction of a traffic signal at the intersection of SE Delaware Avenue and SE 54th Street in the City of Ankeny, Iowa.
56. **RESOLUTION 2023-309** accepting a permanent sanitary sewer easement for the extension of sanitary sewer across the SPAL-USA, Inc. property to the Ankeny Regional Airport in Ankeny, Iowa.
57. **RESOLUTION 2023-310** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and drainage easement and temporary construction

easement for the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa. (2012 SW Westwinds Drive - Laudick & Flowers)

58. **RESOLUTION 2023-311** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa. (2104 SW Westwinds Drive - Christian and Christian)
59. **RESOLUTION 2023-312** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and drainage easement and temporary construction easement for the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa. (2016 SW Westwinds - Machan)
60. **RESOLUTION 2023-313** accepting a permanent sanitary sewer easement and temporary construction easements for the construction of the North Four Mile Creek Trunk Sewer Extension project in Ankeny, Iowa.

Capital Improvement Projects

61. **SE Delaware Avenue HMA Widening**: a) Final Change Order #4 decreasing the contract amount by \$24,142.42; b) Certificate of Completion; c) **RESOLUTION 2023-314** accepting the public improvement with Grimes Asphalt and Paving Corporation in the amount of \$945,356.25; and d) Final Payment #6 in the amount of \$18,707.71; and Retainage Payment in the amount of \$47,267.81.
62. **High Trestle Extension - SE Magazine Road to SE Oralabor Road**: a) Certificate of Completion; b) **RESOLUTION 2023-315** accepting the public improvement with Cramer and Associates, Inc. in the amount of \$3,034,636.29; and c) Final Payment #16 in the amount of \$0.00; and Retainage Payment in the amount of \$30,000.00.
63. **RESOLUTION 2023-316** authorizing the execution of an amendment to an agreement between Polk County, Iowa, the City of Ankeny, Iowa, and Rich Eychaner for the Creekview Drive Stormwater Wetland project.
64. **RESOLUTION 2023-317** ordering construction on the 2023 Rally Complex Park Development project and fixing a date for hearing thereon and taking of bids therefor. (date of bid letting: 8/29/23 @ 10:30 A.M. / date of hrg: 9/5/23 @ 5:30 P.M.)
65. **RESOLUTION 2023-318** ordering construction on the NW Irvinedale Drive - Elevated Water Storage Tank project and fixing a date for hearing thereon and taking of bids therefor. (date of bid opening: 9/12/23 @ 10:30 A.M. / date of hrg: 9/18/23 @ 5:30 P.M.)

Administrative

66. Certification to the Treasurer of State the population of the DRA Properties NE annexed territory as determined by the last certified federal census of said territory.
67. **RESOLUTION 2023-319** authorizing the City of Ankeny to enter into a contract with the Iowa Economic Development Authority and SPAL-USA, Inc.
68. **RESOLUTION 2023-320** approving release of fire escrow at 803 NW 32nd Street.

Approval of Consent Agenda Items

1. Council Member Shafer moved, second by Stearns, to approve the recommendations for Consent Agenda Items CA-1 through CA-68. Ayes: Shafer, Stearns, Bentz, Perry, Ruddy.

LEGISLATIVE BUSINESS

Approval of Ordinances

1. **Ord 2147**. An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones. Council Member Stearns moved, Ruddy seconded, to accept third consideration of ORDINANCE 2147,

sending it on its final passage and publication as required by law. Ayes: Stearns, Ruddy, Bentz, Shafer, Perry.

2. **Ord 2148.** An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides. Council Member Stearns moved, Shafer seconded, to accept first consideration of ORDINANCE 2148. Ayes: Stearns, Shafer, Bentz, Perry, Ruddy.

NEW BUSINESS

1. Proposed Vintage Business Park North Lake & Saylor Creek Repairs - Professional Services Agreement with Nilles Associates, Inc. Council Member Stearns moved, Ruddy seconded, to approve the Professional Services Agreement with Nilles Associates, Inc. for design engineering services on the Vintage Business Park North Lake & Saylor Creek Repairs project in an amount not to exceed \$94,900.00 and authorize the Mayor to execute said Agreement. Ayes: Stearns, Ruddy, Bentz, Shafer, Perry.
2. Proposed Polk County Community Development Block Grant program through the U.S. - Department of Housing and Urban Development. Council Member Perry moved, Bentz seconded, to be included in Polk County's Community Development Block Grant program through the U.S. Department of Housing and Urban Development. Ayes: Perry. Nays: Bentz, Shafer, Ruddy, Stearns. Motion failed. Council Member Ruddy moved, Shafer seconded, to be excluded in Polk County's Community Development Block Grant program through the U.S. Department of Housing and Urban Development. Ayes: Bentz, Shafer, Ruddy, Stearns. Nays: Perry.

ADJOURNMENT

1. Meeting adjourned at 6:01 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 8/18/23.



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of July 18, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 P&Z Minutes 2023-07-18



Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, July 18, 2023

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

CALL TO ORDER

Chair Ted Rapp called the July 18, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Rapp to amend the agenda by changing the order of the agenda. The Commission will hear the Business Items prior to the Public Hearing. Second by G.Hunter. All voted, aye. Motion carried 5 - 0.

COMMUNICATIONS

Correspondence will be received and filed during the public hearing for Agenda Items #4 through #13 from the following property owners: Jeremy Nefzger, 1558 NE 126th Ave., Alleman, IA, Chris Seuntjens, 2075 NE 126th Ave., Alleman, IA, Linda and Jason Wattonville, 12702 NE 22nd St., Alleman, IA and Kelly Grove, 2013 NE 126th Ave., Alleman, IA and Kevin Huss, 1957 NE 126th Ave., Alleman, IA.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the July 5, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. Kimberley Crossing Plat 3 Final Plat

Motion to recommend City Council preliminary approval of the Kimberley Crossing Plat 3 Final Plat.

Item #3. 120 NW Reinhart Drive – Nelson Ankeny Senior Living – Piper Site Plan

Motion to approve the site plan for 120 NW Reinhart Drive, Nelson Ankeny Senior Living – Piper.

Motion by A.Renaud to approve the recommendations for Consent Agenda Items #1 - #3. Second by T.Ripper. All voted, aye. Motion carried 5- 0.

BUSINESS ITEMS

Item #14. Heritage Commercial at Prairie Trail Neighborhood Plan

Staff Report: D.Gervais reported that the 15.58-acre plan area is owned by Prairie Trail Commercial, LLC and is zoned Prairie Trail PUD. She presented the neighborhood plan map. She stated that the area is part of the Prairie Trail Neighborhood Commercial Precinct, which allows multi-tenant commercial and restaurant uses. She said that the plan consists of three lots and they will be developed with single-story buildings. D.Gervais explained that there will be multiple street improvements associated with this neighborhood plan area. She further noted that the existing City-owned ponds along South Ankeny Boulevard have the capacity to provide storm water detention for this plan and the utilities will be determined during the platting stage. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the Heritage Commercial at Prairie Trail Neighborhood Plan.

Jake Nilles, Nilles Associates Inc., 1933 SW Magazine Road, Ankeny on behalf of Accurate Development, Inc. said he would answer any questions the Commission may have.

There were no questions by the Commission.

Motion by G.Hunter to recommend City Council approval of the Heritage Commercial at Prairie Trail Neighborhood Plan. Second by R.Weisheit. Motion carried 4 – 0 – 1 (Abstain: T.Rapp).

Item #15. Pine Lake Estates Plat 1 Preliminary Plat

Staff Report: L.Hutzell reported that Pine Lake Estates Plat 1 Preliminary Plat is a proposed 69.68-acre preliminary plat located east of Interstate 35, and north of NE 18th Street. She presented the preliminary plat and noted that this property was recently annexed into the City of Ankeny. L.Hutzell said the proposal includes a total of 83 buildable lots zoned R-1; and four additional lots that lie within a flood hazard area. The four lots will be tied to their corresponding adjacent lots to ensure they are not sold separately. She further stated that there are two outlots for stormwater and three for signage. Relating to the streets, L.Hutzell provided details regarding access to the development, and said that they are proposing the addition of two new streets, NE Pine Lake Circle and NE Pondview Court. She stated that there will be 5-foot sidewalks installed throughout most of the development except for an 8-foot trail on the east side of NE Spectrum Drive and around the pond. L.Hutzell provided further information on the utilities that will service the area, including sanitary sewer, water and storm water detention. She noted a park site dedication agreement will be required with the final plat. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the Pine Lake Estates Plat 1 Preliminary Plat, and the acceptance of the public streets named NE Pine Lake Circle and NE Pondview Court.

Adam Schoeppner, Nilles Associates Inc., 1933 SW Magazine Road, Ankeny on behalf of DRA Properties, LC said he would answer any questions the Commission may have.

There were no questions by the Commission.

Motion by T.Ripper to recommend City Council approval of the Pine Lake Estates Plat 1 Preliminary Plat, and the acceptance of the public street named NE Pine Lake Circle and NE Pondview Court. Second by A.Renaud. Motion carried 4 – 0 – 1 (Abstain: T.Rapp).

PUBLIC HEARINGS

Chair T.Rapp shared with the audience that this public hearing is where the Commission will listen to presentations, public comments and ask questions of staff. The Commission will take no action until the next meeting.

Item #4. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to High Density Residential use classification (LUPA Area A).

Item #5. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District (Rezoning Area C).

Item #6. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from Low Density Residential to Medium Density Residential use classification (LUPA Area B).

Item #7. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A).

Item #8. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from High Density Residential to Community Commercial use classification (LUPA Area C).

Item #9. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F).

Item #10. Request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map for property owned by Hope Kimberley, LLC from High Density Residential to Medium Density Residential use classification (LUPA Area D).

Item #11. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District, Restricted To 10 Units Per Acre (Rezoning Area G).

Item #12. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E).

Item #13. Request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D).

Chair T.Rapp opened the public hearing for Items #4 through #13.

Staff Report: J.Heil shared with the audience that this public hearing will include the request for a series of Future Land Use Map Amendment requests and proposed Rezoning's for property owned by Hope Kimberley, LLC, located in the NE quadrant of Ankeny. He stated that Hope Kimberley, LLC, is requesting four Land Use Plan Amendments to The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map and requesting to rezone six different land areas. J.Heil presented an aerial map, which encompassed all the land area for agenda Items #4 through #13.

J.Heil stated the land area as presented, is bordered on the east by NE Delaware Avenue, Ankeny Boulevard to the west and NE 126th Avenue to the north. He said the complete land area is approximately 276 acres, which was annexed into the city in 2022 and is currently zoned R-1, One-Family Residential. He then explained each request, in detail, along with the current zoning of the surrounding properties; and provided examples of the uses that would be allowed if the proposed changes would be approved.

Proposed changes:

- Land Use Plan Amendment A (LDR to HDR) and Rezoning Area C (R-1 to R-3)
- Land Use Plan Amendment B (LDR to MDR) and Rezoning Area A (R-1 to R-3, restricted to 10 units per acre)
- Land Use Plan Amendment C (HDR to CC) and Rezoning Area F (R-1 to C-2)
- Land Use Plan Amendment D (HDR to MDR) and Rezoning Area G (R-1 to R-3, restricted to 10 units per acre)
- Rezoning Area B and E (PUD)
- Rezoning Area D (R-1 to R-3, restricted to single family)

He stated that the developer has submitted the required rezoning petitions consistent with 100% of the land area, subject to the re-zonings, as-well-as, over 60% of signatures of the landowners within 250-feet of the property for all the areas excluding Area F. He said the developer was not able to obtain the required 60% rezoning petitions for Rezoning Area F, and requested City Council initiate the rezoning process for this area. City Council approved that request at their meeting on July 3, 2023. J.Heil shared that notifications of the public hearing were sent to the surrounding property owners within 350' of the property on July 6, 2023; and a legal notice of the proposed rezoning was published in the Des Moines Register on July 7, 2023. He noted that the Zoning Ordinance requires that the applicant of a proposed rezoning post public notification signage seven days prior to the public hearing. The applicant posted the signage Wednesday, July 12, 2023, which is only six days' notification of the required seven days. He shared with the Commission that since the signage was not posted seven days; the Commission does have the option to leave the public hearing open until the next meeting. J.Heil said that staff will present a complete staff report at the next Plan and Zoning Commission meeting on August 8, 2023. J.Heil then presented a conceptual plan that he received from the Developer.

Bill Kimberley, Owner, Kimberley Development Corporation and Hope Kimberley, 2785 N Ankeny Blvd., Ste 22 said that he has been working on this plan for well over a year. He stated that they own land to the south, east and north of this property, totaling approximately 600 acres in all. He feels the requests that are before the Commission provide for an appropriate mix of product. Bill Kimberley discussed the conceptual plan, in detail, explaining how they plan to develop the area and their reasons for why they chose the land uses and zoning districts for each specific area. He commented that to put the plan into perspective, all of their land represents over half of what Prairie Trail is today. He noted that since they have over 600 acres in this area, referencing Prairie Trail, there needs to be a mix of product. Bill Kimberley said they took the existing acreages into consideration when choosing the product that would abut up next to them and made sure to preserve the beautiful creek area and trees. He stated that knowing NE 126th Avenue will be an arterial road in the future, and the location of I-35 to the east, they felt the location of the large-scale multi-family project would be appropriate located along NE 126th Avenue with easy access to I-35. He further provided information on their decision for the change in the land use and zoning for the corner of NE Delaware Avenue and NE 126th Avenue. He was open to any questions the Commission may have for him.

Katie Grove, 2013 NE 126th Avenue, said she wanted to share her concerns along with her neighbor's concerns. She stated that they were not in favor of the annexation, but it was approved anyhow. She said to preserve some of their existing lifestyle, they would like to see lower density residential in this area. Katie Grove stated that with this growth, they will lose part of their property knowing that NE 126th Avenue will eventually have to be widened and there will be additional traffic. Lower density surrounding them would have less impact on the existing acreages instead of multi-family. She asked that they consider reworking the conceptual plan to lower the density, since they are in the situation against their will and it would help lower the impact of all the changes.

Emily Huss, 1957 126th Avenue, said that her husband (Kevin Huss) was unable to make it to the meeting due to work. She read the letter that Kevin Huss sent to the Commission, which had multiple questions that she and Kevin would like answered. Emily Huss stated that with the density, her concern is traffic and accidents at NE Delaware and NE 126th Avenue. She asked what the impact will be for the homeowner to exit their driveway on NE 126th Avenue. Will this concern be taken into consideration and accommodated? She commented that when they were annexed into the city; they were told that their life was not going to change and the reality is, this is huge change. Emily Huss said they are strongly opposed to the requests and so are their neighbors. She asked whether anyone has contacted the North Polk School District? She noted that all the proposed properties would be in the North Polk School District and it would affect the school district and Alleman. Emily Huss commented that they are frustrated and have concern for their own home, but what happens to everyone in the North Polk School District, including transportation? She thanked the Commission for their time.

Chair T.Rapp reiterated that staff will be putting together answers for the questions that are being presented at the next meeting.

Jeremy Nefzger, 1558 NE 126th Avenue, said he is opposed to changing the R-1 zoning. He understands that everyone needs a place to live, which then creates a need for different mixes of lot sizes. He is not opposed to having an overall mix in an R-1 planned subdivision. Jeremy Nefzger said that they reviewed The Ankeny Plan 2040 when they were building their home, and understood that when they bought their land, if annexed, it would be zoned R-1. He is most concerned about having property across the street from his home zoned R-3. Having high density close to his property causes issues since they have cattle, farm noises, dust, and smells that come along with farming. He is asking that there be a buffer of 500-feet to the south of their property, which is on the north end of NE 126th Avenue. He further said that R-3 zoning will cause more traffic, and if the road needs to be widened, he assumes he will lose part of his land. He commented that they purchased their land with the understanding that it was designated R-1. He thanked the Commission for their time.

Emily Huss further stated that the Wattonville property, on the north side of NE 126th Avenue would also like to have a buffer since they own a farm too.

Discussion was held by the Commission on whether they should leave the public hearing open to the next meeting since the notification signage was up only six days instead of the required seven days. E.Jensen clarified that all other public notices were mailed and published ahead of the minimum legal requirement. E.Carstens shared that a staff report will be prepared for the August 8th meeting and if the public hearing is kept open, after the conclusion of public testimony and the public hearing is closed, the Commission would then consider their recommendation to Council.

The Commission considered extending the public hearing to the next meeting because of the notification signage being posted only six days instead of seven, and due to the amount of questions that need to be addressed. Motion by R.Weisheit to continue the public hearing for Items #4 - #13 at the next meeting, August 8, 2023. Second by A.Renaud. All voted aye. Motion carried 5 – 0.

T.Rapp advised the audience that the public hearing will remain open for the next meeting and will be closed at the conclusion of all public testimony.

REPORTS

City Council Meeting

E.Jensen reported on the July 17, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the August 8, 2023 Plan and Zoning Commission meeting.

Chair Ted Rapp shared that Associate Planner Jake Heil did a nice job presenting the Hope Kimberley Land Use Plan Amendment and Rezoning requests.

Commissioner's Reports

T.Ripper asked that with the amount of property, is there any consideration to push for a PUD similar to Prairie Trail. E.Jensen said there is no requirement.

MISCELLANEOUS ITEMS

August 7, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Second by R.Weisheit. Meeting adjourned at 7:27 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Civil Service Commission meeting of July 10, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Civil Service minutes

Meeting Minutes
Civil Service Commission
Monday, July 10, 2023
11:30 a.m.
Ankeny Council Chambers
1250 SW District Dr, Ankeny, Iowa

Ray Blase
Kevin Tracy
Laura Luetje

CALL TO ORDER - ROLL CALL

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

1. MOTION TO APPROVE THE MINUTES OF 06-12-23.

Tracy moved to approve the minutes from June 12, 2023. Blase seconded the motion. All voted aye and the motion carried

2. MOTION TO EXHAUST THE LIST FOR EQUIPMENT OPERATOR THAT WAS CERTIFIED 02-13-23.

Luetje moved to exhaust the list for equipment operator that was certified February 13, 2023. Tracy seconded the motion. All voted aye and the motion carried.

3. MOTION TO EXHAUST THE LIST FOR FLEET TECHNICIAN THAT WAS CERTIFIED 05-08-23.

Tracy moved to exhaust the list for fleet technician that was certified May 8, 2023. Luetje seconded the motion. All voted aye and the motion carried.

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

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

RANK	LAST NAME	FIRST NAME
1	Pester	Robert
2	Albright	James
3	Nowakowski	Neil

4	King	Chris
4	Sinclair	Nicholas
6	Gerjets	Jeremy
7	Golly	Cory
7	Seuferer	John
9	Alliger	Anthony
9	Grau	Steve
11	Friauf	Taylor
12	Fries	Tyler
13	Smoldt	Curt
14	Coles	Austin
15	Buck	Robert
16	Klatt	Danial
17	Gonzalez	Octavio
18	Ballard	Fred
19	Breiner	Mike

5. ADJOURNMENT

Being there was no further business; Blase adjourned the meeting at 11:41 a.m.
Next meeting: tentative Monday, August 14, 2023, at 11:30 am.

Respectfully submitted,



Dawn Gean

Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Strengthen Community Engagement

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the issuance of a fireworks permit within the City of Ankeny to J & M Displays, to be held following the RV TV in The District event, September 4, 2023 at Promenade Park.

EXECUTIVE SUMMARY:

On August 9, 2023, the Fire Department received a permit application for a commercial firework display from a licensed and insured professional display company, J & M Displays.

They are requesting to shoot off a display from Promenade Park on September 4, 2023 at the conclusion of the event (RV TV in The District). As neither the event nor the fireworks are sponsored by the City of Ankeny, they are requesting to use City of Ankeny property for the display due to safety of the public and those attending the event.

J & M Displays has been used in the past within the city for firework displays. They are licensed with the State of Iowa, ATF and currently insured for the event. With the application as it stands, the Fire Department (Adam Vander Leest, Division Chief) is comfortable with signing off on a permit for the display portion of the event. (Pending receipt of payment.)

Due to the display being conducted on City property, in this instance Promenade Park, a portion of the park will need to be reserved and/or closed to the public. The closure is required to establish a safe area for conducting the firework display. The event organizer and display company must receive City Council authorization to use the City-owned facility for such purposes. In order to receive a permit for the display, the event organizer must agree to be responsible for site clean-up after the event and for securing the display site from the public as deemed appropriate by the Fire Department. Proof of insurance is on file.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of the item as presented, contingent upon the requirements for accepting responsibility for site clean-up after the event and for securing the display site from the public as deemed appropriate by the Fire Department.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Memo - DC Vander Leest
 Permit
 Insurance Certificate
 J&M Displays Product
 ATF Letter of Authorization
 Site Map



Adam Vander Leest, Division Chief
Ankeny Fire Department

Memorandum

TO: Michelle Yuska
CC: Vance Swisher, Mike Schrock
DATE: August 10, 2023
RE: Fireworks permit from city property

Mrs Yuska,

On August 9, 2023 I received a permit application for a commercial firework display from a licensed and insured professional display company (J & M Displays).

They are requesting to shoot off a display from Promenade Park on September 4, 2023 at the conclusion of the event (RV TV). As neither the event nor the fireworks are sponsored by the City of Ankeny, they are requesting to use City of Ankeny property for the display due to safety of the public and those at the event.

J & M Displays has been used in the past within the city for firework displays. They are licensed with the State of Iowa, ATF, and currently insured for the event. With the application as it stands I am comfortable with signing off on a permit for the display but need further approval.

As previously determined this is a City Council decision. Can you please add this to the appropriate City Council meeting?

This event will have no Financial Impact.

Adam Vander Leest
Division Chief -Community Risk Reduction.



**Ankeny Fire Department
Fire Works Permit**

Name: J & M Displays Phone: (800) 648-3890

Address: 18064 170th Ave. Yarmouth, IA 52660-9772

Legal Description of Location: Promenade Park

Permit #: RV TV Event Date: 09/04/2023

Event Start Time: 10:00 pm End Time Not to Exceed: 10:30 pm

Shooters License Required: ☒ Yes ☐ No License #: 5-IA-00059

Site Plan Provided: ☒ Yes ☐ No

Insurance Carrier: Everest & Axis Policy #: NAIC# 16044 Amount: \$ 10,000,000.00

Amount Required for Fireworks 1.3G: \$1,000,000

Amount Required for Fireworks 1.4G: \$500,000

Distance from Inhabited Building (100' Req.): ☒ Yes ☐ No

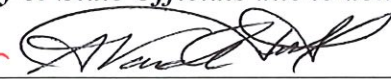
Distance from Uninhabited Building (50' Req.): ☒ Yes ☐ No

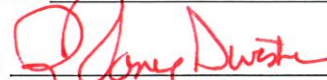
Fire Extinguisher Required (Min. 10 lbs. ABC): ☒ Yes ☐ No

Water Source Available: ☒ Yes ☐ No

Fire Marshal shall verify compliance with section 5608 IFC and NFPA 1123 or 1126.

It shall be the responsibility of the owner and the assigned adults in charge of the event to confirm that: all discharged fireworks are picked up and disposed of in a proper manner; all people in contact with fireworks are 21 years of age or older and not under the influence of alcohol, medications or other substances that impair judgement. This does not include sparklers or other over the counter fireworks kids may use under adult supervision. ***This permit shall be voided if a Fire Ban is issued by City, County or State Officials due to abnormally dry conditions.***

Fire Marshal Approval:  Date: 8/9/23

Fire Chief Approval:  Date: 8-9-23

Permit \$100.00 Fee Paid by Check #: _____ ☐ Cash ☐ Fee Waived

- mailed -



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure, LLC dba Britton Gallagher & Associates One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: FAX (A/C, No): 216-658-7101														
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER B : Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER C : Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Denali Insurance Company	16044	INSURER B : Axis Surplus Ins Company	26620	INSURER C : Everest Indemnity Insurance Co.	10851	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1001033491**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC			SI8ML00060-231	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SI8CA00033-231	1/15/2023	1/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED ☐ RETENTION \$			P-001-000063943-05	1/15/2023	1/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2			SI8EX01313-231	1/15/2023	1/15/2024	Each Occ/ Aggregate \$4,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.

DISPLAY DATE: SEPTEMBER 4, 2023

RAIN DATE: TBD

LOCATION: 1500 SW PRAIRIE TRAIL PARKWAY, ANKENY, IA

ADDITIONAL INSURED: CITY OF ANKENY, IA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUSBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS AND LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; THE DISTRICT ASSOCIATION (SPONSOR); DRA PROPERTIES (LANDOWNER)

CERTIFICATE HOLDER**CANCELLATION**

The District Association
1525 NE 36th Street
Ankeny IA 50021

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



J&M Displays Proposal for: The District Association RV TV Sept 4th (4 to 5 min Display)

Opening

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

2	Brocade Palm w/ Color Dahlias 9 shot (20sec)	
---	--	--

Category Shell Count: 18

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Whistle to report 25 shot (20 sec)	
---	------------------------------------	--

Category Shell Count: 25

Section Shell Count: 43

Main Event

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	Gold Coconut with red strobe and crackle with blue mines 49 shot Fan	
---	--	--

Category Shell Count: 49

2.5 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

2	Assortment T of 30 different J&M Brand Shells ELECTRIC FIRE	
---	---	--

Category Shell Count: 60

3 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

6	3" ASSORTED SHELLS W/TAIL -- C	
1	3" Dispark Chrys (crackle)	
1	3" GOLDEN CHRYS.	
1	3" GREEN CHRYS.	
1	3" SEA BLUE PEONY	
1	3" Shell Blue with palm pistil	
1	3" Shell Pink	
1	3" YELLOW PEONY with palm pistil	
1	CHANSAN SHELL - Mixed color peony	
6	Wizard 3" Assortment shells ELECTRIC FIRE	
1	Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE	

Category Shell Count: 40

Section Shell Count: 149

Finales

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

1	White Glittering Mine To Purple Dahlia With Lemon Dahlia With White Strobe Fan shape 100 shot	
---	---	--

Category Shell Count: 100



J&M Displays Proposal for: The District Association RV TV Sept 4th (4 to 5 min Display)

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect
----------	------	---------------

4	Rainbow peony 10 Shot finale chain	
1	Spiderweb 10 Shot finale chain	

Category Shell Count: 50

Section Shell Count: 150

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect
----------	------	---------------

122	Igniter 2 meter leads	
-----	-----------------------	--

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

3 Inch Color Shells

Quantity	Name	Rising Effect
----------	------	---------------

2	3" WHITE STROBE HORSE TAIL	
1	Glittering silver to yellow chrysanthemum	
1	Glittering willow	
2	Six Angle brocade crown	
2	Willow to multi-color swimming star	

Category Shell Count: 8

Section Shell Count: 8

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect
----------	------	---------------

3	Quick whistle to report 25 shot	
1	Rainbow Crossette 50 shot Z shape	

Category Shell Count: 125

Section Shell Count: 125



J&M Displays Proposal for: The District Association RV TV Sept 4th (4 to 5 min Display)

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **[REDACTED]**

Total Shot Count: 475

Packing Check: 167

Date of Display: 09/04/23

Customer Number: 13611

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

February 2, 2023

J & M DISPLAYS INC
18064 170TH AVENUE
YARMOUTH, IA 52660-9772

901090: MH/SJI
5400
File Number: 5-IA-00059

Premises Address: 18064 170TH AVENUE YARMOUTH, IA 52660-9772

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Joie Inman at 304-616-4442.

Sincerely,

Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

Ankeny Promenade Park

300+ to sidewalk by SW State St and sidewalk E of pond

Legend

??Prairie Pointe Student Living

??Smokey Row Coffee

Ankeny





ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Magee's Irish Pub LLC d/b/a Magee's Irish Pub & Eatery, 1610 SW Main St. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective September 1, 2023.
2. Cancun Grill & Cantina 2 Inc., d/b/a Cancun Grill & Cantina 2, 2785 N Ankeny Blvd, Ste. 11-12 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective September 1, 2023 PENDING DEPT APPROVALS & DRAM ENDORSEMENT

3. Hy-Vee, Inc., d/b/a Hy-Vee Market Grille, 2510 SW State St., - Class C Retail Alcohol License (LC) (Renewal) includes Catering, Outdoor Service - Effective September 4, 2023.
4. a.) Hy-Vee, Inc., d/b/a Hy-Vee #2, 2510 SW State St. - Class E Retail Alcohol License (LE) (Renewal) - Effective September 4, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
5. Brinker Restaurant Corporation, d/b/a Chili's Grill & Bar, 2601 SE Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) - Effective September 5, 2023.
6. Chipotle Mexican Grill of Colorado, LLC, d/b/a Chipotle Mexican Grill, 2125 Delaware Ave. - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective September 10, 2023.
7. 30Hop Ankeny LLC, d/b/a 30Hop Ankeny, 1615 SW Main St., Ste. 105 - Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective September 20, 2023.
8. a.) Bravim Mart Incorp., d/b/a Bravim Mart Incorp., 121 N Ankeny Blvd. - Class E Retail Alcohol License (LE) (Renewal) - Effective September 8, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
9. Horizon Hotels Iowa, LLC, d/b/a Holiday Inn Express, 2502 SE Hulsizer Dr. - Special Class C Retail Alcohol License (BW) (New) - Tentatively Effective October 1, 2023. PENDING DRAM ENDORSEMENT
10. Ankeny Area Chamber of Commerce, d/b/a Ankeny Area Chamber of Commerce, 715 W 1st St. (AMP) - Class C Retail Alcohol License (LC) (5 Day) includes Outdoor Services - Effective September 15, 2023 PENDING DRAM ENDORSEMENT.
11. Your Private Bartender LLC, a/b/a Your Private Bar, 1525 NE 36th St. - Class C Retail Alcohol License (LC) (5 Day) includes Outdoor Service - Effective August 22, 2023.
12. KTB Premier Nails LLC, d/b/a Premier Nail Bar, 1510 SW Vintage Pkwy . - Class C Retail Alcohol License (LC) (Renewal) - Effective August 25, 2023.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Financial Reports for July 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Finance Report

Monthly Finance Report – July 2023

To the Honorable Mayor and City Council:

The financial reports for the month of July are submitted herewith. The fiscal year continues to be busy with recreational and construction activities. Despite the considerable activity in these areas, the City is in the middle of its summertime cycle. This is the cycle where City activities are busy due to seasonal activities but revenues are low, because property tax collections are not scheduled for remittance to the City until October. These conditions are evident through the *Revenue Summary by Fund* report, which shows general fund revenues at only 4.41% of budget and the *Cash Balance Summary* report, which shows that the general fund cash has decreased by \$1,570,716 or 4.45% through July. These conditions will continue until the summer activities begin to slow and property taxes are collected.

The general fund is not the only fund affected by the property tax collection cycle. Other funds affected include the police and fire retirement fund and the debt service fund. The percentage of actual revenues to budget for these two funds is shown on the *Revenue Summary by Fund* report and both are below 1%. For the debt service fund, this revenue collection pattern is not critical to cash flow as principal and interest payments are not due until December and June.

The expenditures for the police and fire retirement fund can be found on the *Expenditure Summary by Fund* report and are at 7.49%. The police and fire retirement fund's cash balance has decreased by \$209,695 or 13.55% as shown on the *Cash Balance Summary* report. Although some tax-supported funds have seen a decrease in cash, they are still able to operate without inter-fund borrowing due to sufficient fund balances.

The summertime cycle is what necessitates the maintenance of fund balances in the governmental funds. The general fund does experience some recreation related income from recreation programs and the aquatic centers, but these revenues only abate the cost of these programs and not expenditures from all other tax supported activities. The City's financial policy requires that the general fund's year ending fund balance be at least 25% of the next year's expenditure level. It is generally a good measure to apply this fund balance level to all tax supported funds. The ending fund balance for these funds must be used to cover their expenditures from July to October, until the first tax installment for the year is remitted to the City. Each year as expenditures continue to grow, ending fund balances must also follow suit. Due to sufficient fund balance levels, the City's tax supported funds will operate with positive cash balances until the fall taxes are collected.

Respectfully submitted,



Annette Graeve
Finance Officer

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

Cash Basis Fund Balances	<u><u>\$ 149,876,542.86</u></u>
Investments	\$ 139,425,833.91
Checking Account Balance (per bank)	11,141,191.94
Deposits in Transit	123,109.22
Outstanding Checks	(818,612.21)
Cash Drawer/Petty Cash *	<u>5,020.00</u>
Total	<u><u>\$ 149,876,542.86</u></u>

* Cash Drawer/Petty Cash:	
Aquatic Centers	\$ 1,320.00
City Hall - Finance	200.00
City Hall - Front Desk	175.00
Library	300.00
Otter Creek Golf Course	800.00
Parks and Recreation	250.00
Parks - Hawkeye & Miracle Parks	775.00
Parks - Pickleball	-
Parks - Senior Center	100.00
Police Department	100.00
Public Service Building	25.00
Community Development	100.00
Water Fund	600.00
	<u><u>\$ 5,020.00</u></u>

City of Ankeny
Cash Balance Summary
July 31, 2023

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance July 31, 2022
General:							
General	100	\$ 35,273,769.10	\$ 1,994,872.75	\$ -	\$ 3,565,588.96	\$ -	\$ 33,703,052.89
Hotel/Motel Tax	233	578,066.43	-	-	13,424.36	-	564,642.07
Special Revenue:							
Fire Gift	220	33,104.14	450.00	-	-	-	33,554.14
Hawkeye Park Player Fees	240	37,850.78	-	-	-	-	37,850.78
Police Gift	250	10,176.53	-	-	-	-	10,176.53
Road Use Tax	260	9,930,750.11	764,310.47	-	484,990.75	-	10,210,069.83
Police Seizure	270	99,392.04	30.04	-	-	-	99,422.08
Tax Increment Financing	280	2,433,185.10	522,681.23	-	-	-	2,955,866.33
Police and Fire Retirement	290	1,547,627.46	3,104.88	-	212,800.13	-	1,337,932.21
Landfill Post-Closure	295	86,375.45	-	-	-	-	86,375.45
Friends of the Ankeny Library	430	86,817.57	1,364.10	-	5,985.93	-	82,195.74
Park Dedication	440	499,761.95	-	-	-	-	499,761.95
Sports Complex Foundation	445	131,474.06	6,845.00	-	-	-	138,319.06
Ankeny Garden Club	446	9,566.84	-	-	-	-	9,566.84
Miracle Park Fund	448	69,996.82	50.00	-	-	-	70,046.82
Dog Park Trust Fund	449	1,376.46	-	-	-	-	1,376.46
P&R Scholarship Fund	450	27,173.90	-	-	-	-	27,173.90
Civic Trust Fund	484	322,833.46	17,267.92	-	-	-	340,101.38
Debt Service	300	1,890,977.70	17,602.19	-	-	-	1,908,579.89
Enterprise:							
Solid Waste	500	459,780.72	109,834.17	-	104,071.97	-	465,542.92
Utility Deposits	505	406,262.12	18,323.84	-	20,650.00	-	403,935.96
Water Operations	510	16,671,547.67	2,160,135.92	-	316,081.14	162,344.60	18,353,257.85
Water Improvement	520	1,761,600.00	-	-	-	-	1,761,600.00
Water Sinking	530	1,940,827.30	-	162,344.60	-	-	2,103,171.90
Sewer Operations	550	12,344,479.03	1,361,360.84	-	739,870.81	-	12,965,969.06
Sewer Improvement	560	3,401,518.12	-	-	-	-	3,401,518.12
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	2,052,671.85	287,697.02	-	83,196.06	-	2,257,172.81
Golf Course	590	1,823,641.03	410,580.34	-	224,933.89	-	2,009,287.48
Capital Project:							
Utility Fund Capital Projects	6**	13,057,074.43	3,074,543.48	374.00	3,884,179.24	374.00	12,247,438.67
Special Assessments	8**	22,157.71	396,216.00	-	-	-	418,373.71
Capital Projects	8** & 9**	35,629,809.37	8,111.76	-	4,085,458.75	-	31,552,462.38
Total Budgeted		\$ 142,641,645.25	\$ 11,155,381.95	\$ 162,718.60	\$ 13,741,231.99	\$ 162,718.60	\$ 140,055,795.21
Internal Service:							
Revolving	710	611,246.64	-	-	100,037.42	-	511,209.22
Risk Management	720	960,958.60	5,164.55	-	652,603.25	-	313,519.90
Health Insurance	730	6,437,221.18	413,048.94	-	241,117.14	-	6,609,152.98
Sustainability Revolving Loan	770	29,728.79	-	-	-	-	29,728.79
Economic Development Revolving	780	273,191.85	-	-	-	-	273,191.85
Equipment Reserve	790	2,083,944.91	-	-	-	-	2,083,944.91
Total Unbudgeted		\$ 10,396,291.97	\$ 418,213.49	\$ -	\$ 993,757.81	\$ -	\$ 9,820,747.65
Total ⁽¹⁾		\$ 153,037,937.22	\$ 11,573,595.44	\$ 162,718.60	\$ 14,734,989.80	\$ 162,718.60	\$ 149,876,542.86

⁽¹⁾ Includes interfund transactions.

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

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance July 31, 2022
Utility Fund Capital Projects:							
Water Main Replacement	610	\$ 1,577,814.78	\$ -	\$ -	\$ 95,023.19	\$ -	\$ 1,482,791.59
Northwest Water Tower	611	(439,540.00)	-	-	4,620.00	-	(444,160.00)
SE Magazine Storage Tank Repaint	612	50,000.00	-	-	-	-	50,000.00
North Ankeny Blvd Water Main	614	22,748.79	-	-	-	-	22,748.79
NE 36th St & NE 38th St Water Main Loop	618	240,563.25	-	-	15,355.75	-	225,207.50
SW Irvinedale Dr Transmission Main-Ph 1	620	393,144.61	-	-	-	-	393,144.61
SW Irvinedale Dr Transmission Main-Ph 2	621	479,039.97	-	-	-	-	479,039.97
NW State St Water Main Improvements	622	111,891.56	-	-	-	-	111,891.56
SW Irvinedale Dr Transmission Main-Ph 3	623	(14,877.41)	-	-	-	-	(14,877.41)
NW Irvinedale Water Main-Trestle to 36th	628	100,000.00	-	-	-	-	100,000.00
High Trestle Trail Transmission Main	629	(43,963.49)	2,113,193.68	-	2,091,275.19	374.00	(22,419.00)
Aquifer Storage Replacement #1	632	339,622.35	-	-	204,521.15	-	135,101.20
S Ankeny Blvd Transmission Main	633	-	961,349.80	-	961,349.80	-	-
NW 36th & NW Weigel Water Main	634	22,084.91	-	-	-	-	22,084.91
High Trest Trail Transmission-Phase 2	637	(374.00)	-	374.00	-	-	-
SE Delaware Grnd Storage Tank Repaint	638	359,775.00	-	-	561.34	-	359,213.66
Sanitary Sewer Replacement	650	1,962,647.46	-	-	51,691.46	-	1,910,956.00
Trestle Ridge Trunk Sewer Cost Share	651	600,000.00	-	-	-	-	600,000.00
West Outfall Relief Sewer	652	135,456.87	-	-	-	-	135,456.87
Canyon Landing Sanitary Sewer Cost Share	654	-	-	-	-	-	-
Otter Creek Trust Sewer-Phase 4	655	236,589.72	-	-	25,623.00	-	210,966.72
NE Crestmoor San Sewer Replacement	656	511,010.01	-	-	207,524.65	-	303,485.36
Otter Creek Trunk Sewer Extension	657	416,786.18	-	-	-	-	416,786.18
SE 3rd Trunk Swr Ext-SE Grant to SE Sharon	658	405,125.96	-	-	88,055.40	-	317,070.56
NW Northlawn Area Sanitary Swr Improve	659	37,741.72	-	-	-	-	37,741.72
Four Mile Creek Trunk Sewer	660	2,783,603.66	-	-	4,737.17	-	2,778,866.49
Deer Creek Trunk Sewer	661	475,253.92	-	-	-	-	475,253.92
Storm Sewer Replacement	680	750,322.13	-	-	-	-	750,322.13
Tradition Detention Basin	682	-	-	-	-	-	-
SE Creekview Drive Wetland	683	(2,500.00)	-	-	-	-	(2,500.00)
High Trestle Trail Channel Stab. - Phase 2	684	-	-	-	-	-	-
Westwinds Storm Sewer Extension	685	218,904.67	-	-	-	-	218,904.67
Sawgrass Park Dam Improvement	686	-	-	-	-	-	-
Tradition Park Basin Flood Repair	687	-	-	-	-	-	-
High Trestle Trail Channel Stab. - Phase 1	688	109,768.50	-	-	34,463.61	-	75,304.89
Wildflower Detention Basin	691	118,671.15	-	-	-	-	118,671.15
North Creek Channel Flood Repair	692	75,413.42	-	-	-	-	75,413.42
Westwinds Channel Flood Repair	693	145,636.99	-	-	-	-	145,636.99
Four Mile Creek Channel Stabilization	694	42,375.01	-	-	646.76	-	41,728.25
SE 3rd Street Storm Sewer Improvements	695	739,228.14	-	-	95,649.78	-	643,578.36
Tributary to Four Mile Creek Stabilization	696	97,108.60	-	-	3,080.99	-	94,027.61
Total Utility Fund Capital Projects		<u>\$ 13,057,074.43</u>	<u>\$ 3,074,543.48</u>	<u>\$ 374.00</u>	<u>\$ 3,884,179.24</u>	<u>\$ 374.00</u>	<u>\$ 12,247,438.67</u>

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

Fund	Budget Number	Cash Balance July 1, 2023	Revenues	Transfers In	Expenditures	Transfers Out	Cash Balance July 31, 2022
Capital Project Funds:							
PRSC Tennis Courts Overlay	882	\$ 360,000.00	\$ -	\$ -	\$ -	\$ -	\$ 360,000.00
NW State St Extension Preliminary Design	885	402,880.86	-	-	48,422.90	-	354,457.96
S Anky Blvd Imprv-SE Pete to 1st Street	886	175,255.17	-	-	25,064.30	-	150,190.87
SW Magazine & SW State Intersection	887	60,000.00	-	-	-	-	60,000.00
Fiber Optic Network Upgrade	888	200,000.00	-	-	-	-	200,000.00
SE Corp Woods & SE Crosswinds Traffic	889	40,000.00	-	-	-	-	40,000.00
NE 62nd RBC Culvert for 4 Mile Creek	892	75,000.00	-	-	3,400.00	-	71,600.00
NW 36th & NW Weigel Asphalt Overlays	895	200,746.13	-	-	2,717.25	-	198,028.88
NE 36th Reconstruction-I-35 to Four Mile	896	(463,337.87)	-	-	-	-	(463,337.87)
Des Moines Street Parks Development	897	2,467,163.96	-	-	-	-	2,467,163.96
High Trestle Trail Restroom & Amenities	898	60,000.00	-	-	-	-	60,000.00
BAN/Bond Activity	900	916,959.10	8,111.76	-	-	-	925,070.86
Fire Station No. 4	901	825,827.79	-	-	54,920.59	-	770,907.20
Lakeside Center Repurposing	903	315,000.00	-	-	-	-	315,000.00
Signature Park	904	-	-	-	-	-	-
Senior Center	905	422,241.34	-	-	818.71	-	421,422.63
Public Works Winter Ops Satellite Facility	907	90,000.00	-	-	-	-	90,000.00
SE Hulsizer Road Realignment	908	19,921.96	-	-	-	-	19,921.96
NW Irvinedale/NW 18th St Turn Lane	910	51,500.00	-	-	-	-	51,500.00
NW 18th St Widening - East of Weigel	911	-	-	-	-	-	-
N Ankeny Blvd & 18th St Int Improvements	913	159,660.70	-	-	148,964.13	-	10,696.57
Park Maintenance Facility Renovation	914	9,902.00	-	-	-	-	9,902.00
Pavement Preservation Program	915	(70,937.05)	-	-	-	-	(70,937.05)
Annual Street Replacement Program	916	1,836,677.75	-	-	485,426.84	-	1,351,250.91
Elementary Schools Walkability Imprvmnts	917	(35,502.00)	-	-	-	-	(35,502.00)
Prairie Ridge Sports Complex	920	68,299.02	-	-	730.00	-	67,569.02
NW Irvinedale & NW 18th Inters Imprvmnts	922	93,403.50	-	-	18,645.50	-	74,758.00
NE Frisk Dr Bridge Over Deer Creek	924	90,000.00	-	-	-	-	90,000.00
Miracle Field	925	49,215.10	-	-	-	-	49,215.10
Ankeny Market & Pavilion	926	-	-	-	-	-	-
Community Entrance Signage	927	48,554.20	-	-	-	-	48,554.20
Library	928	103,522.58	-	-	-	-	103,522.58
SW Oralabor & SW Edgewood Intersection	929	50,000.00	-	-	-	-	50,000.00
Public Facility Improvements	930	19,156.54	-	-	-	-	19,156.54
PRSC-Softball Bleacher Canopies	931	2,452.18	-	-	-	-	2,452.18
Cherry Glen Ballfield	933	151,084.70	-	-	181,364.78	-	(30,280.08)
Ankeny Public Services Library Remodel	934	-	-	-	-	-	-
NW 36th & NW State Interim Improvements	935	(59,743.47)	-	-	-	-	(59,743.47)
Annual Sidewalks/Trails	936	322,670.25	-	-	78,358.14	-	244,312.11
Older Parks Renovation	937	86,980.19	-	-	-	-	86,980.19
High Trestle Trail Extension	938	(1,621,992.61)	-	-	40,011.61	-	(1,662,004.22)
NE 18th St Asphalt-Meadow View to Cty 38th	941	-	-	-	-	-	-
NE 54 Street Bridge & Trail	945	(228,478.11)	-	-	-	-	(228,478.11)
I35 & Corp Woods Interchange Report	946	50,000.00	-	-	-	-	50,000.00
South Ankeny Blvd & SE Shurline	947	-	-	-	-	-	-
N Anky Blvd Imprvmnts - 1st St to 11th St	949	250,000.00	-	-	-	-	250,000.00
Asphalt Street Resurfacing	950	708,754.25	-	-	236,399.69	-	472,354.56
E 1st/I-35 Interchange Improvements	951	1,111,569.00	-	-	-	-	1,111,569.00
NW 18th Recon-NW Ash to N Anky Blvd	953	4,270,439.92	-	-	879,949.11	-	3,390,490.81
NE Four Mile Drive RCB Culvert	955	190,327.93	-	-	-	-	190,327.93
Rock Creek Trail & Native Plantings	957	4,718.85	-	-	10,944.67	-	(6,225.82)
NW 18th St Extension-Weigel to Spruce	959	783,047.90	-	-	-	-	783,047.90
SE Creekview Paving/Drainage	962	-	-	-	-	-	-
Street Patching Program	963	1,291,913.53	-	-	249,919.56	-	1,041,993.97
Traffic Signalization	965	1,741,077.73	-	-	25,433.78	-	1,715,643.95
Traffic Timing Study	966	-	-	-	-	-	-
NW 26th Street Widening	967	250,000.00	-	-	-	-	250,000.00
SW State St Recon-SW Ordinance to W 1st	968	1,765,148.18	-	-	155,176.97	-	1,609,971.21
E 1st Widening-Frisk to Four Mile	969	26,500.00	-	-	-	-	26,500.00
W 1st Widening & Improvements-Phase 1	970	(449,119.94)	-	-	58,348.53	-	(507,468.47)
Park Development	973	469,143.42	-	-	34,560.91	-	434,582.51
Park Land Acquisition	974	81,688.18	-	-	-	-	81,688.18
Uptown Parking Improvements	975	373,440.00	-	-	8,260.00	-	365,180.00
Prairie Trail Public Improvements	977	4,818,149.83	-	-	-	-	4,818,149.83
NE Delaware Reconstruction 5th-18th	979	2,574,615.20	-	-	545,666.50	-	2,028,948.70
S Ankeny & Magazine Safety	982	(106,009.17)	-	-	897.00	-	(106,906.17)
SE Crosswinds/SE 77th Improvements	983	(2,391,441.09)	-	-	158,290.82	-	(2,549,731.91)
Ankeny Library Playground	984	-	-	-	-	-	-
PRSC Parking Lot Improvements	987	90,667.00	-	-	-	-	90,667.00
Oralabor & State Street Overpass	988	(34,410.76)	-	-	-	-	(34,410.76)
High Trestle Trail Trailhead & Pkg Lot	989	74,205.79	-	-	-	-	74,205.79
High Trestle Trail Experience Park	990	665,691.25	-	-	-	-	665,691.25
City Hall Council Chamber Renovation	991	-	-	-	-	-	-
NW 36th Widening from Ash to Ankeny Blvd	992	981,790.48	-	-	289,678.96	-	692,111.52
SE Delaware Widening	993	30,981.93	-	-	-	-	30,981.93
Delaware & Corporate Woods Intersection	994	-	-	-	-	-	-
Street/Sidewalk Oversizing	995	34,619.72	-	-	-	-	34,619.72
HVAC Replacement - City Hall	996	-	-	-	-	-	-
Capital Projects Reserve	997	6,916,103.39	-	-	-	-	6,916,103.39
SW Oralabor & State Safety Improvements	998	1,762,112.94	-	-	343,087.50	-	1,419,025.44
Total Non Utility Fund Capital Projects		\$ 35,629,809.37	\$ 8,111.76	\$ -	\$ 4,085,458.75	\$ -	\$ 31,552,462.38

City of Ankeny
Revenue Summary by Fund
July 31, 2023

Fund	Budget Number	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of July 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 40,677,426.76	\$ 44,806,791.52	\$ 45,242,433.00	\$ 1,994,872.75	\$ (43,247,560.25)	4.41%
Hotel/Motel Tax	233	2,664.51	19,235.10	6,000.00	-	(6,000.00)	0.00%
Special Revenue:							
Fire Gift	220	2,439	6,536	5,300.00	450.00	(4,850.00)	8.49%
Hawkeye Park Player Fees	240	9,378.03	7,641.94	10,400.00	-	(10,400.00)	0.00%
Police Gift	250	4,209.82	4,073.60	4,100.00	-	(4,100.00)	0.00%
Road Use Tax	260	9,074,922.97	9,577,651.33	8,935,310.00	764,310.47	(8,170,999.53)	8.55%
Police Seizure	270	12,434.91	22,100.89	6,800.00	30.04	(6,769.96)	0.44%
Tax Increment Financing	280	9,148,707.02	10,056,491.47	10,399,833.00	522,681.23	(9,877,151.77)	5.03%
Police and Fire Retirement	290	2,393,282.25	2,546,782.13	2,662,549.00	3,104.88	(2,659,444.12)	0.12%
Landfill Post-Closure	295	124.62	1,896.90	800.00	-	(800.00)	0.00%
Friends of the Ankeny Library	430	47,841.33	44,723.83	46,700.00	1,364.10	(45,335.90)	2.92%
Park Dedication	440	30,723.29	47,100.34	5,000.00	-	(5,000.00)	0.00%
Sports Complex Foundation	445	15,875.92	17,604.74	14,000.00	6,845.00	(7,155.00)	48.89%
Ankeny Garden Club	446	1,449.54	1,592.45	1,420.00	-	(1,420.00)	0.00%
Miracle Park Fund	448	10,853.15	8,517.47	5,600.00	50.00	(5,550.00)	0.89%
Dog Park Trust Fund	449	333.93	767.55	-	-	-	-
P&R Scholarship Fund	450	-	27,173.90	-	-	-	-
Civic Trust Fund	484	186,464.14	-	-	17,267.92	17,267.92	-
Debt Service	300	29,364,984.36	15,102,496.15	15,497,792.00	17,602.19	(15,480,189.81)	0.11%
Enterprise:							
Solid Waste	500	1,183,182.09	1,363,021.03	1,475,000.00	109,834.17	(1,365,165.83)	7.45%
Utility Deposits	505	201,802.31	190,642.85	217,000.00	18,323.84	(198,676.16)	8.44%
Water Operations	510	18,128,905.67	19,545,481.82	21,619,504.00	2,160,135.92	(19,459,368.08)	9.99%
Water Improvement	520	-	-	-	-	-	-
Water Sinking	530	-	-	-	-	-	-
Sewer Operations	550	17,758,873.85	17,085,080.35	16,854,119.00	1,361,360.84	(15,492,758.16)	8.08%
Sewer Improvement	560	-	-	-	-	-	-
Sewer Sinking	570	-	-	-	-	-	-
Storm Water	580	3,413,386.00	3,671,742.25	3,643,814.00	287,697.02	(3,356,116.98)	7.90%
Golf Course	590	2,224,378.94	2,573,720.83	1,934,000.00	410,580.34	(1,523,419.66)	21.23%
Capital Project:							
Utility Fund Capital Projects	6**	6,578,382.26	3,393,193.39	7,845,000.00	3,074,543.48	(4,770,456.52)	39.19%
Special Assessments	8**	-	277,157.71	-	396,216.00	396,216.00	-
Capital Projects	9**	25,146,661.48	15,806,305.27	22,337,913.00	8,111.76	(22,329,801.24)	0.04%
Total Budgeted Revenues		\$ 165,619,688.54	\$ 146,205,522.84	\$ 158,770,387.00	\$ 11,155,381.95	\$ (147,615,005.05)	7.03%
Internal Service:							
Revolving	710	\$ 1,343,470.86	\$ 1,472,271.23	\$ 1,789,570.00	\$ -	\$ (1,789,570.00)	0.00%
Risk Management	720	1,280,848.03	2,354,386.64	1,498,000.00	5,164.55	(1,492,835.45)	0.34%
Health Insurance	730	4,805,782.88	5,394,634.32	5,215,000.00	413,048.94	(4,801,951.06)	7.92%
Sustainability Revolving Loan	770	1,370.00	1,230.73	200.00	-	(200.00)	0.00%
Economic Development Revolving	780	14,421.21	8,726.69	4,600.00	-	(4,600.00)	0.00%
Equipment Reserve	790	135,059.94	134,122.32	303,385.00	-	(303,385.00)	0.00%
Total Unbudgeted Revenues		\$ 7,580,952.92	\$ 9,365,371.93	\$ 8,810,755.00	\$ 418,213.49	\$ (8,392,541.51)	4.75%
Total All Revenues ⁽¹⁾		\$ 173,200,641.46	\$ 155,570,894.77	\$ 167,581,142.00	\$ 11,573,595.44	\$ (156,007,546.56)	6.91%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ July is 8.3% of the fiscal year.

City of Ankeny
Expenditure Summary by Fund
July 31, 2023

Fund	Budget Number	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of July 31, 2022	Variance	Percent ⁽²⁾
General:							
General	100	\$ 35,445,204.86	\$ 39,926,831.86	\$ 45,575,192.00	\$ 3,565,588.96	\$ (42,009,603.04)	7.82%
Hotel/Motel Tax	233	1,092,757.61	1,366,279.13	1,382,289.00	13,424.36	(1,368,864.64)	0.97%
Special Revenue:							
Fire Gift	220	280	324	5,000.00	-	(5,000.00)	0.00%
Hawkeye Park Player Fees	240	-	17,434.00	22,120.00	-	(22,120.00)	0.00%
Police Gift	250	-	3,932.94	4,000.00	-	(4,000.00)	0.00%
Road Use Tax	260	6,309,244.00	6,546,030.24	8,345,582.00	484,990.75	(7,860,591.25)	5.81%
Police Seizure	270	9,710.60	4,700.15	39,900.00	-	(39,900.00)	0.00%
Tax Increment Financing	280	1,974,910.00	2,565,008.00	2,804,559.00	-	(2,804,559.00)	0.00%
Police and Fire Retirement	290	2,580,774.17	2,727,388.46	2,839,551.00	212,800.13	(2,626,750.87)	7.49%
Landfill Post-Closure	295	-	-	-	-	-	
Friends of the Ankeny Library	430	41,770.78	46,895.73	46,000.00	5,985.93	(40,014.07)	13.01%
Park Dedication	440	-	-	-	-	-	
Sports Complex Foundation	445	-	-	-	-	-	
Ankeny Garden Club	446	3,640.00	-	1,000.00	-	(1,000.00)	0.00%
Miracle Park Fund	448	-	320.00	10,000.00	-	(10,000.00)	0.00%
Dog Park Trust Fund	449	-	-	-	-	-	
P&R Scholarship Fund	450	-	-	5,000.00	-	(5,000.00)	0.00%
Civic Trust Fund	484	-	-	-	-	-	
Debt Service	300	38,022,650.42	24,205,486.24	25,028,489.00	-	(25,028,489.00)	0.00%
Enterprise:							
Solid Waste	500	1,310,972.54	1,059,080.77	1,483,821.00	104,071.97	(1,379,749.03)	7.01%
Utility Deposits	505	155,535.00	168,900.00	183,000.00	20,650.00	(162,350.00)	11.28%
Water Operations	510	13,866,790.86	12,631,530.53	26,151,282.00	316,081.14	(25,835,200.86)	1.21%
Water Improvement	520	-	-	-	-	-	
Water Sinking	530	5,273,795.42	1,592,286.76	2,207,538.00	-	(2,207,538.00)	0.00%
Sewer Operations	550	9,250,821.92	12,735,377.06	9,475,151.00	739,870.81	(8,735,280.19)	7.81%
Sewer Improvement	560	-	-	-	-	-	
Sewer Sinking	570	4,076,287.50	-	-	-	-	
Storm Water	580	836,450.19	1,100,902.52	1,194,213.00	83,196.06	(1,111,016.94)	6.97%
Golf Course	590	1,755,171.77	2,026,266.39	2,340,137.00	224,933.89	(2,115,203.11)	9.61%
Capital Project:							
Utility Fund Capital Projects	6**	7,997,584.72	12,985,502.97	21,125,273.00	3,884,179.24	(17,241,093.76)	18.39%
Special Assessments	8**	-	-	-	-	-	
Capital Projects	9**	23,595,037.43	31,599,841.94	30,775,398.00	4,085,458.75	(26,689,939.25)	13.28%
Total Budgeted Expenditures		\$ 153,599,389.99	\$ 153,310,319.69	\$ 181,044,495.00	\$ 13,741,231.99	\$ (167,303,263.01)	7.59%
Internal Service:							
Revolving	710	\$ 1,364,108.72	\$ 1,423,273.57	\$ 1,789,570.00	\$ 100,037.42	\$ (1,689,532.58)	5.59%
Risk Management	720	1,250,301.56	2,582,375.66	1,498,000.00	652,603.25	(845,396.75)	43.56%
Health Insurance	730	4,771,845.17	5,446,642.56	5,583,000.00	241,117.14	(5,341,882.86)	4.32%
Sustainability Revolving Loan	770	-	-	-	-	-	
Economic Development Revolving	780	-	-	-	-	-	
Equipment Reserve	790	48,362.00	471,067.10	1,480,880.00	-	(1,480,880.00)	0.00%
Total Unbudgeted Expenditures		\$ 7,434,617.45	\$ 9,923,358.89	\$ 10,351,450.00	\$ 993,757.81	\$ (9,357,692.19)	9.60%
Total All Expenditures ⁽¹⁾		\$ 161,034,007.44	\$ 163,233,678.58	\$ 191,395,945.00	\$ 14,734,989.80	\$ (176,660,955.20)	7.70%

⁽¹⁾ Includes interfund transactions.

⁽²⁾ July is 8.3% of the fiscal year.

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

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of July 31, 2022	Over (under) Budget	Percent ⁽¹⁾
General Fund:						
Property Tax:						
General Property Tax	\$ 25,054,492	\$ 27,322,028	\$ 28,854,508	\$ 33,735	\$ (28,820,773)	0.12%
Ag Land Tax	12,960	12,794	14,484	238	(14,246)	1.64%
Airport Authority Levy	621,186	651,414	683,324	804	(682,520)	0.12%
Subtotal	\$ 25,688,638	\$ 27,986,235	\$ 29,552,316	\$ 34,777	\$ (29,517,539)	0.12%
Non-Property Taxes:						
Hotel/Motel Tax	\$ 1,527,170	\$ 2,119,476	\$ 1,982,000	\$ -	\$ (1,982,000)	0.00%
Mobile Home Tax	16,026	16,515	15,300	1,026	(14,274)	6.71%
Utility Replacement Tax	188,001	200,301	201,691	-	(201,691)	0.00%
Utility Franchise Tax	1,600,494	1,785,485	1,419,000	355,715	(1,063,285)	25.07%
Cable TV Franchise Tax	250,135	218,635	216,000	48,469	(167,531)	22.44%
Subtotal	\$ 3,581,827	\$ 4,340,413	\$ 3,833,991	\$ 405,210	\$ (3,428,781)	10.57%
Licenses and Permits:						
Miscellaneous Licenses:						
Liquor Licenses	\$ 119,059	\$ 67,462	\$ 65,000	\$ 15,877	\$ (49,123)	24.43%
Cigarette Permits	6,050	5,375	5,000	275	(4,725)	5.50%
Solicitor Licenses	8,870	9,015	7,000	815	(6,185)	11.64%
Miscellaneous Business Licenses	9,050	17,710	7,000	6,970	(30)	99.57%
Garbage Licenses	1,400	1,400	1,400	-	(1,400)	0.00%
Pet Licenses	41,450	40,931	35,000	2,344	(32,656)	6.70%
Fire Permits	5,113	17,180	3,000	450	(2,550)	15.00%
Code Enforcement Licenses & Permits:						
Alarm Permits	12,410	13,195	14,000	1,010	(12,990)	7.21%
Building Permits	2,069,033	1,820,542	1,262,000	125,538	(1,136,462)	9.95%
Electrical Permits	173,295	170,372	103,000	12,213	(90,787)	11.86%
Heating Permits	122,470	120,454	67,000	10,134	(56,866)	15.12%
Plumbing Permits	128,084	135,380	92,000	9,514	(82,486)	10.34%
Driveway Permits	16,680	13,615	6,000	1,325	(4,675)	22.08%
Sidewalk Permits	16,005	13,515	6,000	1,250	(4,750)	20.83%
Moving/Demolition Permits	325	225	100	50	(50)	50.00%
Fence & Oversize Permits	87,087	78,394	65,000	3,200	(61,800)	4.92%
Subtotal	\$ 2,816,381	\$ 2,524,765	\$ 1,738,500	\$ 190,964	\$ (1,547,536)	10.98%
Use of Money and Property:						
Interest	\$ 214,311	\$ 2,103,263	\$ 2,300,000	\$ 374,710	\$ (1,925,290)	16.29%
Commissions	19,015	7,307	7,600	114	(7,486)	1.50%
Advertising	-	-	-	-	-	-
Leases	43,632	46,078	46,062	500	(45,562)	1.09%
Community Centers Rental	81,268	89,871	77,000	11,523	(65,478)	14.96%
Park Shelter Rentals	24,861	25,988	18,000	2,820	(15,180)	15.67%
Sports Complex Rentals	123,567	116,281	88,000	41,928	(46,073)	47.64%
Aquatic Center Rentals	34,357	39,384	30,000	923	(29,077)	3.08%
Miscellaneous Rentals	27,584	84,782	11,000	5,024	(5,976)	45.67%
Subtotal	\$ 568,595	\$ 2,512,954	\$ 2,577,662	\$ 437,541	\$ (2,140,121)	16.97%
Intergovernmental Revenue:						
Local:						
Fire Protection	\$ 359,911	\$ 225,340	\$ 443,000	\$ 171,596	\$ (271,404)	38.73%
School/Police Agreements	145,066	156,204	145,487	-	(145,487)	0.00%
County Library Contribution	150,776	185,284	185,284	-	(185,284)	0.00%
Other Local Contributions	42,900	54,244	68,000	24,361	(43,639)	35.82%
State:						
Commercial & Industrial Replacement	664,092	530,674	401,278	-	(401,278)	0.00%
Business Property Tax Credit	-	-	211,779	-	(211,779)	0.00%
Library Contribution	31,060	28,987	28,987	-	(28,987)	0.00%
Miscellaneous Grants	18,208	-	-	-	-	-
Federal:						
Public Safety Grants	174,663	64,802	45,000	-	(45,000)	0.00%
Subtotal	\$ 1,586,676	\$ 1,245,535	\$ 1,528,815	\$ 195,957	\$ (1,332,859)	12.82%
Service Charges:						
Police and Fire:						
Insurance Reports	\$ 8,643	\$ 8,815	\$ 9,000	\$ 770	\$ (8,230)	8.56%
Fire/Ambulance Reports	140	130	200	-	(200)	0.00%
False Alarm Fees	1,975	2,200	4,000	175	(3,825)	4.38%
Ambulance Charges	2,750,308	2,606,610	2,866,760	210,282	(2,656,478)	7.34%
Fingerprinting	14,175	12,508	15,000	577	(14,423)	3.85%
Towing Surcharge	1,920	2,340	2,000	-	(2,000)	0.00%
Plan Review Fees	40,435	23,300	15,000	1,000	(14,000)	6.67%
Parks and Recreation:						
Admissions	590,141	611,737	496,000	255,099	(240,901)	51.43%
Season Passes	476,049	492,194	463,000	12,011	(450,989)	2.59%
Special Population	1,851	-	-	-	-	-
Special Programs	154,535	154,003	131,000	18,293	(112,707)	13.96%
Rec Programs - Tax Exempt	515,901	576,841	453,000	45,090	(407,910)	9.95%

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of July 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Swimming Lessons	125,497	131,018	112,000	8,549	(103,451)	7.63%
Dog Park Passes	33,604	27,382	37,000	1,819	(35,181)	4.92%
Housing and Subdivision:						
Housing Code	101,200	93,094	64,000	3,525	(60,475)	5.51%
Plan Review Fees	508,062	339,534	249,000	7,617	(241,383)	3.06%
Site Plan Review	18,300	15,300	8,000	360	(7,640)	4.50%
Zoning	6,380	5,645	4,000	3,435	(565)	85.88%
Subdivision Filing Fees	14,640	7,980	4,000	1,860	(2,140)	46.50%
Board of Adjustment Fees	3,120	3,720	2,000	120	(1,880)	6.00%
Architect Review Board Fees	6,305	4,005	3,000	55	(2,945)	1.83%
Miscellaneous Service Charges:						
Information Systems - Enterprise Funds	340,235	333,771	410,946	-	(410,946)	0.00%
Animal Impound Fees	3,680	3,353	7,000	293	(6,707)	4.19%
Copy Charges	8,890	10,315	8,000	1,187	(6,813)	14.83%
Miscellaneous Service Charges	11,700	10,595	9,000	2,116	(6,884)	23.51%
Subtotal	\$ 5,737,685	\$ 5,476,391	\$ 5,372,906	\$ 574,232	\$ (4,798,674)	10.69%
Other Revenues:						
Map Sales	\$ 30	\$ 25	\$ -	\$ 5	\$ 5	
Sales/Salvages	1,897	16,529	400	30	(370)	7.50%
Concessions	288,637	282,327	234,000	98,562	(135,438)	42.12%
Contributions-Private Sources	-	6,200	-	-	-	
Program Sponsorships	25,172	28,034	18,000	250	(17,750)	1.39%
Refunds/Rebates	14,592	1,880	-	-	-	
Prairie Ridge Maint Reimb	241,132	206,277	265,843	46,909	(218,935)	17.65%
Roadway Signage Reimb	6,625	16,385	-	-	-	
Police OT Reimb	18,229	11,936	12,000	-	(12,000)	0.00%
Court Fines	49,968	83,247	78,000	3,941	(74,059)	5.05%
Library Fines	20,924	19,374	20,000	1,234	(18,766)	6.17%
Miscellaneous Library Revenues	7,846	7,046	6,000	788	(5,212)	13.13%
Miscellaneous Revenues	20,529	40,191	4,000	4,796	796	119.90%
Overages/Shortages	2,045	1,048	-	(322)	(322)	
Subtotal	\$ 697,625	\$ 720,498	\$ 638,243	\$ 156,191	\$ (482,052)	24.47%
Fund Total	\$ 40,677,427	\$ 44,806,792	\$ 45,242,433	\$ 1,994,873	\$ (43,247,560)	4.41%
Hotel/Motel Tax Fund						
Other Revenue:						
Interest	\$ 665	\$ 17,235	\$ 6,000	\$ -	\$ (6,000)	0.00%
Refunds/Reimbursements	2,000	2,000	-	-	-	
Fund Total	\$ 2,665	\$ 19,235	\$ 6,000	\$ -	\$ (6,000)	0.00%
Road Use Tax Fund:						
Intergovernmental Revenue:						
Road Use Taxes	\$ 9,052,931	\$ 9,343,167	\$ 8,825,310	\$ 763,205	\$ (8,062,105)	8.65%
Interest	12,651	227,038	105,000	-	(105,000)	0.00%
Grants	4,735	-	-	-	-	
Salvage Sales	4,006	2,263	-	387	387	
Refunds	600	4,204	5,000	-	(5,000)	0.00%
Reimbursements	-	979	-	718	718	
Fund Total	\$ 9,074,923	\$ 9,577,651	\$ 8,935,310	\$ 764,310	\$ (8,171,000)	8.55%
Tax Increment Financing Fund:						
Property Tax:						
TIF District Urban Renewal I	\$ 8,365,424	\$ 8,990,643	\$ 9,337,444	\$ 1,768	\$ (9,335,676)	0.02%
TIF District Urban Renewal II	364,061	483,107	567,684	1,826	(565,858)	0.32%
TIF District Urban Renewal III	389,846	416,756	433,705	-	(433,705)	0.00%
Use of Money and Property:						
Interest	8,043	165,985	61,000	-	(61,000)	0.00%
Other Reimbursements	21,333	-	-	519,087	519,087	
Fund Total	\$ 9,148,707	\$ 10,056,491	\$ 10,399,833	\$ 522,681	\$ (9,877,152)	5.03%
Police and Fire Retirement Fund:						
Property Tax:						
General Property Tax	\$ 2,277,681	\$ 2,442,175	\$ 2,558,395	\$ 3,015	\$ (2,555,380)	0.12%
Non-property Taxes:						
Mobile Home Tax	1,422	1,442	1,000	90	(910)	8.96%
Utility Replacement Tax	16,678	17,487	17,469	-	(17,469)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	58,911	46,307	34,756	-	(34,756)	0.00%
Grants	11,605	-	-	-	-	
School Police Agreements	26,036	26,824	26,586	-	(26,586)	0.00%
Business Property Tax Credit	-	-	18,343	-	(18,343)	0.00%
Use of Money and Property:						
Interest	950	6,250	6,000	-	(6,000)	0.00%
Other Revenue:						
Refunds/Reimbursements/Rebates	-	6,297	-	-	-	
Fund Total	\$ 2,393,282	\$ 2,546,782	\$ 2,662,549	\$ 3,105	\$ (2,659,444)	0.12%
Debt Service Fund:						
Property Tax:						
General Property Tax	\$ 14,253,678	\$ 14,611,968	\$ 15,054,041	\$ 17,106	\$ (15,036,935)	0.11%

	2021-22 Actual	2022-23 Actual	2023-24 Budget	As of July 31, 2022	Over (under) Budget	Percent ⁽¹⁾
Non-property Taxes:						
Mobile Home Tax	8,275	8,003	8,000	497	(7,503)	6.21%
Utility Replacement Tax	97,033	96,971	95,287	-	(95,287)	0.00%
Intergovernmental Revenue:						
Commercial & Industrial Replacement	342,757	276,946	204,411	-	(204,411)	0.00%
Business Property Tax Credit	-	-	100,053	-	(100,053)	0.00%
Use of Money and Property:						
Interest	3,241	108,608	36,000	-	(36,000)	0.00%
Bond Proceeds	14,660,000	-	-	-	-	
Fund Total	\$ 29,364,984	\$ 15,102,496	\$ 15,497,792	\$ 17,602	\$ (15,480,190)	0.11%
Solid Waste Fund:						
Recycling Fees	\$ 1,163,983	\$ 1,336,486	1,454,000	108,197	(1,345,803)	7.44%
Service Charges	19,030	20,455	20,000	1,637	(18,363)	8.19%
Grants	-	-	-	-	-	
Interest	168	6,080	1,000	-	(1,000)	0.00%
Fund Total	\$ 1,183,182	\$ 1,363,021	\$ 1,475,000	\$ 109,834	\$ (1,365,166)	7.45%
Water Fund:						
Refunds	\$ 11,791	\$ 10,482	11,000	11,791	\$ 791	107.19%
Sales Tax	(151)	63	-	14	14	
Excise Tax	904,784	982,146	1,166,000	109,498	(1,056,502)	9.39%
Cell Tower Lease	83,008	82,534	85,197	2,613	(82,584)	3.07%
Outside Billing	20,263	27,692	20,000	2,125	(17,875)	10.63%
Water Sales	12,712,319	13,850,632	15,695,691	1,666,312	(14,029,379)	10.62%
Hook Up Fees	329,793	308,782	200,000	9,650	(190,350)	4.83%
Meter Sales	477,374	434,881	520,000	49,090	(470,910)	9.44%
Temporary Water Sales	85,620	79,960	80,000	6,300	(73,700)	7.88%
Water Availability	3,344,757	3,589,191	3,654,616	294,279	(3,360,337)	8.05%
Service Charges	136,937	140,629	127,000	11,570	(115,430)	9.11%
Unapplied Credits	14,782	7,879	-	(3,106)	(3,106)	
Deposits	201,802	190,643	217,000	18,324	(198,676)	8.44%
Interest	4,750	24,000	60,000	-	(60,000)	0.00%
Miscellaneous	2,879	6,612	-	-	-	
Fund Total	\$ 18,330,708	\$ 19,736,125	\$ 21,836,504	\$ 2,178,460	\$ (19,658,044)	9.98%
Sewer Fund:						
Sales Tax	\$ 243,856	\$ 262,457	\$ 279,000	\$ 21,527	\$ (257,473)	7.72%
Refunds	-	53	-	-	-	
Miscellaneous	-	2,780	-	9,649	9,649	
Miscellaneous Service Charge	63,344	60,519	67,000	4,809	(62,191)	7.18%
Sewer Disposal Fee	-	-	-	-	-	
Sewer Usage	9,943,470	10,019,648	9,830,513	764,843	(9,065,670)	7.78%
Hook Up Fees	1,110,017	299,199	300,000	52,560	(247,440)	17.52%
Sewer Availability	6,385,182	6,426,174	6,317,606	507,973	(5,809,633)	8.04%
Interest	13,006	14,250	60,000	-	(60,000)	0.00%
Fund Total	\$ 17,758,874	\$ 17,085,080	\$ 16,854,119	\$ 1,361,361	\$ (15,492,758)	8.08%
Storm Water Fund						
Permits	\$ 101,620	\$ 97,220	\$ 60,000	\$ 8,650	\$ (51,350)	14.42%
Interest	3,373	70,903	29,000	-	(29,000)	0.00%
Sales Tax	61,672	66,277	75,000	5,320	(69,680)	7.09%
Service Charges	3,245,895	3,423,284	3,479,814	273,727	(3,206,087)	7.87%
Miscellaneous	826	14,059	-	-	-	
Fund Total	\$ 3,413,386	\$ 3,671,742	\$ 3,643,814	\$ 287,697	\$ (3,356,117)	7.90%
Golf Course Fund:						
Refunds	\$ 1,980	\$ 1,172	\$ 1,000	\$ -	\$ (1,000)	0.00%
Rebates	-	-	-	-	-	
Commissions	2,123	1,051	1,000	31	(969)	3.10%
Miscellaneous Service Charges	21,486	26,649	24,000	2,240	(21,760)	9.33%
Gift Certificates	9,425	3,447	-	(611)	(611)	
Driving Range	183,347	212,937	185,000	40,285	(144,715)	21.78%
Rec Program Fees	25,074	27,770	22,000	160	(21,840)	0.73%
Overages (Shortages)	(37)	(1,145)	-	(114)	(114)	
Food and Beverage Sales	242,698	292,505	196,000	41,403	(154,597)	21.12%
Clubhouse and Banquet Rental	30,610	28,729	31,000	1,217	(29,783)	3.93%
Alcoholic Beverage Sales	286,436	332,814	206,000	59,813	(146,188)	29.04%
Season Passes	114,336	109,799	98,000	3,176	(94,824)	3.24%
Greens Fees	662,097	757,386	573,000	136,536	(436,464)	23.83%
Merchandise Sales	115,259	150,417	105,000	21,023	(83,977)	20.02%
Cart Rental	398,453	446,538	345,000	79,905	(265,095)	23.16%
Equipment Rental	2,877	3,604	3,000	740	(2,260)	24.67%
Sales Tax	42,081	46,635	34,000	7,815	(26,185)	22.98%
Miscellaneous Revenue	84,767	100,824	95,000	16,962	(78,038)	17.85%
Interest	1,366	32,591	15,000	-	(15,000)	0.00%
Fund Total	\$ 2,224,379	\$ 2,573,721	\$ 1,934,000	\$ 410,580	\$ (1,523,420)	21.23%
Total - Major Operating Funds	<u>\$ 133,572,517</u>	<u>\$ 126,539,137</u>	<u>\$ 128,487,354</u>	<u>\$ 7,650,504</u>	<u>\$ (120,836,850)</u>	5.95%

⁽¹⁾ July is 8.3% of the fiscal year.

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

Revenue						Expenditures					
		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>		<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>%</u>	
General Fund											
Public Safety:											
Police Administration	1111	\$ 2,000	\$ 3,570	\$ 1,570	179%	\$ 2,002,095	\$ 143,017	\$ (1,859,078)	7%		
Police Operations	1112	282,487	4,651	(277,836)	2%	8,221,822	550,427	(7,671,395)	7%		
Police Support Services	1114	43,000	2,532	(40,468)	6%	2,978,095	226,364	(2,751,731)	8%		
Crossing Guards	1119	-	-	-	N/A	118,129	-	(118,129)	0%		
Emergency Preparedness	1140	-	-	-	N/A	99,144	22,106	(77,038)	22%		
Fire Support	1141	461,200	173,046	(288,154)	38%	1,346,654	64,387	(1,282,267)	5%		
Fire Suppression	1142	1,000	134	(867)	13%	3,713,161	251,422	(3,461,739)	7%		
Emergency Medical Services	1144	2,867,760	210,282	(2,657,478)	7%	6,392,097	414,304	(5,977,793)	6%		
Code Enforcement	1460	1,857,100	172,973	(1,684,127)	9%	2,152,474	156,133	(1,996,341)	7%		
Animal Control	2224	7,000	293	(6,707)	4%	31,000	3,125	(27,875)	10%		
Subtotal		\$ 5,521,547	\$ 567,481	\$ (4,954,066)	10%	\$ 27,054,671	\$ 1,831,285	\$ (25,223,386)	7%		
Culture & Recreation:											
Library	2331	\$ 260,971	\$ 8,344	\$ (252,627)	3%	\$ 2,789,570	\$ 247,784	\$ (2,541,786)	9%		
Park Administration	2440	60,000	4,639	(55,361)	8%	349,345	24,068	(325,277)	7%		
Park Maintenance	2441	-	-	-	N/A	2,084,369	170,448	(1,913,921)	8%		
Recreation Programs	2442	526,000	50,658	(475,342)	10%	936,428	105,321	(831,107)	11%		
Community Centers	2443	181,000	27,648	(153,353)	15%	585,320	31,420	(553,900)	5%		
Aquatic Centers	2444	1,262,000	362,641	(899,359)	29%	1,597,732	376,395	(1,221,337)	24%		
Prairie Ridge Sports Complex	2445	380,600	87,094	(293,507)	23%	1,211,674	158,951	(1,052,723)	13%		
Hawkeye Concessions	2446	58,300	15,083	(43,218)	26%	66,120	10,454	(55,666)	16%		
Cemetery	3547	-	-	-	N/A	600	-	(600)	0%		
Subtotal		\$ 2,728,871	\$ 556,105	\$ (2,172,766)	20%	\$ 9,621,158	\$ 1,124,839	\$ (8,496,319)	12%		
Public Works:											
Airport Authority	3548	\$ 702,472	\$ 828	\$ (701,644)	0%	\$ 702,928	\$ -	\$ (702,928)	0%		
Subtotal		\$ 702,472	\$ 828	\$ (701,644)	0%	\$ 702,928	\$ -	\$ (702,928)	0%		
Community & Economic Development:											
Development Engineering	3545	\$ 58,000	\$ 1,950	\$ (56,050)	3%	\$ 1,032,176	\$ 79,982	\$ (952,194)	8%		
Housing Authority	3648	-	-	-	N/A	23,707	-	(23,707)	0%		
Economic Development	4886	-	-	-	N/A	392,551	28,784	(363,767)	7%		
Community Development	4887	22,000	5,835	(16,165)	27%	1,219,152	95,743	(1,123,409)	8%		
Subtotal		\$ 80,000	\$ 7,785	\$ (72,215)	10%	\$ 2,667,586	\$ 204,509	\$ (2,463,077)	8%		
General Government:											
Communications	2335	\$ -	\$ -	\$ -	N/A	\$ 465,913	\$ 30,304	\$ (435,609)	7%		
Mayor and City Council	4881	-	-	-	N/A	524,927	91,768	(433,159)	17%		
Human Resources	4882	-	-	-	N/A	517,045	34,486	(482,559)	7%		
City Manager	4883	-	-	-	N/A	1,142,447	88,065	(1,054,382)	8%		
City Clerk	4884	120,400	26,281	(94,119)	22%	531,410	35,592	(495,818)	7%		
Finance	4885	35,678,197	836,393	(34,841,804)	2%	611,177	42,020	(569,157)	7%		
Information Technology	4889	410,946	-	(410,946)	0%	1,643,782	79,175	(1,564,607)	5%		
City Hall Building	4891	-	-	-	N/A	92,148	3,546	(88,602)	4%		
Subtotal		\$ 36,209,543	\$ 862,674	\$ (35,346,869)	2%	\$ 5,528,849	\$ 404,957	\$ (5,123,892)	7%		
Total General Fund		\$ 45,242,433	\$ 1,994,873	\$ (43,247,560)	4%	\$ 45,575,192	\$ 3,565,589	\$ (42,009,603)	8%		
Hotel/Motel Tax Fund											
Community and Economic Development	2233	\$ 6,000	\$ -	\$ (6,000)	0%	\$ 1,382,289	\$ 13,424	\$ (1,368,865)	1%		
Road Use Tax Fund											
Public Works:											
Street Lighting	1260	\$ -	\$ -	\$ -	N/A	\$ 726,000	\$ 50,700	\$ (675,300)	7%		
Roadway Administration	3261	8,935,310	763,592	(8,171,718)	9%	2,041,267	138,218	(1,903,049)	7%		
Roadway Maintenance	3262	-	718	718	N/A	2,737,874	147,362	(2,590,512)	5%		
Snow and Ice Control	3263	-	-	-	N/A	1,383,193	20,752	(1,362,441)	2%		
Traffic Safety	3265	-	-	-	N/A	1,457,248	127,959	(1,329,289)	9%		
Total Road Use Tax Fund		\$ 8,935,310	\$ 764,310	\$ (8,171,000)	9%	\$ 8,345,582	\$ 484,991	\$ (7,860,591)	6%		

		Revenue				Expenditures			
		Budget	Actual	Variance	%	Budget	Actual	Variance	%
Tax Increment Financing									
Community and Economic Development	4280	\$ 10,399,833	\$ 522,681	\$ (9,877,152)	5%	\$ 2,804,559	\$ -	\$ (2,804,559)	0%
Police and Fire Retirement									
Public Safety:	4290	\$ 2,662,549	\$ 3,105	\$ (2,659,444)	0%	\$ 2,839,551	\$ 212,800	\$ (2,626,751)	7%
Debt Service									
Debt Service:	4300	\$ 15,497,792	\$ 17,602	\$ (15,480,190)	0%	\$ 25,028,489	\$ -	\$ -	0%
Solid Waste									
Enterprise:	3500	\$ 1,475,000	\$ 109,834	\$ (1,365,166)	7%	\$ 1,483,821	\$ 104,072	\$ (1,379,749)	7%
Water									
Enterprise:									
Utility Deposits	3505	\$ 217,000	\$ 18,324	\$ (198,676)	8%	\$ 183,000	\$ 20,650	\$ (162,350)	11%
Water Administration	3510	21,619,504	2,160,136	(19,459,368)	10%	23,387,144	208,027	(23,179,117)	1%
Water Maintenance	3512	-	-	-	N/A	2,764,138	108,054	(2,656,084)	4%
Water Improvement	3520	-	-	-	N/A	-	-	-	N/A
Water Sinking	3530	-	-	-	N/A	2,207,538	-	(2,207,538)	0%
Total Water Fund		\$ 21,836,504	\$ 2,178,460	\$ (19,658,044)	10%	\$ 28,541,820	\$ 336,731	\$ (28,205,089)	1%
Sewer									
Enterprise:									
Wastewater Administration	3550	\$ 16,854,119	\$ 1,351,712	\$ (15,502,407)	8%	\$ 8,047,467	\$ 648,841	\$ (7,398,626)	8%
Wastewater Operations	3552	-	9,649	9,649	N/A	1,427,684	91,030	(1,336,654)	6%
Sewer Improvement	3560	-	-	-	N/A	-	-	-	N/A
Sewer Sinking	3570	-	-	-	N/A	-	-	-	N/A
Total Sewer Fund		\$ 16,854,119	\$ 1,361,361	\$ (15,492,758)	8%	\$ 9,475,151	\$ 739,871	\$ (8,735,280)	8%
Storm Water									
Enterprise:									
Storm Water Administration	3580	\$ 3,643,814	\$ 287,697	\$ (3,356,117)	8%	\$ 929,844	\$ 74,277	\$ (855,567)	8%
Street Cleaning	3584	-	-	-	N/A	264,369	8,919	(255,450)	3%
Total Storm Water Fund		\$ 3,643,814	\$ 287,697	\$ (3,356,117)	8%	\$ 1,194,213	\$ 83,196	\$ (1,111,017)	7%
Golf Course									
Enterprise:									
Golf Course Maintenance	2591	\$ 1,000	\$ -	\$ (1,000)	0%	\$ 805,163	\$ 51,612	\$ (753,551)	6%
Golf Course Pro Shop	2592	1,384,000	289,097	(1,094,903)	21%	691,398	83,381	(608,017)	12%
Golf Course Banquet Services	2595	549,000	121,483	(427,517)	22%	843,576	89,942	(753,634)	11%
Total Golf Course Fund		\$ 1,934,000	\$ 410,580	\$ (1,523,420)	21%	\$ 2,340,137	\$ 224,934	\$ (2,115,203)	10%
Total		\$ 128,487,354	\$ 7,650,504	\$ (120,836,850)	6%	\$ 129,010,804	\$ 5,765,608	\$ (98,216,707)	4%

**City of Ankeny
Investment Schedule
July 2023**

Account Number	Institution	Description	Type	Interest Rate	Purchase Date	Maturity Date	Days	Principal	Accrued Interest	Premium/ (Discount)	Interest/ Dividends Received	Principal Redeemed	Balance July 31, 2023
Capital Projects													
433087201	US Bank	CD	CD	3.050%	8/22/2022	8/17/2023	360	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000.00
	Robert W. Baird & Co.	T-Note	T-Note	4.683%	1/4/2023	8/31/2023	239	5,000,000.00	-	(105,079.71)	-	-	4,894,920.29
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	4,000,000.00	-	-	-	-	4,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.464%	4/10/2023	2/29/2024	325	2,000,000.00	5,292.12	(35,787.50)	-	-	1,969,504.62
313-91634	RBC Wealth Managem	T-Note	T-Note	4.855%	2/8/2023	2/29/2024	386	3,000,000.00	-	(101,231.25)	-	-	2,898,768.75
313-91634	RBC Wealth Managem	T-Note	T-Note	5.060%	3/1/2023	5/31/2024	457	5,000,000.00	-	(150,726.56)	-	-	4,849,273.44
	Robert W. Baird & Co.	T-Note	T-Note	5.462%	6/30/2023	6/30/2024	366	5,000,000.00	-	(176,459.40)	-	-	4,823,540.60
	IPAIT	CD	CD	4.550%	2/1/2023	8/5/2024	551	3,000,000.00	-	-	-	-	3,000,000.00
Subtotal								\$ 32,000,000.00	\$ 5,292.12	\$ (569,284.42)	\$ -	\$ -	\$ 31,436,007.70
Equipment Reserve													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
Subtotal								\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
General Funds													
313-91634	RBC Wealth Managem	T-Note	T-Note	4.546%	12/1/2022	6/30/2023	211	\$ 5,000,000.00	\$ -	\$ (124,513.59)	\$ 127,638.59	\$ 4,875,486.41	\$ -
3001008015	Lincoln Savings Bank	CD	CD	2.950%	8/17/2022	8/17/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
1302693-1	IPAIT	CD	CD	4.200%	9/29/2022	9/29/2023	365	5,000,000.00	-	-	-	-	5,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.890%	2/10/2023	11/30/2023	293	3,000,000.00	-	(101,721.57)	-	-	2,898,278.43
313-91634	RBC Wealth Managem	Natixis	Commercial Paper	5.181%	3/28/2023	12/4/2023	251	4,825,694.45	-	-	-	-	4,825,694.45
3001042013	Lincoln Savings Bank	CD	CD	4.800%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
260002163	Community State	CD	CD	4.910%	1/31/2023	1/31/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
1302693-1	IPAIT	CD	CD	5.060%	2/28/2023	2/28/2024	365	10,000,000.00	-	-	-	-	10,000,000.00
313-91634	RBC Wealth Managem	T-Note	T-Note	4.597%	4/3/2023	3/31/2024	363	5,000,000.00	922.13	(111,621.90)	-	-	4,889,300.23
313-91634	RBC Wealth Managem	T-Note	T-Note	4.596%	4/17/2023	4/30/2024	379	5,000,000.00	-	(116,242.20)	-	-	4,883,757.80
3001078547	Lincoln Savings Bank	CD	CD	5.350%	6/27/2023	6/26/2024	365	2,000,000.00	-	-	-	-	2,000,000.00
	RBC Wealth Managem	T-Note	T-Note	5.440%	6/30/2023	6/30/2024	366	5,000,000.00	-	(175,429.70)	-	-	4,824,570.30
3000907325	Lincoln Savings Bank	MM	Money market	4.250%	N/A	N/A	MM	10,134,715.58	-	-	31,288.36	3,000,000.00	7,134,715.58
39246-101	IPAIT	MM	Money market	4.876%	N/A	N/A	MM	21,968,263.50	-	-	90,603.05	-	21,968,263.50
	Farmers State Bank	MM	Money market	5.080%	N/A	N/A	MM	25,065,245.92	-	-	102,741.57	-	25,065,245.92
Subtotal								\$ 110,993,919.45	\$ 922.13	\$ (629,528.96)	\$ 352,271.57	\$ 7,875,486.41	\$ 102,489,826.21
Police/Fire Pension													
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Subtotal								\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
Sewer Improvement Fund													
	Bankers Trust	CD	CD	4.200%	9/27/2022	9/27/2023	365	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	500,000.00	-	-	-	-	500,000.00
260001208	Community State	CD	CD	5.250%	6/24/2023	6/24/2024	366	500,000.00	-	-	-	-	500,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Water Fund													
260001432	Community State	CD	CD	5.250%	6/7/2023	6/7/2024	366	\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Subtotal								\$ 2,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000.00
Total Investments								\$ 148,493,919.45	\$ 6,214.25	\$ (1,198,813.38)	\$ 352,271.57	\$ 7,875,486.41	\$ 139,425,833.91



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Building Permit Report for July 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 July 2023 Building Permit Report

City of Ankeny
Building Permit Report
Month of July 2023

	Issued		Issued		Issued Calendar Year				Issued Fiscal Year	
	July-23		July-22		1/1/2023-7/31/2023		1/1/2022-7/31/2022		7/1/2023-7/31/2023	
	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation	Num	Valuation
RESIDENTIAL										
New Dwellings										
New Single Family Detached	43	\$15,867,494	29	\$10,300,839	285	\$93,511,862	301	\$91,745,722	43	\$15,867,494
New Single Family Attached/Duplex	18	\$4,717,057	36	\$8,529,198	166	\$42,005,235	161	\$37,923,523	18	\$4,717,057
New Multi - Family	0	\$0	0	\$0	1	\$7,270,821	5	\$36,429,842	0	\$0
Total New Residential Permits	61	\$20,584,551	65	\$18,830,037	452	\$142,787,918	467	\$166,099,087	61	\$20,584,551
Additions/Alterations/Other (1)	58	\$381,675	98	\$1,420,726	473	\$5,018,303	557	\$7,256,155	58	\$381,675
Total New Dwelling Units	61		65		502		656		61	
NON-RESIDENTIAL										
New Commercial	4	\$2,881,818	2	\$1,876,058	17	\$39,341,526	23	\$96,295,091	4	\$2,881,818
COM Additions/Alterations/Other	2	\$303,720	12	\$2,992,812	52	\$16,869,324	66	\$13,460,635	2	\$303,720
New Church	0	\$0	0	\$0	0	\$0	1	\$13,679,075	0	\$0
CHR Additions/Alterations/Other	0	\$0	0	\$0	1	\$17,000	1	\$5,080	0	\$0
New School	0	\$0	0	\$0	1	\$70,000	1	\$27,196,293	0	\$0
SCH Additions/Alterations/Other	3	\$165,000	0	\$0	5	\$325,913	3	\$40,550	3	\$165,000
Total Non Residential Permits	9	\$3,350,538	14	\$4,868,870	76	\$56,623,763	95	\$150,676,724	9	\$3,350,538
MISC PERMITS (2)	86	\$65,059	83	\$45,608	530	\$534,893	618	\$845,787	86	\$65,059
TOTALS	214	\$24,381,823	260	\$25,165,241	1531	\$204,964,877	1737	\$324,877,753	214	\$24,381,823

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

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

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

* includes footing & foundation permits

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

Type of Use	Type of Work	Issue Date	Valuation	Permit Number	Street Address	Applicant Name	Contractor Name
Single Family Detached	New Building	7/3/2023	\$365,778	23-3659-NEW	1206 NW Benjamin Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	7/3/2023	\$454,887	23-3658-NEW	1210 NW Benjamin Dr	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	7/6/2023	\$418,294	23-3784-NEW	2515 SW Vintage Pkwy	Radius Services LLC	Radius Services LLC
Single Family Detached	New Building	7/7/2023	\$285,526	23-3899-NEW	3202 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	7/7/2023	\$292,319	23-3900-NEW	3206 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	7/7/2023	\$298,704	23-3901-NEW	3210 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	7/7/2023	\$305,315	23-3927-NEW	4211 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/10/2023	\$418,572	23-3965-NEW	5510 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/10/2023	\$384,513	23-3963-NEW	5514 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/10/2023	\$327,477	23-3970-NEW	5517 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/10/2023	\$325,557	23-3961-NEW	5518 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/10/2023	\$377,520	23-3969-NEW	5521 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/10/2023	\$332,140	23-3966-NEW	5525 NE Seneca Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/11/2023	\$213,944	23-3660-NEW	2705 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/11/2023	\$239,593	23-3858-NEW	4311 NW 13th St	Sage Homes Inc.	Sage Homes Inc
Single Family Detached	New Building	7/12/2023	\$426,806	23-4004-NEW	305 SW 16th St	Ironcrest Homes	Ironcrest Homes
Single Family Detached	New Building	7/12/2023	\$276,099	23-3902-NEW	3214 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	7/12/2023	\$275,806	23-3903-NEW	3218 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	7/12/2023	\$286,618	23-3904-NEW	3304 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	7/12/2023	\$267,538	23-3905-NEW	3312 NE 6th Ln	Jerry's Homes Inc	Jerry's Homes Inc
Single Family Detached	New Building	7/12/2023	\$352,700	23-3802-NEW	2707 NW Cedarwood St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	7/13/2023	\$388,198	23-3592-NEW	5808 NE Terrace Ridge Dr	Harvest Ridge Builders	Clarity Construction Inc
Single Family Detached	New Building	7/13/2023	\$377,930	23-4089-NEW	1330 NE 56th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/13/2023	\$411,135	23-4088-NEW	1326 NE 56th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/13/2023	\$350,512	23-4086-NEW	1322 NE 56th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/13/2023	\$331,242	23-4104-NEW	5603 NE Geneva Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/13/2023	\$350,512	23-4103-NEW	5607 NE Geneva Dr	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/19/2023	\$442,446	23-4194-NEW	3512 NW 27th St	Creative Building Ventures Inc	Creative Building Ventures Inc
Single Family Detached	New Building	7/19/2023	\$422,727	23-4162-NEW	603 NE Oak Ridge Dr	Genesis Homes Inc	Genesis Homes Inc
Single Family Detached	New Building	7/19/2023	\$386,116	23-4186-NEW	4121 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Detached	New Building	7/20/2023	\$292,734	23-4305-NEW	2713 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/20/2023	\$395,741	23-4262-NEW	4212 NE 8th St	Anis Hambasic	Anis Hambasic
Single Family Detached	New Building	7/24/2023	\$355,192	23-3949-NEW	4305 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/24/2023	\$273,640	23-4377-NEW	4411 NW 12th St	Greenland Homes Inc	Greenland Homes Inc
Single Family Detached	New Building	7/25/2023	\$276,691	23-1769-NEW	4713 NW 10th St	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	New Building	7/26/2023	\$606,029	23-3733-NEW	1010 NE 59th Ct	Dreamscape Homebuilders	DreamScape Homebuilders
Single Family Detached	New Building	7/27/2023	\$292,734	23-4091-NEW	2717 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/27/2023	\$292,734	23-4090-NEW	2709 NW 30th Ln	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	New Building	7/27/2023	\$451,817	23-4340-NEW	412 SW 18th St	Ironcrest Homes	Ironcrest Homes
Single Family Detached	New Building	7/27/2023	\$616,842	23-2766-NEW	1701 SW Des Moines St	Caliber Homes	Caliber Homes
Single Family Detached	New Building	7/28/2023	\$543,101	23-3986-NEW	503 SW Magazine Rd	Black Birch Homes & Design	Black Birch Homes & Design
Single Family Detached	New Building	7/28/2023	\$662,401	23-3279-NEW	3204 NE Avery Dr	Samuel Pickard	Samuel Pickard
Single Family Detached	New Building	7/31/2023	\$421,315	23-4404-NEW	6111 NE Briarwood Dr	Kimberley Development Corp	Kimberley Development Corp

Single Family Attached	New Building	7/7/2023	\$207,448	23-3830-NEW	1221 NE 56th St	Gtr DM Habitat for Humanity	Gtr DM Habitat for Humanity
Single Family Attached	New Building	7/11/2023	\$207,448	23-3337-NEW	1225 NE 56th St	Gtr DM Habitat for Humanity	Gtr DM Habitat for Humanity
Single Family Attached	New Building	7/11/2023	\$207,448	23-3829-NEW	1237 NE 56th St	Gtr DM Habitat for Humanity	Gtr DM Habitat for Humanity
Single Family Attached	New Building	7/7/2023	\$207,448	23-3942-NEW	1241 NE 56th St	Gtr DM Habitat for Humanity	Gtr DM Habitat for Humanity
Single Family Attached	New Building	7/19/2023	\$326,442	23-4107-NEW	4220 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	7/19/2023	\$326,442	23-4263-NEW	4224 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	7/19/2023	\$321,305	23-4182-NEW	4204 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	7/19/2023	\$320,803	23-4362-NEW	4208 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	7/19/2023	\$321,870	23-4363-NEW	4212 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	7/19/2023	\$323,942	23-4364-NEW	4216 NE Timber Ln	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	New Building	7/21/2023	\$252,632	23-4306-NEW	1313 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	7/21/2023	\$226,273	23-4309-NEW	1317 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	7/21/2023	\$226,273	23-4313-NEW	1321 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	7/21/2023	\$226,273	23-4312-NEW	1329 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	7/21/2023	\$226,273	23-4307-NEW	1333 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	7/21/2023	\$226,273	23-4308-NEW	1337 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	7/21/2023	\$281,232	23-4310-NEW	1341 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Attached	New Building	7/21/2023	\$281,232	23-4311-NEW	1345 NE Crossing Oaks Dr	Valor Home Builders	Valor Home Builders
Single Family Detached	Building Alteration	7/3/2023	\$29,800	23-3926-ALT	1514 NE Michael Dr	Debra Al Hasani	Joe Williams
Single Family Detached	Gazebo	7/3/2023	\$3,840	23-4003-GAZ	2304 SW 17th St	Handler Nathan	Handler Nathan
Single Family Detached	Building Alteration	7/3/2023	\$600	23-4006-ALT	313 SE 4th St	Servpro of Des Moines NW	Matthew S Schafer
Single Family Detached	Porch	7/5/2023	\$4,320	23-2470-PRCH	902 NE Chambers Pkwy	Rench Services LLC	Rench Services LLC
Single Family Detached	Pergola	7/6/2023	\$2,100	23-3543-PERG	2820 SW Country Ln	Todd Emehiser	Custom Edge Construction LLC
Single Family Detached	Porch	7/6/2023	\$4,320	23-4060-PRCH	719 NE Michael Ct	Jesse M Miller	Jesse M Miller
Single Family Detached	Porch	7/6/2023	\$1,680	23-4067-PRCH	2716 SW 17th St	Lejla Kajtazovic	Lejla Kajtazovic
Single Family Detached	Building Alteration	7/10/2023	\$37,170	23-4112-ALT	1521 SW Westview Dr	CCS Homes	CCS Homes
Single Family Detached	Building Alteration	7/12/2023	\$28,350	23-4192-ALT	1315 NE Cold Harbor Dr	Reiter Construction	Reiter Construction
Single Family Detached	Pergola	7/13/2023	\$4,000	23-4229-PERG	2506 NW School St	Superior Siding & Windows	Superior Siding & Windows
Single Family Detached	Building Alteration	7/13/2023	\$21,042	23-4241-ALT	3307 NW Greenwood St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Building Alteration	7/14/2023	\$3,500	23-3619-ALT	901 NE 15th St	Dane Nolte	Dane Nolte
Single Family Detached	Building Alteration	7/14/2023	\$4,725	23-4292-ALT	117 NW Countrywood Ln	Daniel Brown	Daniel Brown
Single Family Detached	Building Alteration	7/17/2023	\$20,034	23-4296-ALT	3825 NE 6th St	Genesis Homes Inc	Genesis Homes Of Iowa LLC
Single Family Attached	Solar	7/18/2023	\$3,000	23-4336-SOL	721 SE Kensington Rd	SolarTech of Iowa	SolarTech of Iowa
Single Family Attached	Porch	7/18/2023	\$2,640	23-4361-PRCH	3017 NW Westwood St	The HomeLife Brothers	The HomeLife Brothers
Single Family Detached	Porch	7/21/2023	\$4,080	23-4231-PRCH	518 NE 42nd Ct	Next Level Builders Inc	Next Level Builders Inc
Single Family Detached	Solar	7/25/2023	\$36,396	23-4464-SOL	903 NW Cypress Ave	Purelight Power	Purelight Power
Single Family Detached	Porch	7/26/2023	\$6,384	23-4503-PRCH	5110 NW 5th St	Kampen Contracting	Kampen Contracting
Single Family Detached	Building Addition	7/27/2023	\$28,118	23-4436-ADD	1015 SW 46th St	Midwest Construction	Midwest Construction
Single Family Detached	Gazebo	7/27/2023	\$9,000	23-4452-GAZ	1510 NW Boulder Point Pl	Pinnacle One LLC	Pinnacle One LLC
Single Family Detached	Building Alteration	7/28/2023	\$21,546	23-4537-ALT	2416 NW Applewood St	3 Sons Construction	3 Sons Construction
Single Family Detached	Building Alteration	7/28/2023	\$26,460	23-4538-ALT	3238 NW 27th Cir	3 Sons Construction	3 Sons Construction
Single Family Detached	Pergola	7/28/2023	\$3,525	23-4544-PERG	2805 SW Village Cir	Christopher P Bishop	Christopher P Bishop
Single Family Detached	Building Alteration	7/31/2023	\$2,174	23-4577-ALT	3110 SE Honeysuckle Ct	Ryan R Robida	Read Plumbing LLC.
Single Family Detached	Shed	7/6/2023	\$3,200	23-4061-SHD	438 SW Westview Dr	Gary D Davis	Gary D Davis
Single Family Detached	Shed (slab only)	7/6/2023	\$600	23-4068-SHD	3230 NW 27th Cir	Alvarez Construction	Alvarez Construction

Single Family Detached	Shed	7/10/2023	\$13,000	23-3810-SHD	1721 NE Frisk Dr	Bueltel Matthew	Bueltel Matthew
Single Family Detached	Shed	7/11/2023	\$1,600	23-2962-SHD	915 NW Ridgeline Ct	Benny Gardiner	Benny Gardiner
Single Family Detached	Shed	7/11/2023	\$2,400	23-4143-SHD	1615 NW 30th Ct	Cole Schinkel	Cole Schinkel
Single Family Detached	Shed	7/11/2023	\$2,800	23-4152-SHD	5310 NW 17th St	Tuff Shed	Tuff Shed
Single Family Detached	Shed	7/12/2023	\$1,600	23-4191-SHD	3302 SW Court Ave	John W Bontrager	Gold Dome Builders
Single Family Detached	Shed	7/14/2023	\$2,400	23-4240-SHD	4203 NW 8th Ct	DLR Construction	DLR Construction
Single Family Detached	Shed	7/17/2023	\$1,600	23-4205-SHD	321 SE Peterson Dr	Tuff Shed	Tuff Shed
Single Family Detached	Shed	7/26/2023	\$2,800	23-4473-SHD	3230 NW 27th Cir	Tuff Shed	Tuff Shed
Single Family Detached	Shed	7/27/2023	\$2,880	23-4459-SHD	1510 NW Boulder Point Pl	Pinnacle One LLC	Pinnacle One LLC
Single Family Detached	Swimming Pool	7/3/2023		23-3070-POOL	2105 NW 29th Ct	ETCH Outdoor Living	ETCH Outdoor Living
Single Family Detached	Swimming Pool	7/5/2023		23-3122-POOL	649 SW Kenworthy Dr	Hiscox Erin	Hiscox Erin
Single Family Detached	Swimming Pool	7/7/2023		23-3015-POOL	1210 NE 53rd Ct	Beemer Landscaping	Beemer Landscaping
Single Family Detached	Swimming Pool	7/11/2023		23-4144-POOL	1710 NW Reinhart Dr	Juarez Excavating LLC	Juarez Excavating LLC
Single Family Detached	Swimming Pool	7/19/2023		23-4370-POOL	210 SE East Lawn Dr	Josie Dickerson	Josie Dickerson
Single Family Detached	Deck	7/5/2023	\$2,592	23-3335-DECK	1915 NE Cameron Dr	Dona Camp	Dona Camp
Single Family Detached	Deck	7/6/2023	\$900	23-3554-DECK	2820 SW Country Ln	Alan Emehiser Todd	Custom Edge Construction LLC
Single Family Detached	Deck	7/6/2023	\$3,888	23-4029-DECK	1923 SW 17th St	Essence Construction llc	Essence Construction llc
Single Family Detached	Deck	7/10/2023	\$1,920	23-3860-DECK	4207 NW 8th Ct	Adam Wolfe	Adam Wolfe
Single Family Attached	Deck	7/11/2023	\$1,200	23-4109-DECK	2120 NW 44th St	Salazar Builders	Salazar Builders
Single Family Detached	Deck	7/12/2023	\$3,204	23-4142-DECK	4413 NE 16th St	Khashi Reyes	Khashi Reyes
Single Family Detached	Deck	7/12/2023	\$1,200	23-4171-DECK	4313 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Deck	7/12/2023	\$1,200	23-4172-DECK	4309 NE 15th St	DR Horton - Iowa LLC	DR Horton - Iowa LLC
Single Family Detached	Deck	7/12/2023	\$4,356	23-4190-DECK	433 SE Orchid St	Deck & Drive Solutions	Deck & Drive Solutions
Single Family Detached	Deck	7/13/2023	\$2,592	23-4228-DECK	2506 NW School St	Superior Siding & Window	Superior Siding & Windows
Single Family Detached	Deck	7/14/2023	\$2,748	23-4239-DECK	4203 NW 8th Ct	DLR Construction	DLR Construction
Single Family Detached	Deck	7/18/2023	\$3,648	23-4338-DECK	4307 SW Bluegrass Dr	S Reed Sirina	S Reed Sirina
Single Family Detached	Deck	7/18/2023	\$4,224	23-4354-DECK	1906 NW 3rd St	Diane Robinson	David Soukup
Single Family Detached	Deck	7/19/2023	\$768	23-4372-DECK	210 SE East Lawn Dr	Josie Dickerson	Josie Dickerson
Single Family Detached	Deck	7/21/2023	\$1,872	23-4408-DECK	3149 NW 27th Cir	Mapes Construction Company	Mapes Construction Company
Single Family Detached	Deck	7/31/2023	\$960	23-3522-DECK	3609 SW Edgewood Ln	Vishal Patel	Vishal Patel
Single Family Attached	Deck	7/31/2023	\$720	23-4569-DECK	2926 NW 44th St	David Shaw	David Shaw
Industrial	New Building	7/6/2023	\$2,000,000	23-2900-NEW	1505 S Ankeny Blvd	Bauer Design Build	Bauer Design Build
Retail	New Building	7/6/2023	\$300,000	23-3777-NEW	965 SE Corporate Woods Dr	Hansen Company	Hansen Company Inc
Government	New Building	7/18/2023	\$280,000	23-4093-NEW	1500 SW Des Moines St	Romtec Inc	Burkett Construction, LLC
Office	Building Shell	7/20/2023	\$301,818	23-2966-SHELL	4325 SE Delaware Ave	Nova Group Inc.	Blanton Construction
Other	Solar	7/7/2023	\$103,720	23-3996-SOL	700 SE Oralabor Rd	Stratton Caiti	Tri City Electric Co
Office	Building Alteration	7/20/2023	\$200,000	23-0976-ALT	1510 N Ankeny Blvd Ste 101	Burkett Construction, LLC	Burkett Construction, LLC
School	Building Alteration	7/6/2023	\$60,000	23-3848-ALT	1155 SW Cherry St	HPC, L.L.C.	HPC, L.L.C.
School	Building Alteration	7/6/2023	\$60,000	23-3849-ALT	105 NW Pleasant St	HPC, L.L.C.	HPC, L.L.C.
School	Building Alteration	7/6/2023	\$45,000	23-3850-ALT	1010 NW Prairie Ridge Dr	HPC, L.L.C.	HPC, L.L.C.
Single Family Detached	Fence/Wall	7/5/2023		23-2840-FNCE	719 NE Pearl Dr	Keast Home Exteriors	Keast Home Exteriors
Single Family Detached	Fence/Wall	7/5/2023		23-3944-FNCE	3149 NW 27th Cir	Des Moines Steel Fence Co	Des Moines Steel Fence Co

Single Family Attached	Fence/Wall	7/5/2023	23-3945-FNCE	2062 SW 35th St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/6/2023	23-2520-FNCE	2525 SW 23rd St	ETCH Outdoor Living	Midwest Fencing
Single Family Detached	Fence/Wall	7/6/2023	23-3071-FNCE	2105 NW 29th Ct	ETCH Outdoor Living	Midwest Fencing
Single Family Detached	Fence/Wall	7/6/2023	23-3980-FNCE	2405 NW Woodbury Dr	Paul Sullivan Matthew	Paul Sullivan Matthew
Single Family Detached	Fence/Wall	7/6/2023	23-4064-FNCE	1706 NW Spruce Dr	Chris Hatfield	Chris Hatfield
Single Family Detached	Fence/Wall	7/7/2023	23-3876-FNCE	1408 NW 29th St	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	7/7/2023	23-3877-FNCE	1201 NW Benjamin Dr	Gordon Gilbert Jonathon	Titan Fence, LLC
Single Family Detached	Fence/Wall	7/7/2023	23-3958-FNCE	3207 NE 11th St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	7/7/2023	23-3993-FNCE	3819 NW Applewood Ct	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/7/2023	23-3995-FNCE	506 NE Georgetown Blvd	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/7/2023	23-4019-FNCE	817 SE Richland Cir	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	7/7/2023	23-4096-FNCE	3607 NW Reinhart Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/10/2023	23-4083-FNCE	1503 NW Driftwood Dr	Stallworth Tina	Stallworth Tina
Single Family Detached	Fence/Wall	7/10/2023	23-4094-FNCE	1707 NW Abbie Dr	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/10/2023	23-4098-FNCE	3011 NW Beechwood Ct	Happe Homes, LLP	Happe Homes, LLP
Single Family Detached	Fence/Wall	7/11/2023	23-2831-FNCE	5310 NW 17th St	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	7/11/2023	23-3051-FNCE	5424 NW 13th St	Hadaway Fencing LLC	Hadaway Fencing LLC
Single Family Detached	Fence/Wall	7/11/2023	23-4105-FNCE	2807 NW 41st St	Huber Fencing	Huber Fencing
Single Family Detached	Fence/Wall	7/12/2023	23-4114-FNCE	623 NE Pearl Dr	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	7/12/2023	23-4184-FNCE	1710 SW Prairie Trail Pkwy	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/12/2023	23-4185-FNCE	706 NW School St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/13/2023	23-4178-FNCE	4029 NE 6th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	7/14/2023	23-4141-FNCE	2408 NW Woodbury Dr	Platinum Fence	Platinum Fence
Single Family Detached	Fence/Wall	7/17/2023	23-2234-FNCE	5403 NW 13th St	Dylan Courtney	Dylan Courtney
Single Family Detached	Fence/Wall	7/17/2023	23-4291-FNCE	709 NE 9th St	Daniel Hartman	Daniel Hartman
Single Family Detached	Fence/Wall	7/18/2023	23-3695-FNCE	3116 NW 25th St	Green Damien	Green Damien
Single Family Detached	Fence/Wall	7/18/2023	23-3912-FNCE	1706 SW Franklin Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	7/18/2023	23-4297-FNCE	2101 NW 31st St	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/18/2023	23-4304-FNCE	626 NE Whitetail Dr	Rylux Fence Company	Rylux Fence Company
Single Family Detached	Fence/Wall	7/18/2023	23-4356-FNCE	4311 NW Arlan Dr	Doug Wicks	Jose Salazor
Single Family Detached	Fence/Wall	7/18/2023	23-4359-FNCE	502 NW Horizon Ct	Travis Prill	Platinum Fence Company LLC
Single Family Detached	Fence/Wall	7/19/2023	23-4179-FNCE	2303 NW 31st St	Thrive Fencing	Thrive Fencing
Single Family Detached	Fence/Wall	7/19/2023	23-4341-FNCE	2516 NW Reinhart Dr	American Fence Company	American Fence Co
Single Family Detached	Fence/Wall	7/20/2023	23-4387-FNCE	3802 SW Bluegrass Dr	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	7/20/2023	23-4407-FNCE	4301 NW 5th St	John Benson	John Benson
Single Family Detached	Fence/Wall	7/21/2023	23-4401-FNCE	913 NE 28th St	Central Iowa Fencing	Central Iowa Fencing
Single Family Detached	Fence/Wall	7/21/2023	23-4431-FNCE	109 NE Harvest Ridge Ln	Brian Zimmerman	Fence Pro
Single Family Detached	Fence/Wall	7/21/2023	23-4443-FNCE	109 SW School St	Absolute Fence LLC	Absolute Fence LLC
Single Family Detached	Fence/Wall	7/24/2023	23-4429-FNCE	2823 NW 23rd ST	American Fence Company	American Fence Company
Single Family Detached	Fence/Wall	7/24/2023	23-4450-FNCE	1226 NW Reinhart Dr	Bowler Andrew	Bowler Andrew
Single Family Detached	Fence/Wall	7/26/2023	23-4321-FNCE	3316 NE 5th Ln	Bos Fencing	Bos Fencing
Single Family Detached	Fence/Wall	7/26/2023	23-4513-FNCE	438 SE Willow Run Ln	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/26/2023	23-4514-FNCE	817 SE Bel-Aire Rd	Des Moines Steel Fence Co	Des Moines Steel Fence Co
Single Family Detached	Fence/Wall	7/26/2023	23-4524-FNCE	4504 NE Sienna Ct	Todd M Rinehart	Midwest Fence
Single Family Detached	Fence/Wall	7/27/2023	23-4546-FNCE	3810 SW Stonehaven Ln	Shena Crawford	Shena Crawford
Single Family Detached	Fence/Wall	7/28/2023	23-4507-FNCE	3011 SW Applewood St	Middleton Ashley	Middleton Ashley
Single Family Detached	Fence/Wall	7/31/2023	23-4371-FNCE	1714 NW 31st St	Falcão Hugo	Platinum Fence Company LLC
Single Family Detached	Fence/Wall	7/31/2023	23-4567-FNCE	3306 NW Westwood St	Jennie S Garsaynee	Prince Gaye

Single Family Detached	Fence/Wall	7/31/2023	23-4583-FNCE	3308 NW 17th St	Thelen Kevin	Thelen Kevin
Retail	Sign	7/3/2023	\$2,822 23-3068-SIGNP	965 SE Corporate Woods Dr	Nagle Signs	Nagle Signs
Multi-Family	Sign	7/3/2023	\$19,646 23-3909-SIGNP	5605 NE Delaware Ave	Lisa Hanrahan	Iowa Sign Company
Mixed Use	Sign	7/5/2023	\$1,500 23-2720-SIGNP	1625 S Ankeny Blvd	Wilfredo Melgar	Wilfredo Melgar
Office	Sign	7/10/2023	\$5,000 23-1823-SIGNP	617 SW 3rd St Unit 108	Tri City Sign	Tri City Sign
Office	Sign	7/10/2023	\$2,500 23-1825-SIGNP	617 SW 3rd St Unit 108	Tri City Sign	Tri City Sign
Office	Sign	7/10/2023	\$2,500 23-1826-SIGNP	617 SW 3rd St Unit 108	Tri City Sign	Tri City Sign
Other	Sign	7/10/2023	\$1,200 23-3396-SIGNP	802 E 1st St	Chesnut Signs	Chesnut Signs
Other	Sign	7/10/2023	\$1,200 23-3488-SIGNP	802 E 1st St	Chesnut Signs	Chesnut Signs
Other	Sign	7/10/2023	\$1,200 23-3489-SIGNP	802 E 1st St	Chesnut Signs	Chesnut Signs
Other	Sign	7/10/2023	\$1,500 23-3491-SIGNP	802 E 1st St	Chesnut Signs	Chesnut Signs
Other	Sign	7/10/2023	\$1,500 23-3492-SIGNP	802 E 1st St	Chesnut Signs	Chesnut Signs
Retail	Sign	7/11/2023	\$250 23-4101-SIGNP	423 S Ankeny Blvd	Dawn M Elwell	Dawn M Elwell
Retail	Sign	7/11/2023	\$250 23-4102-SIGNP	423 S Ankeny Blvd	Dawn M Elwell	Dawn M Elwell
Other	Sign	7/12/2023	\$3,500 23-3874-SIGNP	2310 SE Delaware Ave Ste H	First Class Signs	First Class Signs
Multi-Family	Sign	7/13/2023	\$3,856 23-4058-SIGNP	1205 SW Merchant St	Lisa Hanrahan	Iowa Sign Company
Retail	Sign	7/17/2023	\$667 23-3914-SIGNP	2575 N Ankeny Blvd Ste 203	Signarama Ankeny	Signarama - Ankeny
Retail	Sign	7/27/2023	\$2,984 23-4080-SIGNP	410 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Retail	Sign	7/27/2023	\$2,984 23-4081-SIGNP	410 N Ankeny Blvd	Chesnut Signs	Chesnut Signs
Restaurant	Sign	7/27/2023	\$10,000 23-4095-SIGNP	2005 S Ankeny Blvd Ste 800	Chesnut Signs	Chesnut Signs
Other	Canopy/Tent	7/5/2023	23-2884-TENT	3700 SE Convenience Blvd	Legacy Financial Group	Legacy Financial Group
Other	Canopy/Tent	7/6/2023	23-3959-TENT	1500 SW Main St	The District Association	The District Association
Other	Canopy/Tent	7/6/2023	23-3960-TENT	1500 SW Main St	The District Association	The District Association
Single Family Detached	Drive Approach	7/6/2023	23-4014-RSTRM	710 NW Boulder Point Cir	Ryan Ferris	Ferris Construction LLC
Restaurant	Drive Approach	7/13/2023	23-4238-RSTRM	710 SW 3rd St	Karns Concrete	Karns Concrete
Single Family Detached	Drive Approach	7/21/2023	23-4445-RSTRM	3302 SW Timber Green Rd	Ben Silvers	Ben Silvers
Single Family Detached	Drive Approach	7/21/2023	23-4444-RSTRM	1409 NW Cedarwood Dr	GLC Construction LLC	GLC Construction LLC
Single Family Detached	Drive Approach	7/27/2023	23-4504-RSTRM	501 NE Robert Dr	Colin Concrete Enterprise	Colin Concrete Enterprise
Single Family Detached	Drive Approach	7/28/2023	23-4571-RSTRM	3212 SW Timberline Dr	I-80 Concrete	I-80 Concrete
Hospital	Drive Approach	7/28/2023	23-4561-RSTRM	909 SW Oralabor Rd	M Brayton Chad	Speck USA
Single Family Detached	Sidewalk	7/5/2023	23-1828-RSWRP	8850 NW 16th St	Premier Crete Inc.	Premier Crete Inc
Single Family Detached	Sidewalk	7/18/2023	23-3994-RSWRP	824 NW 21st Ct	Asap Construction	Asap Construction
Other	Sidewalk	7/24/2023	23-4403-RSWRP	2002 SW 35th St	I-80 Concrete	I-80 Concrete
Single Family Detached	Sidewalk	7/28/2023	23-4540-RSWRP	3405 NE Trilein Dr	Briarwood Country Club	Iowa Contracting Inc
Single Family Detached	Demolition	7/14/2023	23-4226-DEMO	4825 NW Irvinedale Dr	DeCarlo Demolition Company	DeCarlo Demolition Company
Single Family Detached	Demolition	7/20/2023	23-4374-DEMO	9855 NE Frisk Dr	DeCarlo Demolition Company	DeCarlo Demolition Company



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to receive and file Utility Billing Report for July 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Utility Billing Report

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

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #2 increasing the contract amount by \$11,500.00 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive.

EXECUTIVE SUMMARY:

This change order is to remove and cast-in-place of the failing intake portion of existing SW-506

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #2

CHANGE ORDER FORM



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

Date of Council Meeting: August 21, 2023 **Change Order #:** 2

Purpose of Change Order:

Items #1-2 - Remove and Cast-in-place of the failing intake portion of the existing SW-506.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Intake, SW-505, Cast-In-Place	EA	1.00	\$ 7,650.00	\$ 7,650.00
2	Remove Intake	EA	1.00	\$ 3,850.00	\$ 3,850.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Change Order #: 2 makes the following adjustments to the Contract:					\$ 11,500.00

Contractor Accepted: Alliance Construction Group, LLC

Firm Name

Signature

Ryan McKinney

8/11/2023

Date

Engineer Approved: City of Ankeny

Firm Name

Signature

Matthew Sybil

8/11/2023

Date

Owner Accepted: City of Ankeny

Signature

Mayor

Title

August 21, 2023

Date

Attest for Owner:

Signature

City Clerk

Title

August 21, 2023

Date

Record of Change Orders:

Original Contract Amount		\$ 491,807.50
#	Change Order Date	Amount
1	July 17, 2023	\$ 2,200.00
2	August 21, 2023	\$ 11,500.00
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Revised Contract Amount \$ **505,507.50**



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 increasing the contract amount by \$3,440.00 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #3

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

Purpose of Change Order:
53 - Subdrain Outlet, DR-303, Outlet to Structure. The existing single grate intakes on Fountain View Boulevard are made out of brick. The Contractor is unable to core drill into the backs of the intakes to connect the subdrain as shown in the plans. Contractor to install Type B Subdrain Cleanouts, one next to each intake.
121 - Subdrain Cleanout, Type B. Due to the Contractor not being able to core drill into the backs of the single grate intakes on Fountain View Boulevard, the Contractor is to install one subdrain type B cleanout next to each intake.

Change Order Number:	3	makes the following adjustments to the Contract:
----------------------	---	--

Engineer Approved:		Snyder & Associates, Inc.	
Signature: <i>Jordan Stoermer</i>		8/11/2023	
Printed Name: Jordan Stoermer			
Title: Professional Engineer, No. 0000000000			
Date: 8/11/2023			
Signature: <i>Adam Lewis</i>			
Date: 08/11/23			
City of Ankeny			
Owner Accepted:			
3	August 21, 2023	\$	3,440.00
4			
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8			

Attest for Owner:

Signature

Title

Date

City Clerk

Signature

Title

Date

14

15

Revised Contract Amount

\$ 10,009,696.00

Date Printed: 8/9/2023



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 decreasing the contract amount by \$3,943.50 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #3

CHANGE ORDER FORM



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

Change Order Number: 3

Change Order Date: August 21, 2023

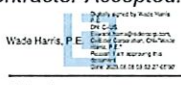
Purpose of Change Order:

2.05 - Reduction of quantity due to field conditions requiring less quantity than planned.
 7.17 - Reduction of quantity due to field conditions requiring less quantity than planned.
 12.03 & 12.04 - Additional storm sewer replacement was added to the project in order to provide additional cover between the existing storm sewer and bottom of proposed pavement.
 12.05 - A private conduit was encountered during construction that needed to be lowered in order to avoid the future pavement.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.05	SUBGRADE TREATMENT, GEOGRID, TRIANGULAR	SY	(2,000.00)	\$ 5.00	\$ (10,000.00)
7.17	SUBBASE OVER-EXCAVATION	TON	(500.00)	\$ 50.00	\$ (25,000.00)
12.03	24" RCP STORM SEWER, POTHOLING, & DELIVERY	LF	73.00	\$ 231.08	\$ 16,869.00
12.04	INTAKE, SW-406, 4.5' X 4.5', CAST-IN-PLACE	EA	1.00	\$ 13,400.00	\$ 13,400.00
12.05	PRIVATE CONDUIT LOWERING	LS	1.00	\$ 787.50	\$ 787.50
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 3 makes the following adjustments to the Contract: **\$ (3,943.50)**

Contractor Accepted: Elder Corporation
 **Wade Harris, P.E.**
 Signature 8/8/2023
 Date

Engineer Approved: McClure Engineering Company
 **Scott Torie**
 Signature 8/8/2023
 Date

Owner Accepted: City of Ankeny

Signature _____ Title _____
 Date _____

Attest for Owner:

Signature _____ Title _____
 Date _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 4,355,000.00
1	May 15, 2023	\$ 550.00
2	June 19, 2023	\$ 2,805.00
3	August 21, 2023	\$ (3,943.50)
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Revised Contract Amount **\$ 4,354,411.50**



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$6,819.22 to Electric Conduit Construction Company, for construction services on the SE Quadrant Fiber Upgrade, Phase One 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: SE Quadrant Fiber Upgrade, Phase One
Contractor: Electric Conduit Construction Company
Address: 741 Hicks Dr, Elburn, IL. 60119
Finance Budget Code: 965.3965.4456 **Finance Project #** 965.4456
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: May 6, 2022 **Vendor #** 11457

Change Order Number: 1

Change Order Date: August 21, 2023

Purpose of Change Order:

To modify final project quantities and to modify an existing fiber optic hanhole after further exploration was completed during the project.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
8.1	Provide and Install One (1) - BLUE 2" HDPE Conduit, Boring	LF	11.00	\$ 15.77	\$ 173.47
8.4	Handhole Modifications	EA	(1.00)	\$ 248.25	\$ (248.25)
8.6	Install Two (2) Fiber Optic Cable (96 count or less)	LF	1,575.00	\$ 1.68	\$ 2,646.00
8.10	Fiber Optic Cable Fusion Splices	EA	48.00	\$ 55.00	\$ 2,640.00
	Modify existing fiber optic HH #3 and make conduit adjustments	LS	1.00	\$ 1,608.00	\$ 1,608.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 6,819.22**

Contractor Accepted: Electric Conduit Construction Company

Firm Name
Grant Furman 8.10.23
 Signature Date

Engineer Approved: City of Ankeny

Firm Name
Lexi Hart 8/11/23
 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		\$ 74,688.94
1	August 21, 2023	\$ 6,819.22
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Revised Contract Amount **\$ 81,508.16**



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$14,885.00 to TK Concrete, Inc., for construction services on the 2023 PCC Patching Program project.

EXECUTIVE SUMMARY:

This change order is for additional pavement necessary during the paving of SW Glenbrooke Blvd and for additional patches necessary during the patching of West 1st St and NW State St.

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: 2023 PCC Street Patching Program
 Contractor: TK Concrete, Inc.
 Address: 1608 Fifield Road Pella, Iowa 50219
 Finance Budget Code: 963.3963.4451 Finance Project #: 963.4451
 Vendor Project #: Purchase Order #:
 Original Contract Date: February 20, 2023 Vendor Account #: 4907

Date of Council Meeting: August 21, 2023 Change Order #: 1

Purpose of Change Order:

7.02,7.09 - Additional pavement that was determined to be necessary during the paving of SW Glenbrooke Boulevard.
 7.07 - Additional patches that were determined to be necessary during the patching of West 1st Street and NW State Street.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	18.00	\$ 90.00	\$ 1,620.00
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	113.00	\$ 115.00	\$ 12,995.00
7.09	Pavement Removal, PCC	SY	18.00	\$ 15.00	\$ 270.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order #: 1 makes the following adjustments to the Contract: \$ 14,885.00

Contractor Accepted: TK Concrete, Inc.

Firm Name

Signature

Date

Record of Change Orders:

Original Contract Amount		\$ 840,250.00
#	Change Order Date	Amount
1	August 21, 2023	\$ 14,885.00
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Engineer Approved: City of Ankeny

Firm Name

Signature

Date

Owner Accepted: City of Ankeny

Mayor

Signature

Title

August 21, 2023

Date

Attest for Owner:

City Clerk

Signature

Title

August 21, 2023

Date

Revised Contract Amount \$ 855,135.00



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$528,180.42 to Absolute Concrete Construction, Inc. for construction services on the Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 Payment Application #: 2

Payment Period: From: July 1, 2023 Through: July 29, 2023

Contract Summary:

Original Contract Amount:	\$	6,369,694.05	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	6,369,694.05	
Total Completed and Stored to Date:	\$	895,474.24	
Retainage: 3 % of Completed Work:	\$	26,864.23	
Total Earned Less Retainage:	\$	868,610.01	
Less Previous Applications for Payment:	\$	340,429.59	
SUBTOTAL:	\$	528,180.42	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	528,180.42	
Balance to Finish, Including Retainage:	\$	5,501,084.04	

Contract Time Remaining: 183.00 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

Signature

8/7/2023
Date

Engineer / Consultant Approval:

HR Green, Inc.

Signature

Firm Name
Digitally signed by Anthony Babcock
DN: C=US, E=tbabcock@hrgreen.com, OU=HR Green, CN=Anthony Babcock
Location: Ankeny, IA
Reason: Oralabor & State
Date: 2023.08.08 15:17:45 -05'00'

8/8/2023
Date

City of Ankeny Staff Approval:

Signature

8/14/2023
Date

Submit to:

Jim Haberichter

E-mail:

jhaberichter@ankenyiowa.gov

Phone Number:

515-963-3536

Date Printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	ITEM ID	DESCRIPTION (Include Change Order # if Applicable)	Supplemental Description	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY COMPLETED	TOTAL VALUE OF WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2101-06850001	CLEARING AND GRUBBING		ACRE	0.35		0.35	\$ 20,000.00	\$ 7,000.00	0.00	\$ -	0.00	\$ -	0.35	0.00%
20	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW		CY	261.00		261.00	\$ 9.00	\$ 2,349.00	0.00	\$ -	0.00	\$ -	261.00	0.00%
30	2102-2710090	EXCAVATION, CLASS 10, WASTE		CY	8,124.00		8,124.00	\$ 23.50	\$ 190,914.00	0.00	\$ -	0.00	\$ -	8,124.00	0.00%
40	2104-8225100	SPECIAL COMPACTON OF SUBGRADE		STA	21.50		21.50	\$ 465.00	\$ 9,997.50	0.00	\$ -	4.58	\$ 2,129.70	16.92	21.30%
50	2115-0100000	MODIFIED SUBBASE		CY	954.00		954.00	\$ 78.00	\$ 74,412.00	0.00	\$ -	118.98	\$ 9,280.44	835.02	12.17%
60	2121-7425010	GRANULAR SHOULDER, TYPE A		TON	179.80		179.80	\$ 50.00	\$ 8,990.00	0.00	\$ -	0.00	\$ -	179.80	0.00%
70	2122-5190007	PAVED SHOULDER, P.C. CONCRETE, 7 IN.		CY	337.30		337.30	\$ 74.00	\$ 24,960.20	0.00	\$ -	0.00	\$ -	337.30	0.00%
80	2123-7450000	SHOULDER CONSTRUCTION, EARTH		STA	13.90		13.90	\$ 930.00	\$ 12,927.00	0.00	\$ -	0.00	\$ -	13.90	0.00%
90	2123-7450020	SHOULDER FINISHING, EARTH		STA	5.20		5.20	\$ 325.00	\$ 1,690.00	0.00	\$ -	0.00	\$ -	5.20	0.00%
100	2201-1033100	MEDIAN, P.C. CONCRETE, 6 IN.	REMOVED IN ORDER TO PROVIDE CONCRETE CONCRETE TO REMAIN. CLASS 8. CLASS 8 REMAIN IN 10 IN.	CY	6,721.50		6,721.50	\$ 120.00	\$ 805,980.00	713.90	\$ 85,668.00	0.00	\$ 85,668.00	6,007.60	10.02%
110	2201-0487000	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES		EA	885.20		885.20	\$ 75.00	\$ 66,390.00	0.00	\$ -	0.00	\$ -	885.20	0.00%
120	2401-6745000	REMOVAL OF CONCRETE FOOTINGS OF LIGHT POLES		EA	8.00		8.00	\$ 800.00	\$ 6,400.00	0.00	\$ -	1.00	\$ 800.00	7.00	12.50%
130	2401-6745005	REMOVAL OF LIGHT POLES		EA	7.00		7.00	\$ 610.00	\$ 4,270.00	0.00	\$ -	1.00	\$ 610.00	6.00	14.29%
140	2435-0250000	INTAKE, SIM-303		EA	2.00		2.00	\$ 7,300.00	\$ 14,600.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
150	2435-0251100	INTAKE, SIM-411		EA	1.00		1.00	\$ 4,425.00	\$ 4,425.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
160	2435-0500120	CONNECTION TO EXISTING INTAKE		EA	1.00		1.00	\$ 4,525.00	\$ 4,525.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
170	2435-0700020	REMOVAL OF SUBDRAIN		LF	1,400.00		1,400.00	\$ 4,375.00	\$ 6,125.00	0.00	\$ -	0.00	\$ -	1,400.00	0.00%
180	2502-6745002	SUBDRAIN, P.C. STANDARD, PERFORATED, 8 IN.		EA	1,441.40		1,441.40	\$ 34.00	\$ 49,007.60	552.00	\$ 18,971.80	0.00	\$ 18,971.80	889.40	39.52%
190	2502-6745005	SUBDRAIN RISER, 8 IN., AS PER PLAN		EA	3.00		3.00	\$ 1,775.00	\$ 5,325.00	1.00	\$ 1,775.00	0.00	\$ 1,775.00	2.00	33.33%
200	2502-6745008	SUBDRAIN OUTLET, DR-305		EA	2.00		2.00	\$ 475.00	\$ 950.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
210	2502-6745010	REMOVED IN ORDER TO PROVIDE CONCRETE CONCRETE TO REMAIN. CLASS 8. CLASS 8 REMAIN IN 10 IN.		LF	26.00		26.00	\$ 105.00	\$ 2,730.00	0.00	\$ -	0.00	\$ -	26.00	0.00%
220	2503-0114224	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 30 IN.		LF	16.00		16.00	\$ 125.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	16.00	0.00%
230	2503-0114224	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 30 IN.		LF	5.00		5.00	\$ 51.00	\$ 255.00	0.00	\$ -	0.00	\$ -	5.00	0.00%
240	2507-3250005	ENGINEERING FABRIC		EA	25.00		25.00	\$ 11.00	\$ 275.00	0.00	\$ -	0.00	\$ -	25.00	0.00%
250	2507-4800061	REINFORCEMENT, CLASS E		TON	17.30		17.30	\$ 98.00	\$ 1,695.40	0.00	\$ -	0.00	\$ -	17.30	0.00%
260	2510-6745000	REMOVAL OF PAVED DRIVEWAY		EA	4,040.70		4,040.70	\$ 14.00	\$ 56,569.80	0.00	\$ -	343.50	\$ 4,893.00	3,697.20	8.93%
270	2510-6750000	REMOVAL OF SIDEWALK		EA	2.00		2.00	\$ 1,850.00	\$ 3,700.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
280	2511-7520004	SIDEWALK, P.C. CONCRETE, 4 IN.		EA	328.80		328.80	\$ 13.00	\$ 4,274.40	0.00	\$ -	0.00	\$ -	328.80	0.00%
290	2511-7520005	SIDEWALK, P.C. CONCRETE, 5 IN.		EA	208.40		208.40	\$ 59.00	\$ 12,277.60	36.70	\$ 2,165.30	0.00	\$ 2,165.30	196.40	39.89%
300	2511-7520005	SIDEWALK, P.C. CONCRETE, 6 IN.		EA	16.50		16.50	\$ 65.00	\$ 1,072.50	11.10	\$ 727.15	0.00	\$ 727.15	36.40	17.78%
310	2511-7520006	SIDEWALK, P.C. CONCRETE, 6 IN.		EA	91.90		91.90	\$ 86.00	\$ 7,903.40	81.10	\$ 6,964.60	0.00	\$ 6,964.60	10.80	49.15%
320	2511-7520006	DETECTABLE MARKINGS		EA	155.00		155.00	\$ 99.00	\$ 15,345.00	40.00	\$ 3,960.00	0.00	\$ 3,960.00	115.00	25.81%
330	2515-2475007	DRIVEWAY, P.C. CONCRETE, 7 IN.		EA	315.80		315.80	\$ 73.00	\$ 23,053.40	0.00	\$ -	0.00	\$ -	315.80	0.00%
340	2515-2475007	REMOVAL OF PAVED DRIVEWAY		EA	358.10		358.10	\$ 13.00	\$ 4,655.30	0.00	\$ -	0.00	\$ -	358.10	0.00%
350	2524-6750010	REMOVAL OF PAVED DRIVEWAY		EA	19.00		19.00	\$ 400.00	\$ 7,600.00	0.00	\$ -	0.00	\$ -	19.00	0.00%
360	2525-0000120	TRAFFIC SIGNALIZATION		LS	1.00		1.00	\$ 575,000.00	\$ 575,000.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
370	2525-0000120	REMOVAL OF TRAFFIC SIGNALIZATION		LS	1.00		1.00	\$ 30,000.00	\$ 30,000.00	0.00	\$ -	1.00	\$ 30,000.00	0.00	100.00%
380	2527-0203005	RAISED PAVEMENT MARKERS		EA	67.00		67.00	\$ 9.50	\$ 636.50	0.00	\$ -	0.00	\$ -	67.00	0.00%
390	2527-0203109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED		STA	9.51		9.51	\$ 55.00	\$ 523.05	0.00	\$ -	0.00	\$ -	9.51	0.00%
400	2527-0203117	PAINTED PAVEMENT MARKING, DURABLE		STA	117.23		117.23	\$ 200.00	\$ 23,446.00	0.00	\$ -	0.00	\$ -	117.23	0.00%
410	2527-0203143	PAINTED PAVEMENT MARKING, DURABLE		EA	38.00		38.00	\$ 175.00	\$ 6,650.00	0.00	\$ -	0.00	\$ -	38.00	0.00%
420	2527-0203180	PAINTED PAVEMENT MARKING, DURABLE		EA	52.00		52.00	\$ 125.00	\$ 6,500.00	0.00	\$ -	0.00	\$ -	52.00	0.00%
430	2527-0203190	PAINTED PAVEMENT MARKING, DURABLE		EA	5.00		5.00	\$ 175.00	\$ 875.00	0.00	\$ -	0.00	\$ -	5.00	0.00%
440	2527-0207011	GROOVES CUT FOR PAVEMENT MARKINGS		EA	117.23		117.23	\$ 200.00	\$ 23,446.00	0.00	\$ -	0.00	\$ -	117.23	0.00%
450	2527-0207011	GROOVES CUT FOR PAVEMENT MARKINGS		EA	38.00		38.00	\$ 175.00	\$ 6,650.00	0.00	\$ -	0.00	\$ -	38.00	0.00%
460	2528-2518000	SAFETY CLOSURE		EA	5.00		5.00	\$ 225.00	\$ 1,125.00	0.00	\$ -	0.00	\$ -	5.00	0.00%
470	2528-2518000	TEMPORARY TRAFFIC SIGNALS		EA	1.00		1.00	\$ 59,500.00	\$ 59,500.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
480	2528-6445110	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)		CDAY	20.00		20.00	\$ 100.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	20.00	0.00%
490	2528-6445110	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)		CDAY	20.00		20.00	\$ 100.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	20.00	0.00%
500	2533-4980005	MOBILIZATION		LS	1.00		1.00	\$ 275,000.00	\$ 275,000.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
510	2533-4980005	MOBILIZATION		LS	2.50		2.50	\$ 4,250.00	\$ 10,625.00	0.00	\$ -	0.00	\$ -	2.50	0.00%
520	2501-2034105	MULCHING, BONDED FIBER MATRIX		ACRE	1.20		1.20	\$ 2,450.00	\$ 2,940.00	0.00	\$ -	0.00	\$ -	1.20	0.00%
530	2501-2636044	SEEDING AND FERTILIZING (URBAN)		ACRE	1.20		1.20	\$ 2,300.00	\$ 2,760.00	0.00	\$ -	0.00	\$ -	1.20	0.00%
540	2502-0000020	SILT FENCE		LF	1,600.00		1,600.00	\$ 1.65	\$ 2,640.00	0.00	\$ -	0.00	\$ -	1,600.00	0.00%
550	2502-0000071	REMOVAL OF SALT FENCE OR SALT FENCE FOR DITCH CHECKS		LF	1,600.00		1,600.00	\$ 0.05	\$ 80.00	0.00	\$ -	0.00	\$ -	1,600.00	0.00%
560	2502-0000071	REMOVAL OF SALT FENCE OR SALT FENCE FOR DITCH CHECKS		LF	160.00		160.00	\$ 0.05	\$ 8.00	0.00	\$ -	0.00	\$ -	160.00	0.00%
570	2502-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.		LF	1,120.00		1,120.00	\$ 3.70	\$ 4,144.00	225.00	\$ 832.50	0.00	\$ 832.50	895.00	20.00%
580	2502-0000361	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE		LF	1,120.00		1,120.00	\$ 0.25	\$ 280.00	0.00	\$ -	0.00	\$ -	1,120.00	0.00%
590	2502-0000361	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE		EA	3.00		3.00	\$ 210.00	\$ 630.00	0.00	\$ -	0.00	\$ -	3.00	0.00%
600	2502-0000361	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE		EA	3.00		3.00	\$ 5.00	\$ 15.00	0.00	\$ -	0.00	\$ -	3.00	0.00%
610	2502-0000361	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE		EA	3.00		3.00	\$ 1.00	\$ 3.00	0.00	\$ -	0.00	\$ -	3.00	0.00%
620	2502-0000361	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE		EA	10.00		10.00	\$ 500.00	\$ 5,000.00	0.00	\$ -	0.00	\$ -	10.00	0.00%
630	2502-0000361	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE		EA	170.00		170.00	\$ 12.00	\$ 2,040.00	0.00	\$ -	0.00	\$ -	170.00	0.00%
640	2105-8425015	TOPSOIL, STRIP SALVAGE AND SPREAD		CY	109.00		109.00	\$ 50.00	\$ 5,450.00	0.00	\$ -	0.00	\$ -	109.00	0.00%
650	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	15.80		15.80	\$ 32.00	\$ 505.60	0.00	\$ -	0.00	\$ -	15.80	0.00%
660	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	458.20		458.20	\$ 180.00	\$ 82,476.00	325.60	\$ 17,908.00	0.00	\$ 17,908.00	428.20	12.86%
670	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	2,335.60		2,335.60	\$ 35.00	\$ 81,746.00	0.00	\$ -	0.00	\$ -	2,335.60	0.00%
680	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	761.00		761.00	\$ 70.00	\$ 53,270.00	0.00	\$ -	0.00	\$ -	761.00	0.00%
690	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	135.00		135.00	\$ 100.00	\$ 13,500.00	0.00	\$ -	0.00	\$ -	135.00	0.00%
700	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	1,723.00		1,723.00	\$ 5.00	\$ 8,615.00	0.00	\$ -	0.00	\$ -	1,723.00	0.00%
710	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	3,497.00		3,497.00	\$ 25.00	\$ 87,425.00	0.00	\$ -	0.00	\$ -	3,497.00	0.00%
720	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	98.30		98.30	\$ 130.00	\$ 12,779.00	0.00	\$ -	0.00	\$ -	98.30	0.00%
730	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	245.50		245.50	\$ 100.00	\$ 24,550.00	0.00	\$ -	0.00	\$ -	245.50	0.00%
740	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	1,254.70		1,254.70	\$ 65.00	\$ 81,555.50	0.00	\$ -	0.00	\$ -	1,254.70	0.00%
750	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	60.6160		60.6160	\$ 189.00	\$ 11,562.40	0.00	\$ -	0.00	\$ -	60.6160	0.00%
760	2121-2450100	COMPARING BACKFILL, SAND, TOPSOIL, CULTURE OR STRUCTURES		TON	1.00		1.00	\$ 4,350.00	\$ 4,350.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
770															

Date printed: 8/14/2023

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 6,369,694.05 PAY PERIOD = \$ 544,515.90

COMPLETED = \$ 895,474.24

14.06%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 340,429.59
2		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 340,429.59

Record of Change Orders:

No.	Date	Amount
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15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

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

Stages 1-5

Contract Working Days:	90.0
Added by Change Order:	
Total Working Days:	90.0
Working Days Used to Date:	19.5
Working Days Remaining:	70.5

Stages 6-10

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$346,030.56 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14



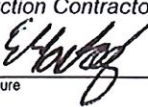
Project Title: NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard
Contractor: Absolute Concrete Construction, Inc.
Address: 1000 West 6th Avenue, Slater, IA 50244
Finance Budget Code: 992.3992.4451 **Finance Project Code:** 992.4451
Vendor Project or Invoice #: **PO #**
Original Contract Date: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

Date of Council Meeting 08/21/23 **PAYMENT REQUEST #** 14
From: 07/07/23 through: 08/05/23

Contract Summary

Original Contract Amount:	\$	3,996,224.75	
Net change by Change Orders:	\$	51,738.28	
Contract Amount to Date: (line 1 ± 2)	\$	4,047,963.03	
Total completed and stored to date:	\$	3,843,567.58	
Retainage: 5 % of Completed Work:	\$	192,178.38	
Total Earned less Retainage:	\$	3,651,389.20	
Less previous applications for payment:	\$	3,305,358.64	
SUBTOTAL	\$	346,030.56	
OTHER CHARGES (Please attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	346,030.56	
Balance to finish, including retainage:	\$	396,573.83	
Contract Time Remaining (If applicable)		-35.5	WORKING DAYS

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.
Firm Name
Signature:  Date: 8-8-23

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
Jordan Stoermer
Signature:  Date: 8/9/23
Digitally signed by Jordan Stoermer
DN: cn=US, Email=snyder@snnyder-associates.com, o=Snyder & Associates, Inc., ou=Project Engineer,
c=US, Date: 2023.08.09 09:15:58-0500

City of Ankeny Staff Approval
Signature:  Date: 08/09/23

Submit to: Adam Lust, Public Works Engineering Manager
Email: ALust@AnkenyIowa.gov **Phone:** 515-963-3537 **Fax:** 515-963-3535

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # If Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
2.01	2010-A	Cleaning and Grubbing	UNIT	42.5		42.5	\$ 355.00	\$ 15,087.50		\$ -	42.5	42.5	\$ 15,087.50	-	100.00%
2.02	2010-D-1	Topsoil, On-site, 6 inch Depth	CV	3,244		3,244	\$ 13.00	\$ 42,172.00	162	\$ 2,916.00	3,082	3,244	\$ 42,172.00	-	100.00%
2.03	2010-E	Excavation, Class 10	CV	7,125		7,125	\$ 10.00	\$ 71,250.00		\$ -	7,125	7,125	\$ 71,250.00	-	100.00%
2.04	2010-G	Subgrade Preparation, 12 inch Depth	SV	14,836		14,836	\$ 2.50	\$ 37,090.00	742	\$ 1,855.00	14,094	14,836	\$ 37,090.00	-	100.00%
2.05	2010-G	Subgrade Preparation, 12 inch Depth	SV	5,379		5,379	\$ 4.00	\$ 21,516.00	261.2	\$ 1,044.80	5,117.8	5,379	\$ 21,516.00	-	100.00%
2.06	2010-H	Subgrade Treatment, Geogrid, Triangular	SV	2,000		2,000	\$ 6.00	\$ 12,000.00	0.1	\$ -	27	2,027	\$ 12,027.00	1,973	2.33%
2.07	2010-I	Subbase, Modified, 8 inch Depth	SV	15,527		15,527	\$ 13.00	\$ 201,851.00		\$ -	15,527	15,527	\$ 201,851.00	-	100.00%
2.08	2010-I	Subbase, Modified, 12 inch Depth	SV	130		130	\$ 28.00	\$ 3,640.00	0.05	\$ 250.00	130	130	\$ 3,640.00	-	100.00%
2.09	2010-L	Compaction Testing	LS	1		1	\$ 5,000.00	\$ 5,000.00		\$ -	0.95	1	\$ 5,000.00	-	100.00%
3.01	3010-F	Trench Compaction Testing	LS	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1	1	\$ 1,500.00	-	100.00%
4.01	4020-A-1	Storm Sewer, Trenched, RCP, 15 inch Diameter	LF	448		448	\$ 60.00	\$ 26,880.00		\$ -	448	448	\$ 26,880.00	-	100.00%
4.02	4020-A-1	Storm Sewer, Trenched, RCP, 24 inch Diameter	LF	16		16	\$ 100.00	\$ 1,600.00		\$ -	16	16	\$ 1,600.00	-	100.00%
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 30 inch Diameter	LF	132		132	\$ 110.00	\$ 14,520.00		\$ -	132	132	\$ 14,520.00	-	100.00%
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 36 inch Diameter	LF	16		16	\$ 120.00	\$ 1,920.00		\$ -	15.5	15.5	\$ 1,880.00	(2)	116.67%
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 36 inch x 18 inch Diameter	LF	8		8	\$ 150.00	\$ 1,200.00		\$ -	8	8	\$ 1,200.00	-	100.00%
4.06	4020-D	Removal of Storm Sewer, Less Than 36 inch Diameter	LF	440		440	\$ 20.00	\$ 8,800.00		\$ -	440	440	\$ 8,800.00	-	100.00%
4.07	4040-A	Subdrain, Corrugated PVC, Type 1, 6 inch Diameter	LF	3,153		3,153	\$ 12.00	\$ 37,836.00		\$ -	3,153	3,153	\$ 37,836.00	-	100.00%
4.08	4040-C	Subdrain Cleanout, Type A-1, 6 inch Diameter	EA	1		1	\$ 500.00	\$ 500.00		\$ -	1	1	\$ 500.00	-	100.00%
4.09	4040-D	Subdrain Outlets and Connections, Outlet to Structure	EA	38		38	\$ 350.00	\$ 13,300.00		\$ -	38	38	\$ 13,300.00	-	100.00%
5.01	5010-A-1	Water Main, Trenched, PVC, 10 inch Diameter	LF	2,615		2,615	\$ 80.00	\$ 209,200.00		\$ -	2,615	2,615	\$ 209,200.00	-	100.00%
5.02	5010-A-1	Water Main, Trenched, PVC, 10 inch Diameter	LF	40		40	\$ 75.00	\$ 3,000.00		\$ -	40	40	\$ 3,000.00	-	100.00%
5.03	5010-A-1	Water Main, Trenched, PVC, 10 inch Diameter	LF	85		85	\$ 70.00	\$ 5,950.00		\$ -	85	85	\$ 5,950.00	-	100.00%
5.04	5010-A-2	Water Main, Trenched, PVC, 18 inch Diameter	LF	50		50	\$ 300.00	\$ 15,000.00		\$ -	50	50	\$ 15,000.00	-	100.00%
5.05	5010-C-1	Fire Hydrant, Trenchless, PVC, 18 inch Diameter	LF	1,858		1,858	\$ 12.00	\$ 22,296.00		\$ -	1,858	1,858	\$ 22,296.00	-	100.00%
5.06	5020-A	Valve Gate, 12 inch Diameter	EA	4		4	\$ 4,000.00	\$ 16,000.00		\$ -	4	4	\$ 16,000.00	-	100.00%
5.07	5020-A	Valve Gate, 18 inch Diameter	EA	1		1	\$ 3,500.00	\$ 3,500.00		\$ -	1	1	\$ 3,500.00	-	100.00%
5.08	5020-A	Valve Gate, 8 inch Diameter	EA	1		1	\$ 3,000.00	\$ 3,000.00		\$ -	1	1	\$ 3,000.00	-	100.00%
5.09	5020-A	Valve Gate, 6 inch Diameter, Auxiliary	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
5.10	5020-B	Tapping Valve Assembly, 10 inch	EA	1		1	\$ 7,500.00	\$ 7,500.00		\$ -	1	1	\$ 7,500.00	-	100.00%
5.11	5020-B	Service Saddle Tap, 2 inch Diameter	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
5.12	5020-C	Fire Hydrant Assembly	EA	2		2	\$ 5,000.00	\$ 11,000.00		\$ -	2	2	\$ 11,000.00	-	100.00%
5.13	5020-F	Valve Box Extension	EA	4		4	\$ 500.00	\$ 2,000.00		\$ -	4	4	\$ 2,000.00	-	100.00%
5.14	5020-H	Fire Hydrant Adjustment	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1	1	\$ 1,500.00	-	100.00%
5.15	5020-I	Valve Removal	EA	2		2	\$ 900.00	\$ 1,800.00		\$ -	2	2	\$ 1,800.00	-	100.00%
5.16	5010-999-A	Removal of Water Main, Less Than or Equal to 12 inch Diameter	LF	77		77	\$ 20.00	\$ 1,540.00		\$ -	68	68	\$ 1,360.00	9	88.31%
5.17	5010-999-B	Filling and Plugging Water Main, 12 inch Diameter	LF	93		93	\$ 50.00	\$ 4,650.00		\$ -	93	93	\$ 4,650.00	-	100.00%
5.18	5020-999-A	Fire Hydrant Removal	EA	2		2	\$ 500.00	\$ 1,000.00		\$ -	2	2	\$ 1,000.00	-	100.00%
5.19	5020-999-B	Reinstall Fire Hydrant	EA	2		2	\$ 1,500.00	\$ 3,000.00		\$ -	2	2	\$ 3,000.00	-	100.00%
5.20	5999-A	Irrigation Scheduling, Trenchless HDPE, 3 inch Diameter	LF	445		445	\$ 45.00	\$ 20,025.00		\$ -	445	445	\$ 20,025.00	-	100.00%
5.21	5999-B	12 inch Ground Box	EA	4		4	\$ 3,000.00	\$ 12,000.00		\$ -	4	4	\$ 12,000.00	-	100.00%
6.01	6010-A	Manhole, SW-401, 48 inch Diameter	EA	4		4	\$ 3,500.00	\$ 14,000.00		\$ -	4	4	\$ 14,000.00	-	100.00%
6.02	6010-A	Manhole, SW-401, 60 inch Diameter	EA	2		2	\$ 5,000.00	\$ 10,000.00		\$ -	2	2	\$ 10,000.00	-	100.00%
6.03	6010-A	Manhole, SW-401, 72 inch Diameter	EA	1		1	\$ 8,000.00	\$ 8,000.00		\$ -	1	1	\$ 8,000.00	-	100.00%
6.04	6010-B	Intake, SW-501	EA	4		4	\$ 3,000.00	\$ 12,000.00		\$ -	4	4	\$ 12,000.00	-	100.00%
6.05	6010-B	Intake, SW-502, Top	EA	1		1	\$ 2,500.00	\$ 2,500.00		\$ -	1	1	\$ 2,500.00	-	100.00%
6.06	6010-B	Intake, SW-503	EA	2		2	\$ 4,500.00	\$ 9,000.00		\$ -	2	2	\$ 9,000.00	-	100.00%
6.07	6010-B	Intake, SW-504	EA	6		6	\$ 4,000.00	\$ 24,000.00		\$ -	6	6	\$ 24,000.00	-	100.00%
6.08	6010-B	Intake, SW-505, Modified	EA	1		1	\$ 8,500.00	\$ 8,500.00		\$ -	1	1	\$ 8,500.00	-	100.00%
6.09	6010-E	Manhole Adjustment, Minor	EA	7		7	\$ 500.00	\$ 3,500.00		\$ -	7	7	\$ 3,500.00	-	100.00%
6.10	6010-F	Manhole Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	3	3	\$ 4,500.00	-	100.00%
6.11	6010-F	Intake Adjustment, Major	EA	3		3	\$ 1,500.00	\$ 4,500.00		\$ -	3	3	\$ 4,500.00	-	100.00%
6.12	6010-G	Connection to Existing Intake	EA	1		1	\$ 1,500.00	\$ 1,500.00		\$ -	1	1	\$ 1,500.00	-	100.00%
6.13	6010-H	Remove Manhole	EA	4		4	\$ 1,500.00	\$ 6,000.00		\$ -	4	4	\$ 6,000.00	-	100.00%
6.14	6010-I	Remove Intake	EA	11		11	\$ 1,500.00	\$ 16,500.00		\$ -	11	11	\$ 16,500.00	-	100.00%
7.01	7010-A	Pavement, PCC, Class C-SUD, 9 inch Depth	SV	16,445		16,445	\$ 80.00	\$ 1,315,600.00	1972	\$ 157,840.00	14,473	16,445	\$ 1,315,600.00	(193.0)	102.22%
7.02	7010-A	Pavement, PCC, Class C-SUD, 8 inch Depth	SV	1,003		1,003	\$ 85.00	\$ 85,255.00		\$ -	1,003	1,003	\$ 85,255.00	-	100.00%
7.03	7010-E	Curb and Gutter, 2.5 Foot Width, 9 inch Thickness	LF	45		45	\$ 30.00	\$ 1,350.00		\$ -	45	45	\$ 1,350.00	-	100.00%
7.04	7010-F	Beam Curb	LF	337		337	\$ 37.00	\$ 12,469.00		\$ -	337	337	\$ 12,469.00	-	100.00%
7.05	7010-G	Concrete Median, 6 inch Depth	SV	669		669	\$ 60.00	\$ 40,140.00	201	\$ 16,080.00	468	669	\$ 40,140.00	-	100.00%
7.06	7010-G	Concrete Median, Dowelled, 6 inch Depth	SV	154		154	\$ 150.00	\$ 23,100.00		\$ -	154	154	\$ 23,100.00	-	100.00%
7.07	7010-I	PCC Pavement Samples and Testing	LS	1		1	\$ 16,000.00	\$ 16,000.00	0.1	\$ 1,600.00	0.9	1	\$ 16,000.00	-	100.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (By Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
7.08	7030-A	Removal of Sidewalk	SY	2,089		2,089	\$ 12.00	\$ 25,068.00	0.05	\$ 0.60	2088.95	2089	\$ 25,068.00	-	100.00%
7.09	7030-A	Removal of Driveway	SY	2,759		2,759	\$ 22.00	\$ 60,698.00			1759	1759	\$ 21,108.00	-	100.00%
7.10	7030-E	Sidewalk, PCC, 6 inch Depth	SY	267		267	\$ 60.00	\$ 16,020.00			267	267	\$ 16,020.00	-	100.00%
7.11	7030-E	Sidewalk, PCC, 4 inch Depth	SY	990		990	\$ 50.00	\$ 49,500.00			990	990	\$ 49,500.00	-	100.00%
7.12	7030-E	Sidewalk, PCC, 4 inch Depth	SY	809		809	\$ 50.00	\$ 40,450.00			809	809	\$ 40,450.00	-	100.00%
7.13	7030-E	Sidewalk, PCC, Colored and Textured Concrete, 6 inch	SY	385		385	\$ 150.00	\$ 57,750.00			181	181	\$ 27,250.00	-	100.00%
7.14	7030-G	Detachable Warning, Galvanized Steel	SY	415		415	\$ 45.00	\$ 18,675.00			415	415	\$ 18,675.00	-	100.00%
7.15	7030-H-1	Driveway, Paved, PCC, 7 inch Depth	SY	808		808	\$ 80.00	\$ 64,640.00			808	808	\$ 64,640.00	-	100.00%
7.16	7030-H-2	Driveway, Granular, 6 inch	TON	25		25	\$ 45.00	\$ 1,125.00			0	0	\$ -	-	0.00%
7.17	7040-H	Pavement Removal	SY	3,004		3,004	\$ 16.00	\$ 48,064.00			3004	3004	\$ 48,064.00	-	100.00%
7.18	7040-H	Curb and Gutter Removal	LF	3,461		3,461	\$ 70.00	\$ 242,270.00			3461	3461	\$ 242,270.00	-	100.00%
8.01	8010-A	Traffic Signal, NW 36th Street and NW Ash Drive	LS	1		1	\$ 230,000.00	\$ 230,000.00	0.5	\$ 115,000.00	0	0.5	\$ 115,000.00	1	50.00%
8.02	8010-A	Traffic Signal, NW 36th Street and N Ankeny Boulevard	LS	1		1	\$ 255,000.00	\$ 255,000.00			0.95	0.95	\$ 242,250.00	0	95.00%
8.03	8010-A	Traffic Signal Modifications, NW 36th St and N Ankeny Blvd	LS	1		1	\$ 6,000.00	\$ 6,000.00			1	1	\$ 6,000.00	-	100.00%
8.04	8020-C	Painted Pavement Markings, Durable	STA	243		243	\$ 100.00	\$ 24,300.00	243	\$ 24,300.00	0	243	\$ 24,300.00	-	100.00%
8.05	8020-F	West, Retroreflective Removable Tape Markings	STA	44		44	\$ 140.00	\$ 6,160.00			14.12	14.12	\$ 1,976.80	30	32.09%
8.06	8020-F	Painted Symbols and Legends, Durable	EA	32		32	\$ 225.00	\$ 7,200.00	33	\$ 7,425.00	0	33	\$ 7,425.00	-	101.13%
8.07	8020-J	Raised Pavement Markers	EA	245		245	\$ 9.50	\$ 2,327.50			0	0	\$ -	245	100.00%
8.08	8020-J	Pavement Markings Removed	STA	147		147	\$ 85.00	\$ 12,495.00	147	\$ 12,495.00	0	147	\$ 12,495.00	-	100.00%
8.09	8020-L	Symbols and Legends Removed	EA	11		11	\$ 175.00	\$ 1,925.00	11	\$ 1,925.00	0	11	\$ 1,925.00	-	100.00%
8.10	8030-M	Grooves Cut for Pavement Markings	STA	200		200	\$ 85.00	\$ 17,000.00	200	\$ 17,000.00	0	200	\$ 17,000.00	-	100.00%
8.11	8030-N	Grooves Cut for Symbols and Legends	EA	32		32	\$ 125.00	\$ 4,000.00	33	\$ 4,125.00	0	33	\$ 4,125.00	-	101.13%
8.12	8030-N	Temporary Traffic Control	LS	1		1	\$ 50,000.00	\$ 50,000.00			0.95	0.95	\$ 47,500.00	0	95.00%
8.13	8030-PPA-A	Flare	COAY	30		30	\$ 750.00	\$ 22,500.00			0	0	\$ -	30	0.00%
8.14	8030-PPA-B	Portable Dynamic Message Sign (PDMS)	LF	70		70	\$ 100.00	\$ 7,000.00			57	57	\$ 5,700.00	13	81.43%
8.15	899A-A	Fiber Optic Cable, 96-CON	LF	3,130		3,130	\$ 3.00	\$ 9,390.00			1878	1878	\$ 5,634.00	1,252	60.00%
8.16	899A-A	Conduit, Fiber Optic, Blue HOPE, 2 inch Diameter	LF	2,660		2,660	\$ 12.00	\$ 31,920.00			2660	2660	\$ 31,920.00	-	100.00%
8.17	899B-B	Fiber Optic Splice	EA	102		102	\$ 55.00	\$ 5,610.00			62	62	\$ 3,410.00	40	62.78%
8.18	899B-B	Type II Handhole, 36 inch x 24 inch x 30 inch	EA	1		1	\$ 1,200.00	\$ 1,200.00			1	1	\$ 1,200.00	-	100.00%
8.19	899B-B	Splice Case	EA	3		3	\$ 1,500.00	\$ 4,500.00			3	3	\$ 4,500.00	-	100.00%
8.20	899B-B	Type IV Handhole, 48 inch x 30 inch x 36 inch	EA	1		1	\$ 650.00	\$ 650.00			0	0	\$ -	1	0.00%
8.21	899B-B	Fiber Enclosure, 1 Panel Capacity, 24x48x24, DIN Rail Mounted	EA	1		1	\$ 121.00	\$ 121.00			0	0	\$ -	1	0.00%
8.22	899B-B	Fiber Enclosure, 4 Panel Capacity, 48x48x24	EA	1		1	\$ 450.00	\$ 450.00			0	0	\$ -	1	0.00%
8.23	899B-B	COI Panel, 12 CI, CCH-CP23-AS-PO3BH	EA	3		3	\$ 550.00	\$ 1,650.00			0	0	\$ -	3	0.00%
8.24	899B-B	COI Cassette, 12 CI, CCH-CP23-AS-PO3BH	EA	3		3	\$ 498.00	\$ 1,494.00			0	0	\$ -	3	0.00%
8.25	899B-B	Fiber Hub Cabinet, 12" Fiber	EA	1		1	\$ 1,800.00	\$ 1,800.00			1	1	\$ 1,800.00	-	100.00%
8.26	899B-B	Fiber Hub Cabinet, 12" Fiber	EA	1		1	\$ 950.00	\$ 950.00			1	1	\$ 950.00	-	100.00%
8.27	899B-B	Traffic Signs, Removal and Installation	LS	1		1	\$ 20,000.00	\$ 20,000.00			0.5	0.5	\$ 10,000.00	1	50.00%
9.01	9010-A	Conventional Seeding and Fertilizing, Type 4	AC	3.6		3.6	\$ 750.00	\$ 2,700.00			0	0	\$ -	3.6	0.00%
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	3.6		3.6	\$ 2,500.00	\$ 9,000.00			1.28	1.28	\$ 3,200.00	2.3	35.56%
9.03	9020-A	Seed	QZ	9		9	\$ 200.00	\$ 1,800.00			0	0	\$ -	9	0.00%
9.04	9020-A	Filter Sock, 3 inch Diameter	LF	5,435		5,435	\$ 2.75	\$ 14,946.25			1488	1488	\$ 4,092.00	3,947	27.38%
9.05	9020-B-1	Filter Socks, Removal	LF	5,435		5,435	\$ 0.50	\$ 2,717.50			0	0	\$ -	5,435	0.00%
9.06	9020-B-2	Erosion Control Mulching, Hydromulching, 8FM	AC	72		72	\$ 3,500.00	\$ 252,000.00	0.21	\$ 735.00	3.02	3.23	\$ 11,305.00	4.0	44.86%
9.07	9020-T-1	Inlet Protection Device, Surface Applied	EA	28		28	\$ 185.00	\$ 5,180.00			10	10	\$ 1,850.00	18	35.71%
9.08	9020-T-1	Inlet Protection Device, Drop-in	EA	38		38	\$ 200.00	\$ 7,600.00	1	\$ 200.00	105	106	\$ 21,200.00	(68)	278.95%
9.09	9020-T-2	Inlet Protection Device, Maintenance	EA	76		76	\$ 400.00	\$ 30,400.00			8	8	\$ 3,200.00	68	10.53%
9.10	9072-A	Combined Concrete Sidewalk and Retaining Wall	CV	39		39	\$ 450.00	\$ 17,550.00			39	39	\$ 17,550.00	-	100.00%
11.01	11.020-A	Mobilization	LS	1		1	\$ 280,000.00	\$ 280,000.00			1	1	\$ 280,000.00	-	100.00%
11.02	11.040-B	Temporary Granular Sidewalk	SY	300		300	\$ 20.00	\$ 6,000.00			300	300	\$ 6,000.00	-	100.00%
11.03	11.050-A	Concrete Washoff, Roll-off Container	LS	1		1	\$ 10,000.00	\$ 10,000.00			0.95	0.95	\$ 9,500.00	0	95.00%
11.04	11.999-A	Remove, Salvage, and Relocate Mailbox	EA	2		2	\$ 1,750.00	\$ 3,500.00			1	1	\$ 1,750.00	1	50.00%

CONTRACT PRICE DETAIL

No.	Item Code	Description (Include Change Order # if Applicable)	Units	Original Proposed Quantity	Quantity Change (by Change Order)	Total Quantity	Unit Price	Extended Price	Total Quantity This Pay Period	Value This Pay Period	Total Quantity from Previous Pay Period	Total Quantity Complete	Total Value of Completed Work	Remaining Quantity	Percent Complete
4.10	4020-999-A	Storm Pipe Collar	EA		2	2	\$ 1,431.90	\$ 2,863.80		\$ -	2	2	\$ 2,863.80	-	100.00%
8.28	8999-E	Traffic Signal Foundation Casings	EA		2	2	\$ 3,108.00	\$ 6,216.00		\$ -	2	2	\$ 6,216.00	-	100.00%
5.20	5020-B	Water Service Subst. 1 Inch Dia., Copper	EA		1	1	\$ 3,885.00	\$ 3,885.00		\$ -	1	1	\$ 3,885.00	-	100.00%
8.29	8999-F	Temporary Pedestrian Push Buttons	EA		4	4	\$ 555.00	\$ 2,220.00		\$ -	4	4	\$ 2,220.00	-	100.00%
8.30	8020-B	Painted Pavement Markings, Solvent	STA		86	86	\$ 47.18	\$ 4,057.48		\$ -	86	86	\$ 4,057.48	-	100.00%
8.31	8020-G	Painted Symbols and Legends, Solvent	EA		22	22	\$ 138.75	\$ 3,052.50		\$ -	22	22	\$ 3,052.50	-	100.00%
8.32	8999-G	Temporary Traffic Control - Winter Shutdown	LS		1	1	\$ 1,665.00	\$ 1,665.00		\$ -	1	1	\$ 1,665.00	-	100.00%
8.33	8999-G	Traffic Signs, Installation and Removal	EA		7	7	\$ 166.50	\$ 1,165.50		\$ -	7	7	\$ 1,165.50	-	100.00%
2.11	2999-A	Best Safety Edge	TON		330	330	\$ 24.80	\$ 8,184.00		\$ -	330	330	\$ 8,184.00	-	100.00%
7.19	7010-A	Temporary FCC Connections	SY		68	68	\$ 129.00	\$ 8,772.00		\$ -	68	68	\$ 8,772.00	-	100.00%
11.05	11.999-B	ST-28 Modifications and Grading	LS		1	1	\$ 9,657.00	\$ 9,657.00		\$ -	1	1	\$ 9,657.00	-	100.00%
TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE								\$ 4,047,283.03		\$ 364,242.70			\$ 3,683,040.33		94.95%

Previous Applications for Payment

#	Date	Amount
1	5/16/2022	\$ 51,424.45
2	6/20/2022	\$ 120,489.26
3	7/18/2022	\$ 475,828.78
4	8/15/2022	\$ 256,068.32
5	9/19/2022	\$ 623,729.53
6	10/17/2022	\$ 546,415.68
7	11/21/2022	\$ 304,390.02
8	12/19/2022	\$ 287,612.83
9	1/3/2023	\$ 25,701.29
10	4/17/2023	\$ 58,996.47
11	5/15/2023	\$ 112,265.11
12	6/19/2023	\$ 170,817.65
13	7/17/2023	\$ 271,619.25
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TOTAL \$ 3,305,358.64

Please update Payment Application Sheet

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Record of Change Orders

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

Contract Time Remaining:

CONTRACT PERIOD:	WORKING DAYS
Original Contract Date:	January 18, 2022
Start Date:	April 18, 2022
Contract Working Days	140
Added by Change Order:	24
Contract Time to Date:	199.5
Time Used to Date:	122%
Contract Time Remaining:	-22%



August 9, 2023

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

RE: NW 36TH STREET WIDENING – NW ASH DRIVE TO N ANKENY BOULEVARD
PARTIAL PAYMENT APPLICATION NO. 14
FINANCE PROJECT NO. 965.4451
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

Partial Payment Application No. 14 includes work completed between July 7, 2023, and August 5, 2023. The Contractor's work through this period includes completing all roadway pavement, pavement markings, signing, and traffic signals. We recommend payment of \$346,030.56 to the Contractor, Absolute Concrete Construction, Inc., for work completed through August 5, 2023. 95% of the total contract work has been completed and 199.5 of the 164 working days (122%) have been charged through the pay application.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the August 21, 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan M. Stoermer, P.E.
Project Manager

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$252,815.66 to All-Star Concreate, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 Payment Application #: 2

Payment Period: From: July 2, 2023 Through: August 5, 2023

Contract Summary:

Original Contract Amount:	\$	642,101.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	642,101.00	
Total Completed and Stored to Date:	\$	554,104.75	
Retainage: 5 % of Completed Work:	\$	27,705.24	
Total Earned Less Retainage:	\$	526,399.51	
Less Previous Applications for Payment:	\$	273,583.85	
SUBTOTAL:	\$	252,815.66	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	252,815.66	
Balance to Finish, Including Retainage:	\$	115,701.49	

Contract Time Remaining: 8.50 Working Days

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

Construction Contractor Approval: All Star Concrete, LLC
Firm Name

Signature: Pablo Sanchez

Date: 07.11.2023

Engineer / Consultant Approval:
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature: [Handwritten Signature]

Date: 8/11/2023

Submit to: Emily Soares - Civil Engineer 1
E-mail: ESoares@AnkenyIowa.gov Phone Number: 515-963-3542

Date Printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETED	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, Compost-amended	CY	270		270.00	\$ 70.00	\$ 18,900.00	135.00	\$ 9,450.00	0.00	135.00	\$ 9,450.00	135.00	50.00%
2.02	Excavation, Class 10	CY	660		660.00	\$ 20.00	\$ 13,200.00	0.00	\$ -	660.00	660.00	\$ 13,200.00	0.00	100.00%
2.03	Subgrade Preparation, 6" Depth	SY	3,960		3,960.00	\$ 3.00	\$ 11,880.00	0.00	\$ -	3,960.00	3,960.00	\$ 11,880.00	0.00	100.00%
2.04	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	990		990.00	\$ 5.00	\$ 4,950.00	0.00	\$ -	990.00	990.00	\$ 4,950.00	0.00	100.00%
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,960		3,960.00	\$ 12.50	\$ 49,500.00	0.00	\$ -	3,960.00	3,960.00	\$ 49,500.00	0.00	100.00%
2.06	Compaction Testing	LS	1		1.00	\$ 1,629.00	\$ 1,629.00	0.00	\$ -	1.00	1.00	\$ 1,629.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	Subdrain, Corrugated PVC, Type 2, 8" Diameter	LF	1,440		1,440.00	\$ 30.00	\$ 43,200.00	0.00	\$ -	1,390.00	1,390.00	\$ 41,700.00	50.00	96.53%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	2		2.00	\$ 1,800.00	\$ 3,600.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
4.03	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	10		10.00	\$ 450.00	\$ 4,500.00	0.00	\$ -	9.00	9.00	\$ 4,050.00	1.00	90.00%
WATER MAINS AND APPURTENANCES														
5.01	Valve Box Replacement	EA	2		2.00	\$ 850.00	\$ 1,700.00	0.00	\$ -	2.00	2.00	\$ 1,700.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake, Type SW-501, 3'-0" x 2'-0"	EA	1		1.00	\$ 3,750.00	\$ 3,750.00	0.00	\$ -	1.00	1.00	\$ 3,750.00	0.00	100.00%
6.02	Intake, Type SW-503, 3'-0" x 6'-0"	EA	1		1.00	\$ 5,200.00	\$ 5,200.00	0.00	\$ 5,200.00	0.00	1.00	\$ 5,200.00	0.00	100.00%
6.03	Intake, Type SW-505, 6'-8" x 2'-0"	EA	1		1.00	\$ 5,600.00	\$ 5,600.00	0.00	\$ -	1.00	1.00	\$ 5,600.00	0.00	100.00%
6.04	Manhole Adjustment, Sanitary, Minor, Self-Level Casting	EA	1		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ 2,500.00	0.00	1.00	\$ 2,500.00	0.00	100.00%
6.05	Manhole Adjustment, Sanitary, Minor, Two Piece Casting	EA	1		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
6.06	Manhole Adjustment, Storm, Minor, Two Piece Casting	EA	8		8.00	\$ 2,500.00	\$ 20,000.00	6.00	\$ 15,000.00	0.00	6.00	\$ 15,000.00	2.00	75.00%
6.07	Intake Adjustment, Storm, Minor, Two Piece Casting	EA	6		6.00	\$ 2,500.00	\$ 15,000.00	6.00	\$ 15,000.00	0.00	6.00	\$ 15,000.00	0.00	100.00%
6.08	Intake Adjustment, Major	EA	1		1.00	\$ 3,500.00	\$ 3,500.00	0.50	\$ 1,750.00	0.50	1.00	\$ 3,500.00	0.00	100.00%
6.09	Remove Intake	EA	4		4.00	\$ 750.00	\$ 3,000.00	1.00	\$ 750.00	3.00	4.00	\$ 3,000.00	0.00	100.00%
6.10	Intake, Type SW-503, Partial Rebuild - 48" Depth	EA	1		1.00	\$ 5,200.00	\$ 5,200.00	0.00	\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	890		890.00	\$ 72.00	\$ 64,080.00	757.00	\$ 54,504.00	0.00	757.00	\$ 54,504.00	133.00	85.06%
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,450		2,450.00	\$ 78.00	\$ 191,100.00	1,452.00	\$ 113,256.00	828.00	2,278.00	\$ 177,864.00	172.00	92.98%
7.03	Plastic Concrete Testing	LS	1		1.00	\$ 5,007.00	\$ 5,007.00	0.25	\$ 1,251.75	0.50	0.75	\$ 3,755.25	0.25	75.00%
7.04	Removal of Sidewalk	SY	230		230.00	\$ 15.00	\$ 3,450.00	161.00	\$ 2,415.00	79.00	240.00	\$ 3,600.00	0.00	100.39%
7.05	Removal of Driveway	SY	175		175.00	\$ 15.00	\$ 2,625.00	0.00	\$ -	175.00	175.00	\$ 2,625.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 4" Thick	SY	135		135.00	\$ 55.00	\$ 7,425.00	123.00	\$ 6,765.00	0.00	123.00	\$ 6,765.00	12.00	91.11%
7.07	Sidewalk, PCC, Class C, 8" Thick	SY	85		85.00	\$ 75.00	\$ 6,375.00	71.00	\$ 5,325.00	0.00	71.00	\$ 5,325.00	14.00	83.53%
7.08	Detachable Warnings, Galvanized Steel	SF	96		96.00	\$ 60.00	\$ 5,760.00	88.00	\$ 5,280.00	0.00	88.00	\$ 5,280.00	8.00	91.67%
7.09	Driveway, Paved, PCC, Class C, Type A Residential, 6" Thick	SY	175		175.00	\$ 65.00	\$ 11,375.00	175.00	\$ 11,375.00	0.00	175.00	\$ 11,375.00	0.00	100.00%
7.10	Subbase Over-excavation, 6" Depth	SY	396		396.00	\$ 12.50	\$ 4,950.00	0.00	\$ -	15.00	15.00	\$ 187.50	381.00	3.79%
7.11	Pavement Removal	SY	3,340		3,340.00	\$ 12.00	\$ 40,080.00	0.00	\$ -	3,340.00	3,340.00	\$ 40,080.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1		1.00	\$ 6,750.00	\$ 6,750.00	0.25	\$ 1,687.50	0.50	0.75	\$ 5,062.50	0.25	75.00%
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10		10.00	\$ 150.00	\$ 1,500.00	0.00	\$ -	10.00	10.00	\$ 1,500.00	0.00	100.00%
8.03	Traffic Signs, No Parking (R8-3), 12" x 12"	EA	2		2.00	\$ 300.00	\$ 600.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
8.04	U-Shaped Rail Steel Posts	EA	2		2.00	\$ 175.00	\$ 350.00	0.00	\$ -	0.00	0.00	\$ -	2.00	0.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.5		0.50	\$ 2,750.00	\$ 1,375.00	0.00	\$ -	0.00	0.00	\$ -	0.50	0.00%
9.02	Conventional Seeding and Fertilizing, Type 4	AC	0.5		0.50	\$ 1,750.00	\$ 875.00	0.00	\$ -	0.00	0.00	\$ -	0.50	0.00%
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	1.0		1.00	\$ 3,500.00	\$ 3,500.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
9.04	Intake Protection Device, Surface-applied	EA	11		11.00	\$ 550.00	\$ 5,500.00	0.00	\$ -	11.00	11.00	\$ 5,500.00	0.00	100.00%
9.05	Intake Protection Device, Drop-In	EA	11		11.00	\$ 155.00	\$ 1,705.00	5.50	\$ 852.50	0.00	5.50	\$ 852.50	5.50	50.00%
9.06	Intake Protection Device, Maintenance	EA	11		11.00	\$ 20.00	\$ 220.00	0.00	\$ -	0.00	0.00	\$ -	11.00	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1		1.00	\$ 41,610.00	\$ 41,610.00	0.25	\$ 10,402.50	0.50	0.75	\$ 31,207.50	0.25	75.00%
11.02	Maintenance of Pothole Service	LS	1		1.00	\$ 1,830.00	\$ 1,830.00	0.25	\$ 457.50	0.50	0.75	\$ 1,372.50	0.25	75.00%
11.03	Maintenance of Solid Waste Collection	LS	1		1.00	\$ 3,900.00	\$ 3,900.00	0.50	\$ 1,950.00	0.50	1.00	\$ 3,900.00	0.00	100.00%
11.04	Temporary Pedestrian Ramp	EA	8		8.00	\$ 1,750.00	\$ 14,000.00	0.00	\$ -	4.00	4.00	\$ 7,000.00	4.00	50.00%
11.05	Concrete Washout, Containers	LS	1		1.00	\$ 1,800.00	\$ 1,800.00	0.50	\$ 900.00	0.25	0.75	\$ 1,350.00	0.25	75.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -	\$ -	\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 642,101.00 PAY PERIOD = \$ 286,101.75

COMPLETED = \$ 554,104.75

86.30%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 273,583.85
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
1		
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15		

CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	40.0
Added by Change Order:	
Total Working Days:	40.0
Working Days Used to Date:	41.5
Working Days Remaining:	(1.5)

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 273,583.85



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

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 \$822,488.15 to Alliance Construction Group, LLC, for construction services on the SW State Street Reconstruction Project - Southbound Lanes.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 Payment Application #: 2

Payment Period: From: July 2, 2023 Through: August 5, 2023

Contract Summary:

Original Contract Amount: \$ 1,407,593.05
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 1,407,593.05

Total Completed and Stored to Date: \$ 1,022,867.40
Retainage: 5 % of Completed Work: \$ 51,143.37
Total Earned Less Retainage: \$ 971,724.03
Less Previous Applications for Payment: \$ 149,235.88
SUBTOTAL: \$ 822,488.15

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 822,488.15

Balance to Finish, Including Retainage: \$ 435,869.02

Contract Time Remaining: 47.00 Working Days

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

Construction Contractor Approval: Alliance Construction Group, LLC
Firm Name

Ryan McKinney
Signature

8/8/2023
Date

Engineer / Consultant Approval: _____
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Matthew Grgurich
Signature

8/8/2023
Date

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

Date Printed: 8/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, On-Site, 6" Depth	CY	455.00		455.00	\$ 8.25	\$ 3,753.75		\$ -		0.00	\$ -	455.00	0.00%
2.02	Excavation, Class 10	CY	2,492.00		2,492.00	\$ 5.25	\$ 13,083.00		\$ -	1993.00	1,993.00	\$ 10,463.25	499.00	79.88%
2.03	Subgrade Preparation, 6" Depth	SY	10,102.00		10,102.00	\$ 3.15	\$ 31,821.30	2,000.00	\$ 6,300.00	6061.00	8,061.00	\$ 25,392.15	2,041.00	79.80%
2.04	Subgrade Treatment, Geogrid, Triangular	SY	2,500.00		2,500.00	\$ 9.75	\$ 24,375.00	58.00	\$ 548.00		58.00	\$ 548.00	2,444.00	2.24%
2.05	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	10,102.00		10,102.00	\$ 13.50	\$ 136,377.00	8,000.00	\$ 108,000.00		8,000.00	\$ 108,000.00	2,102.00	79.19%
2.06	Compaction Testing	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.30	\$ 750.00		0.60	\$ 1,500.00	0.40	60.00%
TRENCH EXCAVATION AND BACKFILL														
SEWERS AND DRAINS														
4.01	Storm Sewer, Trenched, Class III RCP, 15" Diameter	LF	16.00		16.00	\$ 180.00	\$ 2,880.00	16.00	\$ 2,880.00		16.00	\$ 2,880.00	0.00	100.00%
4.02	Storm Sewer, Trenched, Class III RCP, 18" Diameter	LF	8.00		8.00	\$ 185.00	\$ 1,480.00	8.00	\$ 1,480.00		8.00	\$ 1,480.00	0.00	100.00%
4.03	Removal of Storm Sewer, Less than 35" Diameter	LF	24.00		24.00	\$ 72.00	\$ 1,728.00	24.00	\$ 1,728.00		24.00	\$ 1,728.00	0.00	100.00%
4.04	Subdrain, Corrugated PVC, Type 1, Case C, 6" Diameter	LF	2,138.00		2,138.00	\$ 20.00	\$ 42,760.00	2,000.00	\$ 40,000.00		2,000.00	\$ 40,000.00	138.00	93.55%
4.05	Subdrain, Corrugated PVC, Type 1, Case C, 8" Diameter	LF	370.00		370.00	\$ 24.00	\$ 8,880.00	370.00	\$ 8,880.00		370.00	\$ 8,880.00	0.00	100.00%
4.06	Subdrain, Corrugated PVC, Type 2, case D, 8" Diameter	LF	51.00		51.00	\$ 24.00	\$ 1,224.00	51.00	\$ 1,224.00		51.00	\$ 1,224.00	0.00	100.00%
4.07	Subdrain Cleanout, Type B, 24" Diameter	EA	8.00		8.00	\$ 1,875.00	\$ 15,000.00		\$ -		0.00	\$ -	8.00	0.00%
4.08	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	6.00		6.00	\$ 400.00	\$ 2,400.00	6.00	\$ 2,400.00		6.00	\$ 2,400.00	0.00	100.00%
4.09	Subdrain Outlets and Connections, PVC, 8" Diameter	EA	1.00		1.00	\$ 400.00	\$ 400.00		\$ -		0.00	\$ -	1.00	0.00%
4.10	Removal of Subdrain	LF	415.00		415.00	\$ 3.50	\$ 1,452.50	415.00	\$ 1,452.50		415.00	\$ 1,452.50	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	Water Service Stop Box Assembly	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	3.00	3.00	\$ 6,000.00	(1.00)	150.00%
5.02	Valve, Gate, 6" Diameter	EA	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	1.00	1.00	\$ 2,800.00	0.00	100.00%
5.03	Valve Removal	EA	2.00		2.00	\$ 3,200.00	\$ 6,400.00		\$ -	2.00	2.00	\$ 6,400.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake, SW-505, Cast-In-Place	EA	2.00		2.00	\$ 7,500.00	\$ 15,000.00		\$ -	2.00	2.00	\$ 15,000.00	0.00	100.00%
6.02	Manhole Adjustment, Sanitary, Minor, Type C Casting	EA	1.00		1.00	\$ 2,600.00	\$ 2,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.03	Intake Adjustment, Minor, SW-505	EA	1.00		1.00	\$ 2,600.00	\$ 2,600.00	1.00	\$ 2,600.00		1.00	\$ 2,600.00	0.00	100.00%
6.04	Remove Intake	EA	2.00		2.00	\$ 2,600.00	\$ 5,200.00		\$ -	2.00	2.00	\$ 5,200.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 9" Depth	SY	8,751.00		8,751.00	\$ 79.00	\$ 691,329.00	8,000.00	\$ 632,000.00		8,000.00	\$ 632,000.00	751.00	91.42%
7.02	Concrete Median, Class C or C-SUD, 6" Depth	SY	115.00		115.00	\$ 65.00	\$ 7,475.00		\$ -		0.00	\$ -	115.00	0.00%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00	0.25	\$ 2,375.00		0.25	\$ 2,375.00	0.75	25.00%
7.04	Removal of Sidewalk	SY	14.00		14.00	\$ 120.00	\$ 1,680.00	14.00	\$ 1,680.00		14.00	\$ 1,680.00	0.00	100.00%
7.05	Removal of Driveway	SY	59.00		59.00	\$ 95.00	\$ 5,605.00		\$ -		0.00	\$ -	59.00	0.00%
7.06	Sidewalk, PCC, Class C, 4" Depth	SY	14.00		14.00	\$ 115.00	\$ 1,610.00		\$ -		0.00	\$ -	14.00	0.00%
7.07	Sidewalk, PCC, Class C, 6" Depth	SY	22.00		22.00	\$ 115.00	\$ 2,530.00		\$ -		0.00	\$ -	22.00	0.00%
7.08	Detectable Warnings, Galvanized Steel	SF	20.00		20.00	\$ 120.00	\$ 2,400.00		\$ -		0.00	\$ -	20.00	0.00%
7.09	Driveway, Paved, Type A with Radii, PCC, Class C, 7" Depth	SY	49.00		49.00	\$ 80.00	\$ 3,920.00		\$ -		0.00	\$ -	49.00	0.00%
7.10	Full Depth Patches, 9" Depth	SY	428.00		428.00	\$ 115.00	\$ 49,220.00		\$ -		0.00	\$ -	428.00	0.00%
7.11	Subbase Over-Excavation, 6" Depth	TON	320.00		320.00	\$ 14.00	\$ 4,480.00	11.00	\$ 154.00		11.00	\$ 154.00	309.00	3.44%
7.12	Pavement Removal	SY	8,571.00		8,571.00	\$ 8.75	\$ 74,986.25		\$ -	6428.00	6,428.00	\$ 56,245.00	2,143.00	75.00%
TRAFFIC CONTROL														
8.01	Traffic Signal Modification, SW State Street and SW Ordinance Road	LS	1.00		1.00	\$ 14,750.00	\$ 14,750.00		\$ -		0.00	\$ -	1.00	0.00%
8.02	Traffic Signal Modification, Temporary, SW State St and SW Ordinance Rd	LS	1.00		1.00	\$ 2,300.00	\$ 2,300.00		\$ -		0.00	\$ -	1.00	0.00%
8.03	Traffic Signal Modification, Temporary, SW State St and West First St	LS	1.00		1.00	\$ 3,200.00	\$ 3,200.00		\$ -	0.50	0.50	\$ 1,600.00	0.50	50.00%
8.04	Painted Pavement Markings, Durable	STA	38.39		38.39	\$ 225.00	\$ 8,637.75		\$ -		0.00	\$ -	38.39	0.00%
8.05	Wet, Retroreflective Removable Tape Markings	STA	1.40		1.40	\$ 525.00	\$ 735.00		\$ -		0.00	\$ -	1.40	0.00%
8.06	Painted Symbols and Legends, Durable	EA	8.00		8.00	\$ 425.00	\$ 3,400.00		\$ -		0.00	\$ -	8.00	0.00%
8.07	Raised Pavement Markers	EA	160.00		160.00	\$ 6.50	\$ 1,040.00		\$ -		0.00	\$ -	160.00	0.00%
8.08	Pavement Markings Removed, Waterblasting	STA	20.20		20.20	\$ 115.00	\$ 2,323.00		\$ -		0.00	\$ -	20.20	0.00%
8.09	Symbols and Legends Removed, Waterblasting	EA	1.00		1.00	\$ 325.00	\$ 325.00		\$ -		0.00	\$ -	1.00	0.00%
8.10	Grooves Cut for Pavement Markings	STA	37.02		37.02	\$ 125.00	\$ 4,627.50		\$ -		0.00	\$ -	37.02	0.00%
8.11	Grooves Cut for Symbols and Legends	EA	5.00		5.00	\$ 200.00	\$ 1,000.00		\$ -		0.00	\$ -	5.00	0.00%
8.12	Temporary Traffic Control	LS	1.00		1.00	\$ 40,000.00	\$ 40,000.00	0.20	\$ 8,000.00	0.20	0.40	\$ 16,000.00	0.60	40.00%
8.13	Portable Dynamic Message Sign (PDMS)	COAY	20.00		20.00	\$ 130.00	\$ 2,600.00		\$ -	15.00	15.00	\$ 1,950.00	5.00	75.00%
8.14	Traffic Signs by Area	SF	12.00		12.00	\$ 40.00	\$ 480.00		\$ -		0.00	\$ -	12.00	0.00%
8.15	Wood Posts	LF	24.00		24.00	\$ 40.00	\$ 960.00		\$ -		0.00	\$ -	24.00	0.00%
8.16	Round Steel Posts	LF	30.00		30.00	\$ 90.00	\$ 2,700.00		\$ -		0.00	\$ -	30.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.17	Round Steel Post Anchors	EA	3.00		3.00	\$ 325.00	\$ 975.00		\$ -		0.00	\$ -	3.00	0.00%
8.18	Remove and Reinstall Traffic Signs	EA	7.00		7.00	\$ 225.00	\$ 1,575.00		\$ -		0.00	\$ -	7.00	0.00%
8.19	Remove and Salvage Traffic Sign Assembly	EA	3.00		3.00	\$ 125.00	\$ 375.00		\$ -		0.00	\$ -	3.00	0.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.20		1.20	\$ 175.00	\$ 210.00		\$ -		0.00	\$ -	1.20	0.00%
9.02	Conventional Seeding and Fertilizing, Type 6	AC	1.20		1.20	\$ 2,300.00	\$ 2,760.00		\$ -		0.00	\$ -	1.20	0.00%
9.03	Filter Sock, 9" Diameter	LF	100.00		100.00	\$ 2.25	\$ 225.00		\$ -		0.00	\$ -	100.00	0.00%
9.04	Filter Sock, Removal	LF	100.00		100.00	\$ 0.50	\$ 50.00		\$ -		0.00	\$ -	100.00	0.00%
9.05	Erosion Control Mulching, Hydromulching, Bonded Fiber Matrix (BFM)	AC	2.40		2.40	\$ 3,400.00	\$ 8,160.00		\$ -		0.00	\$ -	2.40	0.00%
9.06	Inlet Protection Device, Surface-applied	EA	3.00		3.00	\$ 75.00	\$ 225.00	1.50	\$ 112.50		1.50	\$ 112.50	1.50	50.00%
9.07	Inlet Protection Device, Drop-in	EA	8.00		8.00	\$ 175.00	\$ 1,400.00		\$ -		0.00	\$ -	8.00	0.00%
9.08	Inlet Protection Device, Maintenance	EA	16.00		16.00	\$ 30.00	\$ 480.00		\$ -		0.00	\$ -	16.00	0.00%
DEMOLITION														
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 85,000.00	\$ 85,000.00	0.25	\$ 21,250.00	0.25	0.50	\$ 42,500.00	0.50	50.00%
11.02	Temporary Granular Driveway	TON	78.00		78.00	\$ 60.00	\$ 4,680.00		\$ -	39.00	39.00	\$ 2,340.00	39.00	50.00%
11.03	Concrete Washout, Roll-off Container	LS	1.00		1.00	\$ 5,500.00	\$ 5,500.00	0.25	\$ 1,375.00		0.25	\$ 1,375.00	0.75	25.00%
ELECTRICAL RELOCATION														
12.01	Conduit, Gray HDPE, 2" Diameter, trench or Trenchless	LF	645.00		645.00	\$ 16.00	\$ 10,320.00	645.00	\$ 10,320.00		645.00	\$ 10,320.00	0.00	100.00%
12.02	Power Cable 2-3C #6 AWG, Tracer Wire, and Pull Rope	LF	790.00		790.00	\$ 13.00	\$ 10,270.00	790.00	\$ 10,270.00		790.00	\$ 10,270.00	0.00	100.00%
12.03	Type I Handhole, 24" Diameter, Precast Concrete	EA	3.00		3.00	\$ 950.00	\$ 2,850.00		\$ -		0.00	\$ -	3.00	0.00%
CHANGE ORDER ITEMS														
13.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
13.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
13.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
13.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
13.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,407,593.05 PAY PERIOD = \$ 865,777.00

COMPLETED = \$1,022,867.40

72.67%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 149,235.88
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Previous Applications for Payment:

No.	Date	Amount
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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

Contract Working Days: 75.0
Added by Change Order:
Total Working Days: 75.0
Working Days Used to Date: 43.0
Working Days Remaining: 32.0

Full Completion:

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

PREVIOUS PAY APPS TOTAL = \$ 149,235.88



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$54,769.87 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 Payment Application #: 3
Payment Period: From: July 2, 2023 Through: August 5, 2023

Contract Summary:

Original Contract Amount:	\$	491,807.50	
Net Change by Change Orders:	\$	13,700.00	
Contract Amount to Date: (line 1 ± 2)	\$	505,507.50	
Total Completed and Stored to Date:	\$	289,506.35	
Retainage: <u>5</u> % of Completed Work:	\$	14,475.32	
Total Earned Less Retainage:	\$	275,031.03	
Less Previous Applications for Payment:	\$	220,261.16	
SUBTOTAL:	\$	54,769.87	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	54,769.87	
Balance to Finish, Including Retainage:	\$	230,476.47	

Contract Time Remaining: 27.50 Working Days

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

Construction Contractor Approval: Alliance Construction Group, LLC
Firm Name
Ryan McKinney 8/11/2023
Signature Date

Engineer / Consultant Approval: _____
Firm Name

Signature Date

City of Ankeny Staff Approval: Matthew Grgurich 8/11/2023
Signature Date

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

Date Printed: 8/8/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Excavation, Class 10	CY	505.00		505.00	\$ 25.00	\$ 12,625.00	58.00	\$ 1,450.00	390.00	448.00	\$ 11,200.00	57.00	88.71%
2.02	Subgrade Preparation, 6" Depth	SY	3,025.00		3,025.00	\$ 3.00	\$ 9,075.00		\$ -	1512.00	1,512.00	\$ 4,536.00	1,513.00	49.98%
2.03	Subgrade Treatment, Geogrid, Triangular, Type 3	SY	755.00		755.00	\$ 5.00	\$ 3,775.00		\$ -		0.00	\$ -	755.00	0.00%
2.04	Subbase, Modified, Virgin Aggregate, 6" Depth	SY	3,025.00		3,025.00	\$ 12.50	\$ 37,812.50		\$ -	1512.00	1,512.00	\$ 18,900.00	1,513.00	49.98%
2.05	Compaction Testing	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00		\$ -	0.30	0.30	\$ 1,200.00	0.70	30.00%
SEWERS AND DRAINS														
4.01	Subdrain, Corrugated PVC, Type 1, 6" Diameter	LF	830.00		830.00	\$ 17.00	\$ 14,110.00		\$ -	390.00	390.00	\$ 6,630.00	440.00	46.99%
4.02	Subdrain Cleanout, Type B, 24" Diameter	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ 2,500.00		1.00	\$ 2,500.00	0.00	100.00%
4.03	Subdrain Outlets and Connections, PVC, 6" Diameter	EA	4.00		4.00	\$ 350.00	\$ 1,400.00	2.00	\$ 700.00	1.00	3.00	\$ 1,050.00	1.00	75.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake Adjustment, Minor, Single Grate	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.02	Intake Adjustment, Minor, Double Grate	EA	1.00		1.00	\$ 2,100.00	\$ 2,100.00	1.00	\$ 2,100.00		1.00	\$ 2,100.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 9" Thick	SY	2,525.00		2,525.00	\$ 87.50	\$ 220,937.50	161.00	\$ 14,087.50	1278.00	1,439.00	\$ 125,912.50	1,086.00	56.99%
7.02	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 9" Thick	LF	50.00		50.00	\$ 100.00	\$ 5,000.00		\$ -		0.00	\$ -	50.00	0.00%
7.03	Plastic Concrete Testing	LS	1.00		1.00	\$ 4,500.00	\$ 4,500.00	0.20	\$ 900.00	0.30	0.50	\$ 2,250.00	0.50	50.00%
7.04	Removal of Sidewalk	SY	100.00		100.00	\$ 15.00	\$ 1,500.00	30.00	\$ 450.00		30.00	\$ 450.00	70.00	30.00%
7.05	Removal of Driveway	SY	300.00		300.00	\$ 15.00	\$ 4,500.00		\$ -	207.90	207.90	\$ 3,118.50	92.10	69.30%
7.06	Sidewalk, PCC, 4" Thick	SY	140.00		140.00	\$ 58.00	\$ 8,120.00	20.00	\$ 1,160.00		20.00	\$ 1,160.00	120.00	14.29%
7.07	Sidewalk, PCC, 6" Thick	SY	55.00		55.00	\$ 55.00	\$ 3,025.00	13.00	\$ 715.00		13.00	\$ 715.00	42.00	23.64%
7.08	Detectable Warnings, Galvanized Steel	SF	84.00		84.00	\$ 85.00	\$ 7,140.00	24.00	\$ 2,040.00		24.00	\$ 2,040.00	60.00	28.57%
7.09	Driveway, Paved, PCC, Class C, Type A Commercial, 7" Thick	SY	310.00		310.00	\$ 60.00	\$ 18,600.00	175.00	\$ 10,500.00		175.00	\$ 10,500.00	135.00	56.45%
7.10	Subbase Over-excavation, 6" Depth	SY	300.00		300.00	\$ 8.00	\$ 2,400.00		\$ -	78.00	78.00	\$ 624.00	222.00	26.00%
7.11	Pavement Removal, PCC	SY	2,525.00		2,525.00	\$ 12.00	\$ 30,300.00		\$ -	2341.60	2,341.60	\$ 28,101.60	183.20	92.74%
7.12	Curb and Gutter Removal, 2.0' Wide	LF	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -		0.00	\$ -	50.00	0.00%
TRAFFIC CONTROL														
8.01	Traffic Signal Modification, SE Creekview Drive and SE Oralabor Road	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	0.50	0.50	\$ 1,250.00	0.50	50.00%
8.02	Painted Pavement Markings, Durable	STA	3.00		3.00	\$ 950.00	\$ 2,850.00		\$ -		0.00	\$ -	3.00	0.00%
8.03	Grooves Cut for Pavement Markings	STA	3.00		3.00	\$ 450.00	\$ 1,350.00		\$ -		0.00	\$ -	3.00	0.00%
8.04	Temporary Traffic Control	LS	1.00		1.00	\$ 23,000.00	\$ 23,000.00		\$ -	0.50	0.50	\$ 11,500.00	0.50	50.00%
8.05	Portable Dynamic Message Sign (PDMS)	CDAY	15.00		15.00	\$ 170.00	\$ 2,550.00		\$ -	15.00	15.00	\$ 2,550.00	0.00	100.00%
8.06	Temporary Lane Separator System (TLSS)	LF	875.00		875.00	\$ 14.50	\$ 12,687.50		\$ -	437.50	437.50	\$ 6,343.75	437.50	50.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.50		0.50	\$ 1,000.00	\$ 500.00		\$ -		0.00	\$ -	0.50	0.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.50		0.50	\$ 5,000.00	\$ 2,500.00		\$ -		0.00	\$ -	0.50	0.00%
9.03	Inlet Protection Device, Surface-applied	EA	3.00		3.00	\$ 200.00	\$ 600.00	2.00	\$ 400.00		2.00	\$ 400.00	1.00	66.67%
9.04	Inlet Protection Device, Drop-in	EA	3.00		3.00	\$ 200.00	\$ 600.00		\$ -		0.00	\$ -	3.00	0.00%
9.05	Inlet Protection Device, Maintenance	EA	6.00		6.00	\$ 50.00	\$ 300.00		\$ -		0.00	\$ -	6.00	0.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 40,000.00	\$ 40,000.00	0.20	\$ 8,000.00	0.50	0.70	\$ 28,000.00	0.30	70.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 3,250.00	\$ 3,250.00	0.20	\$ 650.00	0.50	0.70	\$ 2,275.00	0.30	70.00%
11.03	Concrete Washout	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.25	\$ 500.00		0.25	\$ 500.00	0.75	25.00%
CHANGE ORDER ITEMS														
12.01	Clearing and Grubbing	LS	0.00	1.00	1.00	\$ 2,200.00	\$ 2,200.00		\$ -	1.00	1.00	\$ 2,200.00	0.00	100.00%
12.02	Intake, SW-505, Cast-In-Place	EA	0.00	1.00	1.00	\$ 7,650.00	\$ 7,650.00	1.00	\$ 7,650.00		1.00	\$ 7,650.00	0.00	100.00%
12.03	Remove Intake	EA	0.00	1.00	1.00	\$ 3,850.00	\$ 3,850.00	1.00	\$ 3,850.00		1.00	\$ 3,850.00	0.00	100.00%
12.04			0.00		0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05			0.00		0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 505,507.50 PAY PERIOD = \$ 57,652.50

COMPLETED = \$ 289,506.35

57.27%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 8,449.06
2	July 17, 2023	\$ 211,812.10
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 220,261.16

Record of Change Orders:

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

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	32.5
Working Days Remaining:	17.5

Full Completion:

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

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 \$4,232.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21st, 2023 Payment Application #: 5
Payment Period: From: June 1, 2023 Through: June 23, 2023

Contract Summary:

Original Contract Amount:	\$	34,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	34,400.00	
Total Completed and Stored to Date:	\$	23,008.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	23,008.50	
Less Previous Applications for Payment:	\$	18,776.50	
SUBTOTAL:	\$		4,232.00
OTHER CHARGES:	\$		-
CURRENT PAYMENT DUE:	\$		4,232.00
Balance to Finish, Including Retainage:	\$	11,391.50	

Contract Time Remaining: 37.00 Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature

Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	April 17, 2023	\$ 1,403.00
2	May 19, 2023	\$ 8,156.00
3	June 5, 2023	\$ 4,170.50
4	July 3, 2023	\$ 5,047.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 18,776.50

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	123.0
Working Days Remaining:	37.0

Full Completion:

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

**BOLTON
& MENK**

Real People. Real Solutions.

Ankeny PRA9 Concept Study Monthly Progress Report

Date: July 7, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Started draft report. Finalized analysis. Began development of project concepts and cost estimates for final report.

Upcoming Major Work Items

Finalize options and cost estimates. Finish drafting report.

Potential Scope/Schedule Changes

Not a scope change, but we are tracking over on analysis. Will use the extra in tasks 1 and 2 to cover the overage in task 3.

Budget Status/Percent Complete

(through current invoice period 6/23/2023)

Task Number and Description		Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1:	Project Management/Engagement	\$ 3,000.00	\$ 1,374.50	\$ 916.00	\$ 709.50	70%	76%
Task 2:	Data Collection	\$ 4,159.00	\$ -	\$ 4,159.00	\$ -	100%	100%
Task 3:	Existing and Future Analysis	\$ 13,000.00	\$ 1,326.50	\$ 11,271.50	\$ 402.00	95%	97%
Task 4:	Concept and Cost Estimates	\$ 8,241.00	\$ 1,350.00	\$ -	\$ 6,891.00	15%	16%
Task 5:	Report	\$ 6,000.00	\$ 181.00	\$ 2,430.00	\$ 3,389.00	40%	44%
TOTAL		\$ 34,400.00	\$ 4,232.00	\$ 18,776.50	\$ 11,391.50	65%	67%

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

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900

507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

July 20, 2023
 Project No: 0T4.130105
 Invoice No: 0317004
 Client Account: ANKENY_CI_IA

Ankeny/PRA9 Concept Study

Project Management and Engagement (001)

Professional Services

	Hours	Amount	
Senior Planner	1.00	198.00	
Senior Project Engineer	6.50	1,176.50	
Totals	7.50	1,374.50	
Total Labor			1,374.50
Total this Task			\$1,374.50

Existing and Future Analysis (003)

Professional Services

	Hours	Amount	
Design Engineer	5.50	731.50	
Project Engineer	3.50	595.00	
Totals	9.00	1,326.50	
Total Labor			1,326.50
Total this Task			\$1,326.50

Concept and Cost Estimates (004)

Professional Services

	Hours	Amount	
Design Engineer	10.00	1,350.00	
Totals	10.00	1,350.00	
Total Labor			1,350.00
Total this Task			\$1,350.00

Report (005)

Professional Services

	Hours	Amount	
Senior Project Engineer	1.00	181.00	
Totals	1.00	181.00	
Total Labor			181.00

Project	OT4.130105	Ankeny/PRA9 Concept Study	Invoice	0317004
Total this Task			\$181.00	
Total this Invoice			\$4,232.00	

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

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$4,428.50 to Bolton & Menk, Inc., for engineering services on the SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Corporate Woods Drive & Crosswinds Drive Traffic Signalization
Contractor: Bolton & Menk, Inc.
Address: 1960 Premier Drive, Mankato, MN 56001
Finance Budget Code: 965.3965.4210 Finance Project #: 889-965.4210
Vendor Project #: 889.3889.4210 Purchase Order #: NA
Original Contract Date: May 15, 2023 Vendor Account #: 9283

Date of Council Meeting: August 21, 2023 Payment Application #: 1
Payment Period: From: May 24, 2023 Through: June 23, 2023

Contract Summary:

Original Contract Amount:	\$	39,000.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	39,000.00	
Total Completed and Stored to Date:	\$	4,428.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	4,428.50	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:	\$	4,428.50	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	4,428.50	

Balance to Finish, Including Retainage: \$ 34,571.50

Contract Time Remaining: 123.00 Working Days

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

Construction Contractor Approval: NA
Firm Name

Signature Date

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature: Jennifer McCoy Date: 7/7/23

City of Ankeny Staff Approval:

Signature: Leslie Hart Date: 8/3/23

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

Date Printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ -

Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	37.0
Working Days Remaining:	123.0

Full Completion:

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

**BOLTON
& MENK**

Real People. Real Solutions.

Ankeny Corp Woods Signal Monthly Progress Report

Date: July 7, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Started site survey

Upcoming Major Work Items

Project layout and railroad coordination

Potential Scope/Schedule Changes**Budget Status/Percent Complete**

(through current invoice period 6/23/2023)

Task Number and Description	Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1: Signal Design	\$ 39,000.00	\$ 4,428.50	\$ -	\$ 34,571.50	10%	11%
TOTAL	\$ 39,000.00	\$ 4,428.50	\$ -	\$ 34,571.50	10%	11%

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

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager


**BOLTON
& MENK**

Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900

507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com

To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

July 20, 2023

Project No: OT4.131019

Invoice No: 0317003

Client Account: ANKENY_CI_IA

Ankeny/Corporate Woods Dr/Crosswinds Dr
Project Management (001)
Professional Services

	Hours	Amount	
Administrative	.50	49.00	
Project Engineer	1.50	248.00	
Senior Planner	1.00	198.00	
Totals	3.00	495.00	
Total Labor			495.00
Total this Task			\$495.00

Topo Survey & ROW Mapping (002)
Professional Services

	Hours	Amount	
Survey Technician	17.50	2,345.00	
Project Manager	1.00	171.00	
Totals	18.50	2,516.00	
Total Labor			2,516.00
Total this Task			\$2,516.00

Final Design Plans & Specifications (003)
Professional Services

	Hours	Amount	
Design Engineer	10.50	1,417.50	
Totals	10.50	1,417.50	
Total Labor			1,417.50
Total this Task			\$1,417.50
Total this Invoice			\$4,428.50

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

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$8,896.50 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Otter Creek Trunk Sewer Extension - Phase 4

Contractor: Civil Design Advantage

Address: 4121 NW Urbandale Drive, Urbandale, IA 50322

Finance Budget Code: 655.3655.4210 Finance Project Code: 655.4210

Vendor Project or Invoice #: _____ PO # _____

Original Contract Date: May 15, 2023 Vendor # 2407

Date of Council Meeting 8/21/2023 PAYMENT REQUEST # 3

PAYMENT PERIOD: From: 06/26/23 through: 07/30/23

Contract Summary

Original Contract Amount: \$ 148,500.00

Net change by Change Orders: \$ -

Contract Amount to Date: (line 1 ± 2) \$ 148,500.00

Total completed and stored to date: \$ 49,929.78

Retainage: _____ % of Completed Work: \$ -

Total Earned less Retainage: \$ 49,929.78

Less previous applications for payment: \$ 41,033.28

SUBTOTAL \$ 8,896.50

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

CURRENT PAYMENT DUE \$ 8,896.50

Balance to finish, including retainage: \$ 98,570.22

Contract Time Remaining (If applicable) _____ - CALENDAR DAYS

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

Construction Contractor Approval: _____
Firm Name

Signature _____ Date _____

Engineer/Consultant Approval: Civil Design Advantage
Firm Name

Eric Schultz 08/09/2023
Signature Date

City of Ankeny Staff Approval Don Clark 8/9/23
Signature Date

Submit to: _____

Email: _____ Phone: _____ Fax: _____

Date Printed: 8/9/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	6/19/2023	\$ 15,410.28
2	7/17/2023	\$ 25,623.00
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TOTAL \$ 41,033.28

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TOTAL		\$ -

Contract Time Remaining:

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

Invoice

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

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

August 7, 2023
Project No: 2304.288
Invoice No: 41829
Due Date: September 6, 2023

Project 2304.288 C. Ankeny - Otter Creek Trunk Sewer Ph 4
Professional Services from June 26, 2023 through July 30, 2023

Task 103 Topo/Boundary Survey

Professional Personnel

	Hours	Rate	Amount	
Technician 1	1.75	58.00	101.50	
Project Manager 6	2.00	147.00	294.00	
Total Labor				395.50
			Total this Task	\$395.50

Task 206 Wetland Services (Impact 7G)

Total this Task 0.00

Task 222 Joint Application

Professional Personnel

	Hours	Rate	Amount	
Engineer 7	.50	161.00	80.50	
Total Labor				80.50
			Total this Task	\$80.50

Task 302 Construction Drawing Preparation

Professional Personnel

	Hours	Rate	Amount	
Principal/Senior Engineer	10.00	198.00	1,980.00	
Engineer 2	35.50	102.00	3,621.00	
Engineer 7	14.00	161.00	2,254.00	
Technician 1	9.75	58.00	565.50	
Total Labor				8,420.50
			Total this Task	\$8,420.50

Task 701 Soils Investigation (ABE)

Total this Task 0.00

Task 998 Permits & Fees

Total this Task 0.00

Task 999 Reimbursable Expenses

Total this Task 0.00

Project	2304.288	C. Ankeny - Otter Creek Trunk Sewer Ph 4		Invoice	41829
Billing Limits		Current	Prior	To-Date	
Total Billings		8,896.50	41,033.28	49,929.78	
Limit				148,500.00	
Remaining				98,570.22	
Total this Invoice				<u><u>\$8,896.50</u></u>	

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

Project Manager Eric Schulte



CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

August 09, 2023

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

RE: Billing Information Report #3
Otter Creek Trunk Sewer Extension – Phase 4
Ankeny, Iowa
CDA 2304.288

Dear Don:

Enclosed is a copy of Billing Information Report #3 for Otter Creek Trunk Sewer Extension – Phase 4.

During this time, Civil Design Advantage submitted preliminary construction drawings and a preliminary opinion of cost and performed a quality control review for the Otter Creek Trunk Sewer Extension – Phase 4 project.

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Eric Schulte, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$770,595.15 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: July 2, 2023 Through: July 29, 2023

Contract Summary

Original Contract Amount:	\$	9,993,000.00	
Net change by Change Orders:	\$	16,696.00	
Contract Amount to Date: (line 1 ± 2)	\$	10,009,696.00	
Total completed and stored to date:	\$	2,392,735.17	
Retainage: % of Completed Work:	\$	30,000.00	(Per Iowa DOT Specifications)
Total Earned less Retainage:	\$	2,362,735.17	
Less previous applications for payment:	\$	1,592,140.02	
SUBTOTAL			\$ 770,595.15

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 770,595.15

Balance to finish, including retainage: \$ 7,646,960.83

Contract Time Remaining (If applicable)	46.50	Working Days	(2023)
Contract Time Remaining (If applicable)	120.00	Working Days	(2024)

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

Construction Contractor Approval: Elder Corporation
Wade Harris, P.E. Digitally signed by Wade Harris, P.E.
DN: cn=Wade Harris, o=Elder Corporation, ou=Contract Manager, email=Wade.Harris@elder.com, c=US
Signature _____ Date 8/10/23

Engineer / Consultant Approval: Snyder & Associates, Inc.
Jordan Stoermer Digitally signed by Jordan Stoermer
DN: cn=Jordan Stoermer, o=Snyder & Associates, Inc., ou=Project Engineer, email=JStoermer@snyder-associates.com, c=US
Signature _____ Date 8/11/2023

City of Ankeny Staff Approval:
Adam Lust Digitally signed by Adam Lust
DN: cn=Adam Lust, o=City of Ankeny, ou=City Engineer, email=Adam.Lust@AnkenyIowa.gov, c=US
Signature _____ Date 08/11/23

Submit to: Adam Lust
E-mail: ALust@AnkenyIowa.gov **Phone:** (515) 963-3537 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL																																	
ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY DIVISION 1 (BY CHANGE ORDER)	QUANTITY CHANGE DIVISION 1 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 2 (BY CHANGE ORDER)	QUANTITY CHANGE DIVISION 2 (BY CHANGE ORDER)	ORIGINAL PROPOSED QUANTITY DIVISION 3 (BY CHANGE ORDER)	QUANTITY CHANGE DIVISION 3 (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD DIVISION 1	TOTAL QUANTITY THIS PAY PERIOD DIVISION 2	TOTAL QUANTITY THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD DIVISION 1	TOTAL VALUE THIS PAY PERIOD DIVISION 2	TOTAL VALUE THIS PAY PERIOD DIVISION 3	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 2 PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 3 PREVIOUS PAY PERIODS	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY DIVISION 1 COMPLETE	TOTAL QUANTITY DIVISION 2 COMPLETE	TOTAL QUANTITY DIVISION 3 COMPLETE	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK DIVISION 1	TOTAL VALUE OF COMPLETED WORK DIVISION 2	TOTAL VALUE OF COMPLETED WORK DIVISION 3	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE	
1	CLEARING AND GRUBBING	UNIT	1335						1,335.00	\$ 59.00	\$ 78,765.00				\$ -	\$ -	\$ -	\$ -	1,223.70			1,223.70	1,223.70	0.00	0.00	1,223.70	\$ 72,198.30	\$ -	\$ -	\$ 72,198.30	111.30	91.66%	
2	EMBANKMENT-IN-PLACE, STOCKPILE	CY	6513		1628				8,141.00	\$ 6.75	\$ 54,951.75				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8,141.00	0.00%	
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	9047		2262				11,309.00	\$ 6.50	\$ 73,508.50				\$ -	\$ -	\$ -	\$ -	3,140.00			3,140.00	3,140.00	0.00	0.00	3,140.00	\$ 20,410.00	\$ -	\$ -	\$ 20,410.00	8,169.00	27.77%	
4	EXCAVATION, CLASS 10, WASTE	CY	8381		2095				10,476.00	\$ 9.15	\$ 95,855.40				\$ -	\$ -	\$ -	\$ -	8,381.00	269.00		8,650.00	8,381.00	269.00	0.00	8,650.00	\$ 76,686.15	\$ 2,461.35	\$ -	\$ 79,147.50	1,826.00	82.57%	
5	EXCAVATION, CLASS 12, BOULDERS OR ROCK FRAGMENTS	CY	400						400.00	\$ 50.00	\$ 20,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	400.00	0.00%	
6	EXCAVATION, CLASS 10, CHANNEL	CY	1262						1,262.00	\$ 12.00	\$ 15,144.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,262.00	0.00%	
7	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	4646						4,646.00	\$ 24.00	\$ 111,504.00				\$ -	\$ -	\$ -	\$ -	1,187.50			1,187.50	1,187.50	0.00	0.00	1,187.50	\$ 28,500.00	\$ -	\$ -	\$ 28,500.00	3,458.50	25.56%	
8	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	170						170.00	\$ 28.50	\$ 4,845.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	170.00	0.00%	
9	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	17516		4380				21,896.00	\$ 1.75	\$ 38,318.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	21,896.00	0.00%	
10	SPECIAL COMPACTION OF SUBGRADE	STA	43		10.7				53.70	\$ 1,900.00	\$ 102,030.00	3.60			\$ 6,840.00	\$ -	\$ -	\$ 6,840.00	24.60			24.60	28.20	0.00	0.00	28.20	\$ 53,580.00	\$ -	\$ -	\$ 53,580.00	25.50	52.51%	
11	SUBGRADE STABILIZATION MATERIAL, POLYMER GRID	SY	4000	(2,000.00)					2,000.00	\$ 4.50	\$ 9,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	2,000.00	0.00%	
12	MODIFIED SUBBASE, 6 INCH DEPTH (VIRGIN AGGREGATE)	CY	685						685.00	\$ 61.00	\$ 41,785.00	23.10			\$ 1,409.10	\$ -	\$ -	\$ 1,409.10	208.10			208.10	231.20	0.00	0.00	231.20	\$ 14,103.20	\$ -	\$ -	\$ 14,103.20	453.80	33.75%	
13	MODIFIED SUBBASE, 8 INCH DEPTH (VIRGIN AGGREGATE)	CY	7629		975				8,604.00	\$ 61.50	\$ 529,146.00	613.70			\$ 37,742.55	\$ -	\$ -	\$ 37,742.55	3,944.30			3,944.30	4,558.00	0.00	0.00	4,558.00	\$ 280,316.69	\$ -	\$ -	\$ 280,316.69	4,046.01	52.98%	
14	GRANULAR SHOULDERS, TYPE A	TON	80						80.00	\$ 64.50	\$ 5,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	80.00	0.00%	
15	SHOULDER FINISHING, EARTH	STA	164.75						164.75	\$ 500.00	\$ 82,375.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	164.75	0.00%	
16	REMOVAL OF CURB	STA	0.5						0.50	\$ 2,200.00	\$ 1,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	0.50	0.00%	
17	RELOCATION OF MAIL BOXES	EACH	9	1.00					10.00	\$ 590.00	\$ 5,900.00	1.00			\$ 590.00	\$ -	\$ -	\$ 590.00	1.00	1.00		2.00	2.00	0.00	0.00	2.00	\$ 1,180.00	\$ -	\$ -	\$ 1,180.00	8.00	20.00%	
18	BRIDGE APPROACH, BR-201	SY	248						248.00	\$ 237.00	\$ 58,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	248.00	0.00%	
19	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 8 IN.	SY	3493						3,493.00	\$ 96.00	\$ 335,328.00	768.80			\$ 73,804.80	\$ -	\$ -	\$ 73,804.80				0.00	768.80	0.00	0.00	768.80	\$ 73,804.80	\$ -	\$ -	\$ 73,804.80	2,724.20	22.01%	
20	STANDARD OR SLIP-FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3, 9 IN.	SY	29307		4390				33,697.00	\$ 84.00	\$ 2,830,548.00	7,499.00			\$ 629,916.00	\$ -	\$ -	\$ 629,916.00	0.00	7,499.00		0.00	7,499.00	0.00	0.00	7,499.00	\$ 629,916.00	\$ -	\$ -	\$ 629,916.00	26,198.00	22.25%	
21	MEDIAN, DOWELLED P.C. CONCRETE, 6 INCH	SY			27				27.00	\$ 141.00	\$ 3,807.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	27.00	0.00%	
22	MEDIAN, P.C. CONCRETE, 6 IN.	SY			596				596.00	\$ 136.00	\$ 81,056.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	596.00	0.00%	
23	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1						1.00	\$ 39,000.00	\$ 39,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
24	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%	
25	TEMPORARY PAVEMENT, 6 INCH	SY	925						925.00	\$ 56.00	\$ 51,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	925.00	0.00%	
26	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	7						7.00	\$ 49.00	\$ 343.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	7.00	0.00%	
27	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT SMOOTHNESS	EACH	29307		4390				33,697.00	\$ 1.00	\$ 33,697.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	33,697.00	0.00%	
28	REMOVAL OF EXISTING STRUCTURES	LS	1						1.00	\$ 50,000.00	\$ 50,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00								

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

78	DRIVEWAY, P.C. CONCRETE, 6 IN., STAMPED AND COLORED	SY	40						40.00	\$ 270.00	\$ 10,800.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	40.00	0.00%	
79	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	560						560.00	\$ 61.00	\$ 34,160.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	560.00	0.00%	
80	REMOVAL OF PAVED DRIVEWAY	SY	1446						1,446.00	\$ 8.50	\$ 12,291.00	49.00			\$ 416.50	\$ -	\$ -	\$ 416.50				0.00	49.00	0.00	0.00	49.00	\$ 416.50	\$ -	\$ -	\$ -	\$ 416.50	1,397.00	3.39%
81	COMBINED CONCRETE SIDEWALK AND RETAINING WALL	CY	110						110.00	\$ 810.00	\$ 89,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	110.00	0.00%	
82	FENCE, TEMPORARY, ORANGE SAFETY FENCE	LF	5556						5,556.00	\$ 5.25	\$ 29,169.00			4,083.00	\$ -	\$ -	\$ -	\$ -				4,083.00	4,083.00	0.00	0.00	4,083.00	\$ 21,435.75	\$ -	\$ -	\$ 21,435.75	1,473.00	73.49%	
83	REMOVAL AND REINSTALLATION OF FENCE, 6 FT. HEIGHT WOOD PRIVACY FENCE	LF	370						370.00	\$ 49.00	\$ 18,130.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	370.00	0.00%	
84	HANDHOLES AND JUNCTION BOXES, TYPE III, 36 IN X 24 IN. X 30 IN.	EACH	6						6.00	\$ 1,900.00	\$ 11,400.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6.00	0.00%	
85	HANDHOLES AND JUNCTION BOXES, TYPE IV, 48 IN. X 30 IN. X 36 IN.	EACH	4						4.00	\$ 2,000.00	\$ 8,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%	
86	REMOVAL OF TYPE A SIGN	EACH	38						38.00	\$ 152.00	\$ 5,776.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	38.00	0.00%	
87	POSTS, STEEL, AS PER PLAN	EACH	18						18.00	\$ 152.00	\$ 2,736.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	18.00	0.00%	
88	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	906						906.00	\$ 25.50	\$ 23,103.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	906.00	0.00%	
89	TYPE A SIGNS, SHEET ALUMINUM	SF	336.8						336.80	\$ 51.00	\$ 17,176.80				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.80	0.00%	
90	INSTALL TYPE A SIGN	EACH	74						74.00	\$ 202.00	\$ 14,948.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	74.00	0.00%	
91	TRAFFIC SIGNALIZATION, NE 18TH STREET INTERSECTION	LS					1		1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
92	TRAFFIC SIGNALIZATION, NE 5TH STREET INTERSECTION	LS					1		1.00	\$ 229,000.00	\$ 229,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
93	REMOVAL OF TRAFFIC SIGNALIZATION	LS	1						1.00	\$ 7,600.00	\$ 7,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
94	RAISED PAVEMENT MARKERS	EACH	336						336.00	\$ 25.50	\$ 8,568.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	336.00	0.00%	
95	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	34.5						34.50	\$ 35.00	\$ 1,207.50				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.50	0.00%	
96	PAINTED PAVEMENT MARKINGS, DURABLE	STA	206.79				51.7		258.49	\$ 71.00	\$ 18,352.79				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	258.49	0.00%	
97	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	19				17		36.00	\$ 131.00	\$ 4,716.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	36.00	0.00%	
98	PAVEMENT MARKINGS REMOVED	STA	29.6						29.60	\$ 56.00	\$ 1,657.60				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	29.60	0.00%	
99	SYMBOLS AND LEGENDS REMOVED	EACH	5						5.00	\$ 101.00	\$ 505.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	5.00	0.00%	
100	GROOVES CUT FOR PAVEMENT MARKINGS	STA	167.91				42		209.91	\$ 35.00	\$ 7,346.85				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	209.91	0.00%	
101	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	17				17		34.00	\$ 111.00	\$ 3,774.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	34.00	0.00%	
102	SAFETY CLOSURE	EACH	27						27.00	\$ 202.00	\$ 5,454.00			8.00	\$ -	\$ -	\$ -	\$ -				8.00	8.00	0.00	0.00	8.00	\$ 1,616.00	\$ -	\$ -	\$ -	\$ 1,616.00	19.00	29.63%
103	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 7, 2023	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
104	NO EXCUSE ROAD OPENING BONUS, ALL ROADWAYS OPEN BY OCTOBER 5, 2024	LS	1						1.00	\$ 75,000.00	\$ 75,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
105	TRAFFIC CONTROL	LS	1				0.02		1.02	\$ 99,000.00	\$ 100,850.00			0.27	\$ -	\$ -	\$ -	\$ -				0.27	0.27	0.00	0.00	0.27	\$ 28,400.00	\$ -	\$ -	\$ 28,400.00	0.75	28.23%	
106	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDA	80						80.00	\$ 101.00	\$ 8,080.00			8.00	\$ -	\$ -	\$ -	\$ -				8.00	8.00	0.00	0.00	8.00	\$ 808.00	\$ -	\$ -	\$ 808.00	72.00	10.00%	
107	MOBILIZATION	LS	1						1.00	\$ 526,167.21	\$ 526,167.21			0.25	\$ -	\$ -	\$ -	\$ -				0.25	0.25	0.00	0.00	0.25	\$ 131,541.80	\$ -	\$ -	\$ 131,541.80	0.75	25.00%	
108	TRENCH COMPACTION TESTING	LS	1						1.00	\$ 6,500.00	\$ 6,500.00			0.40	\$ -	\$ -	\$ -	\$ -				0.40	0.40	0.00	0.00	0.40	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00	0.60	40.00%	
109	WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	LF					390		390.00	\$ 97.00	\$ 37,830.00			240.00	\$ -	\$ -	\$ -	\$ -				240.00	240.00	0.00	0.00	240.00	\$ 23,280.00	\$ -	\$ 23,280.00	\$ 23,280.00	150.00	61.54%	
110	FITTINGS BY WEIGHT, DUCTILE IRON	LB					520		520.00	\$ 18.00	\$ 9,360.00			204	\$ -	\$ -	\$ -	\$ -				204.00	204.00	0.00	0.00	204.00	\$ -	\$ -	\$ 3,672.00	\$ 3,672.00	316.00	39.23%	
111	WATER SERVICE CURB STOP AND BOX, PVC, 1.0 IN.	EACH	4				(1.00)		3.00	\$ 3,700.00	\$ 11,100.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	3.00	0.00%	
112	TAPPING VALVE ASSEMBLY, 8 IN.	EACH	1						1.00	\$ 6,900.00	\$ 6,900.00			1.00	\$ -	\$ -	\$ -	\$ -				1.00	1.00	0.00	0.00	1.00	\$ -	\$ -	\$ 6,900.00	\$ 6,900.00	0.00	100.00%	
113	FIRE HYDRANT ASSEMBLY, WM-201	EACH	1						1.00	\$ 6,600.00	\$ 6,600.00			1.00	\$ -	\$ -	\$ 6,600.00	\$ 6,600.00				0.00	0.00	0.00	0.00	1.00	\$ -	\$ -	\$ 6,600.00	\$ 6,600.00	0.00	100.00%	
114	FIRE HYDRANT ASSEMBLY, WM-201, ALTERNATE	EACH	1						1.00	\$ 7,200.00	\$ 7,200.00			1.00	\$ -	\$ -	\$ -	\$ -				1.00	1.00	0.00	0.00	1.00	\$ -	\$ -	\$ 7,200.00	\$ 7,200.00	0.00	100.00%	
115	VALVE BOX EXTENSION	EACH	6				1.00		7.00	\$ 680.00	\$ 4,820.00			1.00	\$ -	\$ -	\$ -	\$ -				1.00	1.00	0.00	0.00	1.00	\$ -	\$ -	\$ 680.00	\$ 680.00	6.00	14.29%	
116	VALVE BOX REPLACEMENT	EACH	8						8.00	\$ 660.00	\$ 5,280.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8.00	0.00%	
117	BIO-RETENTION CELL INSTALLATION	EACH	4						4.00	\$ 32,000.00	\$ 128,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	4.00	0.00%	
118	EXTERNAL DROP CONNECTION, SW-307, REMOVAL	EACH	1						1.00	\$ 5,900.00	\$ 5,900.00			1.00	\$ -	\$ -	\$ -	\$ -				1.00	1.00	0.00	0.00	1.00	\$ 5,900.00	\$ -	\$ -	\$ 5,900.00	0.00	100.00%	
119	HYDRANT (IN LINE), GATE VALVE, 6 IN.	EACH					1		1.00	\$ 6,600.00	\$ 6,600.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
120	HYDRANT REMOVAL	EACH					2		2.00	\$ 970.00	\$ 1,940.00			1.00	\$ -	\$ -	\$ 970.00	\$ 970.00				1.00	1.00	0.00	0.00	2.00	\$ -	\$ -	\$ 1,940.00	\$ 1,940.00	0.00	100.00%	
121	SUBDRAIN CLEANOUT, TYPE B	EACH	6				2.00		8.00	\$ 2,000.00	\$ 16,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	8.00	0.00%	
122	CONDUIT, BLUE HDPE, 2 IN.	LF	6570						6,570.00	\$ 15.00	\$ 98,550.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	6,570.00	0.00%	
123	REMOVAL OF ABANDONED HIGH PRESSURE GAS MAIN	LF	4400				(2,400.00)		2,000.00	\$ 1.25	\$ 2,500.00			93.20	\$ -	\$ -	\$ -	\$ -				93.20	93.20	0.00	0.00	93.20	\$ 116.50	\$ -	\$ -	\$ 116.50	1,906.80	4.66%	
124	CONCRETE WASHOUT	LS	1						1.00	\$ 23,000.00	\$ 23,000.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1.00	0.00%	
125	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1						1.00	\$ 21,000.00	\$ 21,000.00			0.05	\$ -	\$ -	\$ -	\$ -				0.05	0.05	0.00	0.00	0.05	\$ 1,050.00	\$ -	\$ -	\$ 1,050.00	0.95	5.00%	
126	MONUMENT SIGN REMOVAL	LS	1						1.00	\$ 11,000.00	\$ 11,000.00			1.00	\$ -	\$ -	\$ -	\$ -				1.00	1.00	0.00	0.00	1.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	0.00	100.00%	
127	CONCRETE RETAINING WALL FORMLINER	SF	1188						1,188.00	\$ 12.00	\$ 14,256.00				\$ -	\$ -	\$ -	\$ -				0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	\$ -	1,188.00	0.00%	
128	TEMPORARY ACCESS DRIVE, INSTALLATION, MAINTENANCE, AND																																

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 1,592,140.02

Record of Change Orders

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

Contract Period (2023):	Working Days
Construction Start Date (2023):	March 27, 2023
Contract Working Days (2023):	120.0
Added by Change Order (2023):	0.0
Total Working Days (2023):	120.0
Working Days Used to Date (2023):	73.5
Working Days Remaining (2023):	<u>46.5</u>

Contract Time Remaining (2024)

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



August 11, 2023

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

RE: NE DELAWARE AVENUE RECON. – NE 5TH STREET TO FOURMILE CREEK
PARTIAL PAYMENT APPLICATION NO. 05
CHANGE ORDER NO. 03
FINANCE PROJECT NO. 979.4451
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

Partial Payment Application No. 5 includes work completed between July 2, 2023, and July 29, 2023. The Contractor's work through this period includes earthwork, subgrade, subbase, subdrain, and beginning mainline pavement. Underground utilities are completed. We recommend payment of \$770,595.15 to the Contractor, Elder Corporation, for work completed through July 29, 2023. 24% of the total contract work has been completed and 73.5 of the 120 working days (61%) have been charged through the pay application.

Change Order No. 3 includes swapping out two subdrain outlets into structures with two subdrain cleanouts. The existing structures that the subdrains were intended to outlet into are made of brick and was not feasible to tie into so cleanouts adjacent to the structures were used instead.

Please contact me should you have any questions on this partial payment application. We will be in attendance at the August 21, 2023, council meeting to answer any questions regarding this partial payment application.

Sincerely,

SNYDER & ASSOCIATES, INC.

Jordan M. Stoermer, P.E.
Project Manager

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

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 \$1,252,887.43 to Elder Corporation, for construction services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: July 2, 2023 Through: August 5, 2023

Contract Summary

Original Contract Amount:	\$	4,355,000.00	
Net change by Change Orders:	\$	(588.50)	
Contract Amount to Date: (line 1 ± 2)	\$	4,354,411.50	
Total completed and stored to date:	\$	2,778,594.40	
Retainage: 5 % of Completed Work:	\$	138,929.72	
Total Earned less Retainage:	\$	2,639,664.68	
Less previous applications for payment:	\$	1,386,777.25	
SUBTOTAL	\$	1,252,887.43	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,252,887.43

Balance to finish, including retainage: \$ 1,714,746.82

Contract Time Remaining (If applicable) 44.00 Working Days

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

Construction Contractor Approval: Elder Corporation

Wade Harris, P.E. Digitally signed by Wade Harris, P.E.
DN: cn=Wade Harris, email=Wade.Harris@eldercorp.com,
o=Elder Corporation, ou=Wade Harris, P.E.,
reason I am approving this document
Date: 2023.08.08 09:02:10-0500 Firm Name
Signature Date 8/8/2023

Engineer / Consultant Approval: McClure Engineering Company

Signature Date 8/8/2023

City of Ankeny Staff Approval:

Signature Date 8/11/2023

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 1,386,777.25

Record of Change Orders

No.	Date	Amount
1	May 15, 2023	\$ 550.00
2	June 19, 2023	\$ 2,805.00
3	August 21, 2023	\$ (3,943.50)
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CHANGE ORDER TOTAL = \$ (588.50)

Contract Time Remaining

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

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	96.0
Working Days Remaining:	34.0

Full Completion

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	TOTAL ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	UNIT	166.40		166.40	\$ 135.00	\$ 22,464.00	0.00	\$ -	119.80	119.80	\$ 16,173.00	46.60	72.00%
2.02	TOPSOIL, 6-INCH DEPTH	CY	2024.00		2024.00	\$ 31.50	\$ 63,756.00	0.00	-	1012.00	1,012.00	\$ 31,873.00	1,012.00	50.00%
2.03	EXCAVATION, CLASS 10	CY	10618.00		10618.00	\$ 4.25	\$ 45,126.50	2900.00	\$ 12,325.00	4900.00	7,200.00	\$ 30,560.00	3,418.00	67.81%
2.04	SUBGRADE PREPARATION, 6-INCH DEPTH	SY	22247.00		22247.00	\$ 2.25	\$ 50,055.75	9488.00	\$ 21,303.00	12565.00	22,033.00	\$ 49,574.25	2,140.00	99.04%
2.05	SUBGRADE TREATMENT, GEGRID, TRIANGULAR	SY	4450.00	-2000.00	2450.00	\$ 5.00	\$ 12,250.00	8.20	\$ 41.00	49.30	57.50	\$ 287.50	2,392.50	2.35%
2.06	SUBBASE, MODIFIED, VIRGIN AGGREGATE, 6-INCH DEPTH	SY	21170.00		21170.00	\$ 11.50	\$ 243,455.00	9545.00	\$ 98,267.50	12310.00	20,855.00	\$ 239,632.50	315.00	98.51%
2.07	REMOVAL OF STRUCTURE, PARK SIGN FOUNDATION	LS	1.00		1.00	\$ 830.00	\$ 830.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
2.08	COMPACTON TESTING	LS	1.00		1.00	\$ 3,100.00	\$ 3,100.00	0.20	\$ 620.00	0.75	0.95	\$ 2,945.00	0.05	95.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.25	\$ 1,000.00	0.75	1.00	\$ 4,000.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	STORM SEWER, TRENCHED, RCP, 15-INCH DIAMETER	LF	902.00		902.00	\$ 92.00	\$ 82,984.00	0.00	-	905.00	905.00	\$ 83,260.00	(3.00)	100.33%
4.02	STORM SEWER, TRENCHED, RCP, 18-INCH DIAMETER	LF	98.00		98.00	\$ 184.00	\$ 17,832.00	0.00	-	100.00	100.00	\$ 18,400.00	(2.00)	104.17%
4.03	STORM SEWER, TRENCHED, RCP, 24-INCH DIAMETER	LF	190.00		190.00	\$ 163.00	\$ 30,970.00	0.00	-	200.00	200.00	\$ 32,600.00	(10.00)	105.25%
4.04	STORM SEWER, TRENCHED, RCP, 30-INCH DIAMETER	LF	56.00		56.00	\$ 138.00	\$ 7,728.00	0.00	-	56.00	56.00	\$ 7,728.00	0.00	100.00%
4.05	REMOVAL OF STORM SEWER, LESS THAN 36-INCH DIAMETER	LF	781.00		781.00	\$ 27.50	\$ 21,477.50	72.00	\$ 1,980.00	739.00	811.00	\$ 22,302.50	(60.00)	103.84%
4.06	SUBURBAN CORRUGATED PVC, TYPE 1, 8-INCH DIAMETER	LF	6103.00		6103.00	\$ 35.00	\$ 213,605.00	1829.00	\$ 64,015.00	4174.00	6,003.00	\$ 210,105.00	100.00	98.36%
4.07	SUBURBAN CLEANOUT, TYPE B, 24-INCH DIAMETER	EA	8.00		8.00	\$ 2,800.00	\$ 22,400.00	5.00	\$ 14,000.00	4.00	9.00	\$ 25,200.00	(1.00)	112.50%
4.08	SUBURBAN OUTLETS AND CONNECTIONS, OUTLET INTO STRUCTURE, CMP, 8-INCH DIA.	EA	52.00		52.00	\$ 630.00	\$ 32,760.00	16.00	\$ 10,080.00	38.00	54.00	\$ 34,020.00	(2.00)	103.65%
4.09	REMOVAL OF SUBURBAN	LF	269.00		269.00	\$ 18.00	\$ 4,842.00	0.00	\$ -	180.00	180.00	\$ 3,240.00	89.00	66.31%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC C900, 8-INCH DIAMETER	LF	36.00		36.00	\$ 127.00	\$ 4,572.00	17.00	\$ 2,159.00	21.00	38.00	\$ 4,826.00	(2.00)	105.55%
5.02	WATER MAIN, TRENCHED, PVC C900, 12-INCH DIAMETER	LF	238.00		238.00	\$ 172.00	\$ 40,936.00	18.00	\$ 3,096.00	221.00	239.00	\$ 41,108.00	(1.00)	100.42%
5.03	FITTING, 11.25 DEGREE BEND, 8-INCH DIAMETER	EA	1.00		1.00	\$ 870.00	\$ 870.00	0.00	\$ -	1.00	1.00	\$ 870.00	0.00	100.00%
5.04	FITTING, 11.25 DEGREE BEND, 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,000.00	\$ 1,000.00	0.00	\$ -	0.00	0.00	\$ -	1.00	0.00%
5.05	FITTING, 45 DEGREE BEND, 12-INCH DIAMETER	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00	0.00	\$ -	6.00	6.00	\$ 12,000.00	(4.00)	300.00%
5.06	FITTING, TEE, 8-INCH X 12-INCH DIAMETER	EA	1.00		1.00	\$ 1,300.00	\$ 1,300.00	1.00	\$ 1,300.00	1.00	2.00	\$ 2,600.00	(1.00)	200.00%
5.07	WATER MAIN REMOVAL, LESS THAN OR EQUAL TO 12-INCH DIAMETER	LF	275.00		275.00	\$ 23.00	\$ 6,325.00	0.00	\$ -	244.00	244.00	\$ 5,612.00	31.00	88.73%
5.08	VALVE, GATE, 8-INCH DIAMETER, AUXILIARY	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	0.00	1.00	\$ 1,800.00	0.00	100.00%
5.09	VALVE, GATE, 8-INCH DIAMETER	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00	1.00	\$ 2,400.00	1.00	2.00	\$ 4,800.00	0.00	100.00%
5.10	VALVE, GATE, 12-INCH DIAMETER	EA	2.00		2.00	\$ 4,000.00	\$ 8,000.00	1.00	\$ 4,000.00	1.00	2.00	\$ 8,000.00	0.00	100.00%
5.11	VALVE REMOVAL	EA	1.00		1.00	\$ 660.00	\$ 660.00	0.00	\$ -	1.00	1.00	\$ 660.00	0.00	100.00%
5.12	REMOVAL, SALVAGE AND REINSTALL FIRE HYDRANT	EA	1.00		1.00	\$ 9,700.00	\$ 9,700.00	0.00	\$ -	1.00	1.00	\$ 9,700.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, SW-401, 48-INCH DIAMETER	EA	3.00		3.00	\$ 5,300.00	\$ 15,900.00	0.00	\$ -	3.00	3.00	\$ 15,900.00	0.00	100.00%
6.02	MANHOLE, SW-401, 60-INCH DIAMETER	EA	3.00		3.00	\$ 7,400.00	\$ 22,200.00	0.00	\$ -	3.00	3.00	\$ 22,200.00	0.00	100.00%
6.03	MANHOLE, SW-402, 4-FT X 5-FT, MODIFIED, CAST-IN-PLACE	EA	1.00		1.00	\$ 14,000.00	\$ 14,000.00	0.00	\$ -	1.00	1.00	\$ 14,000.00	0.00	100.00%
6.04	INTAKE, SW-501	EA	2.00		2.00	\$ 3,400.00	\$ 6,800.00	0.00	\$ -	2.00	2.00	\$ 6,800.00	0.00	100.00%
6.05	INTAKE, SW-504, MODIFIED CAST-IN-PLACE	EA	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.00	\$ -	1.00	1.00	\$ 10,000.00	0.00	100.00%
6.06	INTAKE, SW-505	EA	24.00		24.00	\$ 5,700.00	\$ 136,800.00	0.00	\$ -	24.00	24.00	\$ 136,800.00	0.00	100.00%
6.07	INTAKE, SW-506	EA	3.00		3.00	\$ 9,000.00	\$ 27,000.00	0.00	\$ -	3.00	3.00	\$ 27,000.00	0.00	100.00%
6.08	MANHOLE ADJUSTMENT, SANITARY, MINOR SELF-LEVEL CASTING	EA	1.00		1.00	\$ 3,200.00	\$ 3,200.00	1.00	\$ 3,200.00	0.00	1.00	\$ 3,200.00	0.00	100.00%
6.09	MANHOLE ADJUSTMENT, SANITARY, MAJOR SELF-LEVEL CASTING	EA	2.00		2.00	\$ 4,600.00	\$ 9,200.00	2.00	\$ 9,200.00	0.00	2.00	\$ 9,200.00	0.00	100.00%
6.10	MANHOLE ADJUSTMENT, SANITARY, MAJOR, TYPE C CASTING	EA	1.00		1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	1.00	\$ 3,000.00	0.00	100.00%
6.11	REMOVE MANHOLE	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00	0.00	\$ -	1.00	1.00	\$ 1,400.00	0.00	100.00%
6.12	REMOVE INTAKE	EA	22.00		22.00	\$ 1,100.00	\$ 24,200.00	0.00	\$ -	23.00	23.00	\$ 25,300.00	(1.00)	104.55%
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, CLASS C-SUD, 7-INCH DEPTH	SY	933.00		933.00	\$ 95.00	\$ 79,305.00	0.00	\$ -	161.90	161.90	\$ 13,761.50	771.10	17.55%
7.02	PAVEMENT, PCC, CLASS C-SUD, 8-INCH DEPTH	SY	3647.00		3647.00	\$ 90.00	\$ 328,230.00	2336.70	\$ 210,303.00	351.70	2,689.80	\$ 241,902.00	959.20	73.07%
7.03	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH	SY	14678.00		14678.00	\$ 95.00	\$ 1,384,410.00	7837.13	\$ 744,527.35	0.00	7,837.13	\$ 744,527.35	6,840.87	53.39%
7.04	PAVEMENT, PCC, CLASS C-SUD, 9-INCH DEPTH, FULLY-REINFORCED	SY	143.00		143.00	\$ 150.00	\$ 21,450.00	0.00	\$ -	0.00	0.00	\$ -	143.00	0.00%
7.05	CURB AND GUTTER, 2.5 FOOT WIDTH, 8-INCH THICKNESS	LF	9.00		9.00	\$ 53.00	\$ 477.00	0.00	\$ -	0.00	0.00	\$ -	9.00	0.00%
7.06	CONCRETE MEDIAN, 6-INCH DEPTH	SY	197.00		197.00	\$ 83.00	\$ 16,351.00	0.00	\$ -	0.00	0.00	\$ -	197.00	0.00%
7.07	CONCRETE MEDIAN, DOWELED, 6-INCH DEPTH	SY	63.00		63.00	\$ 86.00	\$ 5,418.00	0.00	\$ -	0.00	0.00	\$ -	63.00	0.00%
7.08	PCC PAVEMENT SAMPLES AND TESTING	LS	1.00		1.00	\$ 18,000.00	\$ 18,000.00	0.45	\$ 8,100.00	0.05	0.50	\$ 9,000.00	0.50	50.00%
7.09	REMOVAL OF SIDEWALK	SY	2557.00		2557.00	\$ 6.25	\$ 15,981.25	0.00	\$ -	2474.00	2,474.00	\$ 15,482.50	83.00	96.75%
7.10	REMOVAL OF DRIVEWAY	SY	349.00		349.00	\$ 9.00	\$ 3,141.00	199.00	\$ 1,791.00	0.00	199.00	\$ 1,791.00	150.00	57.02%
7.11	SIDEWALK, PCC, 4-INCH THICK	SY	869.00		869.00	\$ 59.00	\$ 51,271.00	0.00	\$ -	0.00	0.00	\$ -	869.00	0.00%
7.12	SIDEWALK, PCC, 5-INCH THICK	SY	1224.00		1224.00	\$ 63.00	\$ 77,112.00	0.00	\$ -	0.00	0.00	\$ -	1,224.00	0.00%
7.13	SIDEWALK, PCC, 6-INCH THICK	SY	361.00		361.00	\$ 65.00	\$ 23,465.00	0.00	\$ -	0.00	0.00	\$ -	361.00	0.00%
7.14	DETECTABLE WARNING, GALVANIZED STEEL	SF	434.00		434.00	\$ 53.00	\$ 23,002.00	0.00	\$ -	0.00	0.00	\$ -	434.00	0.00%
7.15	DRIVEWAY PAVED, PCC, TYPE A, 6-INCH DEPTH	SY	45.00		45.00	\$ 76.00	\$ 3,420.00	0.00	\$ -	0.00	0.00	\$ -	45.00	0.00%
7.16	DRIVEWAY, PAVED, PCC, TYPE A, 7-INCH DEPTH	SY	244.00		244.00	\$ 76.00	\$ 18,544.00	190.70	\$ 14,493.20	0.00	190.70	\$ 14,493.20	53.30	78.16%
7.17	SUBBASE REMOVAL	TON	1055.00	-500.00	555.00	\$ 50.00	\$ 27,750.00	0.00	\$ -	20.98	20.98	\$ 1,043.50	534.01	101.30%
7.18	PAVEMENT REMOVAL	SY	15637.00		15637.00	\$ 140,733.00	\$ 2,197,733.00	233.00	\$ 2,277.00	15657.00	15,840.00	\$ 142,560.00	(603.00)	103.00%
7.19	TEMPORARY GRANULAR ACCESS ROAD	TON	184.00		184.00	\$ 64.00	\$ 11,776.00	0.00	\$ -	195.39	195.39	\$ 12,504.95	(11.39)	106.19%
TRAFFIC CONTROL														

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.01	TRAFFIC SIGNAL, NW 18TH STREET AND NW ASH DRIVE	LS	1.00	1.00	\$ 223,000.00	\$ 223,000.00	0.00	\$ -	0.15	\$ 33,450.00	0.85	15.00%
8.02	TRAFFIC SIGNAL, NW 18TH STREET AND NW BRIARGATE DRIVE	LS	1.00	1.00	\$ 218,000.00	\$ 218,000.00	0.00	\$ -	0.15	\$ 32,700.00	0.85	15.00%
8.03	TRAFFIC SIGNAL REMOVAL	LS	1.00	1.00	\$ 18,000.00	\$ 18,000.00	0.00	\$ -	0.70	\$ 10,500.00	0.30	70.00%
8.04	TRAFFIC SIGNAL MODIFICATIONS, NW 18TH STREET AND N ANKENY BOULEVARD	LS	1.00	1.00	\$ 6,200.00	\$ 6,200.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.05	PAINTED PAYMENT MARKINGS, DURABLE	STA	176.54	176.54	\$ 17,830.54	\$ 17,830.54	0.00	\$ -	0.00	\$ -	176.54	0.00%
8.06	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	42.00	42.00	\$ 6,720.00	\$ 6,720.00	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.07	RAISED PAYMENT MARKERS	EA	102.00	102.00	\$ 2,703.00	\$ 2,703.00	0.00	\$ -	0.00	\$ -	102.00	0.00%
8.08	PAYMENT MARKINGS REMOVED	STA	37.37	37.37	\$ 3,774.37	\$ 3,774.37	0.00	\$ -	0.00	\$ -	37.37	0.00%
8.09	SYMBOLS AND LEGENDS REMOVED	EA	4.00	4.00	\$ 640.00	\$ 640.00	0.00	\$ -	0.00	\$ -	4.00	0.00%
8.10	GROOVES CUT FOR PAYMENT MARKINGS	STA	138.20	138.20	\$ 9,535.80	\$ 9,535.80	0.00	\$ -	0.00	\$ -	138.20	0.00%
8.11	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	42.00	42.00	\$ 5,376.00	\$ 5,376.00	0.00	\$ -	0.00	\$ -	42.00	0.00%
8.12	TEMPORARY TRAFFIC CONTROL	LS	1.00	1.00	\$ 42,000.00	\$ 42,000.00	0.00	\$ -	0.75	\$ 31,500.00	0.25	75.00%
8.13	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	COAY	70.00	70.00	\$ 107.00	\$ 7,490.00	0.00	\$ -	40.00	\$ 4,280.00	30.00	57.14%
8.14	RELOCATE EXISTING FIBER CABLE	LF	1755.00	1755.00	\$ 6.50	\$ 11,407.50	0.00	\$ -	0.00	\$ -	1,755.00	0.00%
8.15	RELOCATE EXISTING TRACER AND PULL TAPE	LF	1305.00	1305.00	\$ 1.00	\$ 1,305.00	0.00	\$ -	0.00	\$ -	1,305.00	0.00%
8.16	TRACER WIRE AND PULL ROPE	LF	510.00	510.00	\$ 1.25	\$ 637.50	0.00	\$ -	0.00	\$ -	510.00	0.00%
8.17	CONDUIT, FIBER OPTIC, BLUE HOPE, 2 INCH DIAMETER	LF	1765.00	1765.00	\$ 13.25	\$ 23,386.25	0.00	\$ -	0.00	\$ -	1,765.00	0.00%
8.18	FIBER OPTIC SPLICER	EA	108.00	108.00	\$ 7,128.00	\$ 7,128.00	0.00	\$ -	0.00	\$ -	108.00	0.00%
8.19	TYPE III HANDHOLE, 36" X 24" X 30"	EA	5.00	5.00	\$ 66.00	\$ 7,128.00	0.00	\$ -	1.00	\$ 1,880.00	4.00	20.00%
8.20	TYPE IV HANDHOLE, 48" X 30" X 36"	EA	2.00	2.00	\$ 1,800.00	\$ 9,000.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.21	SPLICE CASE	EA	1.00	1.00	\$ 1,600.00	\$ 1,600.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
8.22	INSTALL FIBER ENCLOSURE PANEL, SPD-IP, DIN RAIL MOUNTED, CITY-FURNISHED	EA	2.00	2.00	\$ 360.00	\$ 720.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.23	INSTALL COB PANEL, COH-CP-12-AG-P39RH, CITY-FURNISHED	EA	2.00	2.00	\$ 360.00	\$ 720.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.24	REMOVE EXISTING HANDHOLES	EA	5.00	5.00	\$ 850.00	\$ 4,250.00	0.00	\$ -	0.00	\$ -	5.00	0.00%
8.25	TRAFFIC SIGNS BY AREA	SF	117.80	117.80	\$ 43.00	\$ 5,065.40	0.00	\$ -	0.00	\$ -	117.80	0.00%
8.26	WOOD POSTS	LF	122.00	122.00	\$ 21.50	\$ 2,623.00	0.00	\$ -	0.00	\$ -	122.00	0.00%
8.27	ROUND STEEL POSTS	LF	68.00	68.00	\$ 32.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	68.00	0.00%
8.28	ROUND STEEL POST ANCHORS	EA	7.00	7.00	\$ 160.00	\$ 1,120.00	0.00	\$ -	0.00	\$ -	7.00	0.00%
8.29	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	2.00	2.00	\$ 270.00	\$ 540.00	0.00	\$ -	0.00	\$ -	2.00	0.00%
8.30	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	33.00	33.00	\$ 270.00	\$ 8,910.00	0.00	\$ -	0.00	\$ -	33.00	0.00%
SITE WORK AND LANDSCAPING												
9.01	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 4	AC	3.10	3.10	\$ 480.00	\$ 1,488.00	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.02	CONVENTIONAL SEEDING AND FERTILIZING, TYPE 6	AC	3.10	3.10	\$ 2,300.00	\$ 7,130.00	0.00	\$ -	0.00	\$ -	3.10	0.00%
9.03	FILTER SOCK, 9-INCH	LF	8400.00	8400.00	\$ 2.00	\$ 16,800.00	657.00	\$ 1,314.00	438.00	\$ 1,095.00	\$ 2,190.00	13.04%
9.04	FILTER SOCK REMOVAL	LF	8400.00	8400.00	\$ 0.25	\$ 2,100.00	0.00	\$ -	0.00	\$ -	8,400.00	0.00%
9.05	EROSION CONTROL MULCHING, HYDROMULCHING, BFM	AC	6.20	6.20	\$ 3,200.00	\$ 19,840.00	0.00	\$ -	0.00	\$ -	6.20	0.00%
9.06	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	37.00	37.00	\$ 128.00	\$ 4,736.00	0.00	\$ -	0.00	\$ -	37.00	0.00%
9.07	INLET PROTECTION DEVICE, DROP-IN	EA	68.00	68.00	\$ 128.00	\$ 8,704.00	0.00	\$ -	4.00	\$ 512.00	64.00	3.88%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	136.00	136.00	\$ 16.00	\$ 2,176.00	0.00	\$ -	0.00	\$ -	136.00	0.00%
9.09	REMOVAL OF FENCE	LF	88.00	88.00	\$ 45.00	\$ 3,960.00	0.00	\$ -	88.00	\$ 3,960.00	0.00	100.00%
MISCELLANEOUS												
11.01	MOBILIZATION	LS	1.00	1.00	\$ 89,430.64	\$ 89,430.64	0.50	\$ 44,715.32	0.50	\$ 89,430.64	0.00	100.00%
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00	1.00	\$ 530.00	\$ 530.00	0.50	\$ 265.00	0.25	\$ 397.50	0.25	75.00%
11.03	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1.00	1.00	\$ 1,600.00	\$ 1,600.00	0.50	\$ 800.00	0.25	\$ 1,200.00	0.25	75.00%
11.04	TEMPORARY PEDESTRIAN RAMP	EA	2.00	2.00	\$ 2,200.00	\$ 4,400.00	0.00	\$ -	1.00	\$ 2,200.00	1.00	50.00%
11.05	CONCRETE WASHOUT, ROLL-OFF CONTAINER	LS	1.00	1.00	\$ 12,000.00	\$ 12,000.00	0.45	\$ 5,400.00	0.05	\$ 6,000.00	0.50	50.00%
11.06	PARK SIGN CONCRETE FOUNDATION	LS	1.00	1.00	\$ 3,200.00	\$ 3,200.00	0.00	\$ -	0.00	\$ -	1.00	0.00%
11.07	REMOVE, SALVAGE, AND RELOCATE MAILBOX	EA	1.00	1.00	\$ 480.00	\$ 480.00	0.00	\$ -	0.50	\$ 240.00	0.50	50.00%
CHANGE ORDER ITEMS												
12.01	TEMPORARY WAYFINDING SIGN (COACHLIGHT CLINIC)	EA	0.00	1.00	\$ 550.00	\$ 550.00	0.00	\$ -	1.00	\$ 550.00	0.00	100.00%
12.02	ADDITIONAL TEMPORARY SIGNAGE	LS	0.00	1.00	\$ 2,805.00	\$ 2,805.00	0.00	\$ -	1.00	\$ 2,805.00	0.00	100.00%
12.03	24" RCP STORM SEWER, POTHOLES, & DELIVERY	LF	73.00	73.00	\$ 231.08	\$ 16,869.00	73.00	\$ 16,869.00	0.00	\$ 73.00	\$ 16,869.00	100.00%
12.04	INTAKE, SW-406, 4.5' X 4.5', CAST-IN-PLACE	EA	0.00	1.00	\$ 13,400.00	\$ 13,400.00	1.00	\$ 13,400.00	0.00	\$ -	1.00	100.00%
12.05	PRIVATE CONDUIT LOWERING	LS	0.00	1.00	\$ 787.50	\$ 787.50	1.00	\$ 787.50	0.00	\$ -	1.00	100.00%
12.06												
12.07												
12.08												
STORED MATERIALS												
TRAFFIC SIGNAL MATERIALS												
		LS	0.00	0.00	\$ -	\$ -	0.00	\$ -	147,849.00	\$ 147,849.00	(147,849.00)	0.00%
			0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
			0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
			0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%
			0.00	0.00	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 4,354,411.50 PAY PERIOD = \$ 1,318,828.87 COMPLETED = \$ 2,778,594.40 63.81%



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

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 \$13,759.58 to Electric Conduit Construction Company, for construction services on the SE Quadrant Fiber Upgrade, Phase One project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Quadrant Fiber Upgrade, Phase One
Contractor: Electric Conduit Construction Company
Address: 741 Hicks Dr, Elburn, IL. 60119
Finance Budget Code: 965.3965.4456 Finance Project #: 965.4456
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: May 6, 2022 Vendor #: 11457

Date of Council Meeting: August 21, 2023 PAYMENT REQUEST # 2
PAYMENT PERIOD: From: January 15, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	\$	74,688.94	
Net change by Change Orders:	\$	6,819.22	
Contract Amount to Date: (line 1 + 2)	\$	81,508.16	
Total completed and stored to date:	\$	81,508.16	
Retainage: 5 % of Completed Work:	\$	4,075.41	
Total Earned less Retainage:	\$	77,432.75	
Less previous applications for payment:	\$	63,673.17	
SUBTOTAL	\$	13,759.58	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,759.58

Balance to finish, including retainage: \$ 4,075.41

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: Electric Conduit Construction Company
Firm Name

Signature: Grant Furman

Date: 8.10.23

Engineer / Consultant Approval: City of Ankeny
Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature: Leslie Hart

Date: 8/11/23

Submit to: Leslie Hart, P.E., PTOE - Public Works Traffic Engineering Manager
E-mail: LHart@AnkenyIowa.gov Phone: (515) 963-3548 Fax: (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
TRAFFIC CONTROL														
8.1	Provide and Install One (1) - BLUE 2" HDPE Conduit, Boring	LF	1,040.00	11.00	1,051.00	\$ 15.77	\$ 16,574.27	780.00	\$ 12,300.60	760.00	1,051.00	\$ 16,574.27	0.00	100.00%
8.2	Provide and Install Type III HH (24"x36"x30")	EA	1.00		1.00	\$ 1,308.43	\$ 1,308.43	1.00	\$ 1,308.43		1.00	\$ 1,308.43	0.00	100.00%
8.3	Provide and Install Type IV HH (30"x48"x36")	EA	3.00		3.00	\$ 1,796.96	\$ 5,390.88	3.00	\$ 5,390.88		3.00	\$ 5,390.88	0.00	100.00%
8.4	Handhole Modifications	EA	1.00	(1.00)	0.00	\$ 248.25	\$ -	1.00	\$ 248.25	1.00	0.00	\$ -	0.00	0.00%
8.5	Install One (1) Fiber Optic Cable (96 count or less)	LF	825.00		825.00	\$ 1.52	\$ 1,254.00	620.00	\$ 942.40	620.00	825.00	\$ 1,254.00	0.00	100.00%
8.6	Install Two (2) Fiber Optic Cable (96 count or less)	LF	7,200.00	1,575.00	8,775.00	\$ 1.68	\$ 14,742.00	5,400.00	\$ 9,072.00	5,400.00	8,775.00	\$ 14,742.00	0.00	100.00%
8.7	Install Three (3) Fiber Optic Cable (96 count or less)	LF	500.00		500.00	\$ 1.83	\$ 915.00	375.00	\$ 686.25	375.00	500.00	\$ 915.00	0.00	100.00%
8.8	Remove Existing Fiber Optic Cable (48 count or less)	LS	1.00		1.00	\$ 7,546.78	\$ 7,546.78	1.00	\$ 7,546.78		1.00	\$ 7,546.78	0.00	100.00%
8.9	Provide and Install Splice Case	EA	4.00		4.00	\$ 476.20	\$ 1,904.80	4.00	\$ 1,904.80		4.00	\$ 1,904.80	0.00	100.00%
8.10	Fiber Optic Cable Fusion Splices	EA	420.00	48.00	468.00	\$ 55.00	\$ 25,740.00	420.00	\$ 23,100.00	420.00	468.00	\$ 25,740.00	0.00	100.00%
8.11	Temporary Traffic Control	LS	1.00		1.00	\$ 1,674.00	\$ 1,674.00	1.00	\$ 1,674.00		1.00	\$ 1,674.00	0.00	100.00%
MISCELLANEOUS														
11.1	Mobilization	LS	1.00		1.00	\$ 2,850.00	\$ 2,850.00	1.00	\$ 2,850.00		1.00	\$ 2,850.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	CO# 1, Modify existing fiber optic FH#3 and make conduit adjustments	LS		1.00	1.00	\$ 1,608.00	\$ 1,608.00	1.00	\$ 1,608.00		1.00	\$ 1,608.00	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 = \$ 81,508.16 PAY PERIOD = \$ 68,632.39

COMPLETED = \$ 81,508.16

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 6, 2023	\$ 63,673.17
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 63,673.17

Record of Change Orders

No.	Date	Amount
1	August 21, 2023	\$ 6,819.22
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CHANGE ORDER TOTAL = \$ 6,819.22

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #5 in the amount of \$21,628.00 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension 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 #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 5 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: August 21, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: July 1, 2023 Through: July 31, 2023

Contract Summary

Original Contract Amount:	\$	473,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	473,400.00	
Total completed and stored to date:	\$	188,836.14	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	188,836.14	
Less previous applications for payment:	\$	167,208.14	
SUBTOTAL	\$		21,628.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 21,628.00

Balance to finish, including retainage: \$ 284,563.86

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

Andy Floy

Digitally signed by Andy S. Floy
Date: 2023.08.10
10:12:14-05'00'

Signature

Date

August 10, 2023

City of Ankeny Staff Approval:

Mitch Wedell

Signature

Date

8/10/23

Submit to: Mitch Wedell, P.E. - Development Engineering Manager

E-mail: MWedell@AnkenyIowa.gov Phone: (515) 963-3520 Fax: (515) 963-3535

Date Printed: 8/10/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 25,629.81
2	June 5, 2023	\$ 71,489.33
3	July 3, 2023	\$ 48,422.90
4	August 7, 2023	\$ 21,666.10
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 167,208.14

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 rendered 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 10, 2023

Project No: 0023A007.00

Invoice No: 85372

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 21,628.00

Project 0023A007.00 NW State Street Extension

Professional Services through July 31, 2023**Professional Personnel**

	Hours	Rate	Amount	
Project Manager III	3.50	216.00	756.00	
Project Manager II	10.50	202.00	2,121.00	
Project Engineer V	61.50	216.00	13,284.00	
Project Engineer III	.50	178.00	89.00	
Project Engineer I	1.50	154.00	231.00	
Staff Engineer II	31.00	137.00	4,247.00	
Totals	108.50		20,728.00	
Total Labor				20,728.00

Subconsultants**900.00****Billing Limits**

	Current	Prior	To-Date
Total Billings	21,628.00	167,208.14	188,836.14
Limit			473,400.00
Remaining			284,563.86

Total This Invoice USD 21,628.00



Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: July 1st to July 31st, 2023

Work Completed:

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

- Ongoing project coordination, utility coordination and project management.
- Finalized traffic forecasting and set review meeting with City
- Continued preliminary drainage analysis and culvert sizing
- Begin roadway alignment and functional design

Work Scheduled:

The following work tasks will be completed in August of 2023:

- Continue design development coordination, utility coordination and project management.
- Finalize preliminary drainage analysis and culvert sizing.
- Finalize traffic analysis and modeling
- Continue roadway alignment functional design
- Review functional design with City

Submittal Schedule:

The following dates are according to the original project contract:

Professional Services Agreement Approved	March 6, 2023
Design Survey and Mapping	April, 2023
Traffic Study	June, 2023
Functional Design	August, 2023
Preliminary Design	October, 2023

General Comments:

- None



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #16 in the amount of \$2,499.00 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

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

Date of Council Meeting: August 21, 2023 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: July 1, 2023 Through: July 31, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	173,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	300,600.00	
Total completed and stored to date:	\$	149,371.39	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	149,371.39	
Less previous applications for payment:	\$	146,872.39	
SUBTOTAL	\$	2,499.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 2,499.00

Balance to finish, including retainage: \$ 151,228.61

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Andy Floy

Digitally signed by Andy S. Floy
Date: 2023.08.10
09:41:46-05'00'

Firm Name

Signature Date

August 10, 2023

City of Ankeny Staff Approval:

Donald Clark

Signature Date

8/10/23

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 2, 2022	\$ 11,492.32
2	June 6, 2022	\$ 10,883.60
3	June 20, 2022	\$ 19,350.00
4	September 6, 2022	\$ 19,132.80
5	October 17, 2022	\$ 13,143.00
6	November 7, 2022	\$ 14,746.20
7	November 21, 2022	\$ 4,324.00
8	January 3, 2023	\$ 1,097.00
9	February 6, 2023	\$ 18,565.20
10	March 6, 2023	\$ 7,310.00
11	March 20, 2023	\$ 14,595.26
12	May 1, 2023	\$ 1,951.69
13	June 5, 2023	\$ 2,580.57
14	July 3, 2023	\$ 4,737.17
15	August 7, 2023	\$ 2,963.58
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 146,872.39

Record of Change Orders

No.	Date	Amount
1	October 17, 2022	\$ 11,500.00
2	April 17, 2023	\$ 162,000.00
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TOTAL \$ 173,500.00

Contract Time Remaining

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

Invoice

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

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

August 10, 2023

Project No: 0022A004.00

Invoice No: 85371

City of Ankeny
410 W First St.
Ankeny, IA 50023

Invoice Total USD 2,499.00

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through July 31, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	8.00	202.00	1,616.00	
Project Engineer II	.50	166.00	83.00	
Technician V	2.00	135.00	270.00	
Technician IV	3.00	125.00	375.00	
Totals	13.50		2,344.00	
Total Labor				2,344.00

Subconsultants

155.00

Billing Limits

	Current	Prior	To-Date
Total Billings	2,499.00	146,872.39	149,371.39
Limit			300,600.00
Remaining			151,228.61

Total This Invoice USD 2,499.00



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$65,722.14 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: June 17, 2023 Through: July 22, 2023

Contract Summary

Original Contract Amount:	\$	2,649,525.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	2,649,525.00	
Total completed and stored to date:	\$	1,606,791.95	
Retainage: 5 % of Completed Work:	\$	80,339.60	
Total Earned less Retainage:	\$	1,526,452.35	
Less previous applications for payment:	\$	1,460,730.21	
SUBTOTAL	\$		65,722.14

OTHER CHARGES (Attach an itemized list) \$ -

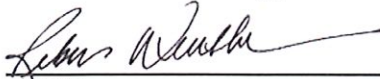
CURRENT PAYMENT DUE \$ 65,722.14

Balance to finish, including retainage: \$ 1,123,072.65

Contract Time Remaining (If applicable) 99 Working Days

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

Construction Contractor Approval: Granite Excavating


Signature Firm Name

8/10/23
Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.


Signature Firm Name

August 14, 2023
Date

City of Ankeny Staff Approval:


Signature

8/14/23
Date

Submit to: Donald Clark, P.E. - Director of Municipal Utilities

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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TOTAL \$ 1,460,730.21

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

	Working Days
Contract Period:	February 6, 2023
Original Contract Date:	164
Original Contract Time:	-
Added by Change Order:	164
Contract Time to Date:	65
Time Used to Date:	99
Contract Time Remaining:	

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Removal of Known Pipe Culvert, CMP, 18"	LF	30		30.00	\$ 32.00	\$ 960.00	30.00	\$ 960.00	-	100.00%
2	Removal and Reinstall of Culvert, RCP, 24"	LF	10		10.00	\$ 78.00	\$ 780.00		\$ -	10.00	0.00%
3	Removal and Reinstall of Culvert, RCP, 42"	LF	20		20.00	\$ 80.00	\$ 1,600.00		\$ -	20.00	0.00%
4	Trench Foundation	TON	900		900.00	\$ 43.00	\$ 38,700.00		\$ -	900.00	0.00%
5	Water Main, Trenched, PVC, 12"	LF	30		30.00	\$ 122.00	\$ 3,660.00		\$ -	30.00	0.00%
6	Water Main, Trenched, PVC, 24"	LF	4,475		4,475.00	\$ 348.00	\$ 1,557,300.00	1,423.00	\$ 495,204.00	3,052.00	31.80%
7	Water Main, Trenched, DI, 24"	LF	70		70.00	\$ 322.00	\$ 22,540.00	40.00	\$ 12,880.00	30.00	57.14%
8	Water Main, Trenchless, PVC, 24"	LF	522		522.00	\$ 609.00	\$ 317,898.00		\$ -	522.00	0.00%
9	Water Main with Existing Casing Pipe, Trenchless, PVC, 24"	LF	273		273.00	\$ 587.00	\$ 160,251.00	273.00	\$ 160,251.00	-	100.00%
10	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	80		80.00	\$ 1,445.00	\$ 115,600.00	60.00	\$ 86,700.00	20.00	75.00%
11	Valve, Gate, 24"	EA	1		1.00	\$ 39,850.00	\$ 39,850.00		\$ -	1.00	0.00%
12	Tapping Valve Assembly, 24" x 24"	EA	1		1.00	\$ 63,890.00	\$ 63,890.00		\$ -	1.00	0.00%
13	Tapping Valve Assembly, 12" x 12"	EA	1		1.00	\$ 10,260.00	\$ 10,260.00		\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	6		6.00	\$ 11,500.00	\$ 69,000.00	2.00	\$ 23,000.00	4.00	33.33%
15	Fire Hydrant Assembly at STA. 304+78.00	EA	1		1.00	\$ 10,980.00	\$ 10,980.00		\$ -	1.00	0.00%
16	Removal of Recreational Trail	SY	1,380		1,380.00	\$ 20.00	\$ 27,600.00	1,306.70	\$ 26,134.00	73.30	94.69%
17	Recreational Trail, PCC	SY	1,350		1,350.00	\$ 65.00	\$ 87,750.00		\$ -	1,350.00	0.00%
18	Recreational Trail, HMA	SY	30		30.00	\$ 65.00	\$ 1,950.00		\$ -	30.00	0.00%
19	Granular Surfacing, Class A Roadstone	TON	325		325.00	\$ 35.00	\$ 11,375.00		\$ -	325.00	0.00%
20	Temporary Traffic Control	LS	1		1.00	\$ 20,370.00	\$ 20,370.00	0.31	\$ 6,314.70	0.69	31.00%
21	Conventional Seeding and Fertilizing, Type 6	AC	5.3		5.30	\$ 2,885.00	\$ 15,290.50		\$ -	5.30	0.00%
22	Conventional Seeding, Type 4	AC	5.3		5.30	\$ 1,575.00	\$ 8,347.50		\$ -	5.30	0.00%
23	Wattle, 9"	LF	1,000		1,000.00	\$ 2.00	\$ 2,000.00	634.00	\$ 1,268.00	366.00	63.40%
24	Wattle, Removal	LF	1,000		1,000.00	\$ 0.30	\$ 300.00		\$ -	1,000.00	0.00%
25	Site Fence	LF	2,600		2,600.00	\$ 2.00	\$ 5,200.00	1,790.00	\$ 3,580.00	810.00	68.85%
26	Site Fence, Removal	LF	2,600		2,600.00	\$ 0.30	\$ 780.00		\$ -	2,600.00	0.00%
27	Erosion Control Mulching, Hydromulching	AC	10.5		10.50	\$ 2,885.00	\$ 30,292.50		\$ -	10.50	0.00%
28	Mobilization	LS	1.0		1.00	\$ 25,000.50	\$ 25,000.50	0.50	\$ 12,500.25	0.50	50.00%
29					-		\$ -		\$ -	-	0.00%
30					-		\$ -		\$ -	-	0.00%
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32					-		\$ -		\$ -	-	0.00%
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72					-		\$ -		\$ -	-	0.00%
73					-		\$ -		\$ -	-	0.00%
74					-		\$ -		\$ -	-	0.00%
75					-		\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 2,649,525.00

\$ 828,791.95

31.28%

MATERIAL STORED ONSITE PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	QUANTITY ONSITE	UNIT PRICE	EXTENDED PRICE
1	Water Main, PVC, 24", Stab Joint	LF	1900	\$ 167.00	\$ 317,300.00
2	Water Main, PVC, 24", Restrained Joint	LF	1700	\$ 271.00	\$ 460,700.00
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4					\$ -
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45					\$ -
46					\$ -
47					\$ -

MATERIAL STORED ONSITE TO DATE

\$ 778,000.00



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Economic Development

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of \$950.00 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
 Payment #8

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 8-21-23 ~~5/5/2023~~ **PAYMENT REQUEST #** 8
PAYMENT PERIOD: From: 07/01/23 through: 07/31/23

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:	\$	35,258.75	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	35,258.75	
Less previous applications for payment:	\$	34,308.75	
SUBTOTAL	\$		950.00

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

CURRENT PAYMENT DUE \$ 950.00

Balance to finish, including retainage: \$ 33,141.25

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

Bill Bantz 8/7/2023
Signature Date

Engineer/Consultant Approval:
Firm Name

Signature Date

City of Ankeny Staff Approval 8-14-23

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 95252
Date 07/31/2023

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

Progress billing for professional services provided through date of invoice

****INCLUDE PAY APP****

Updating Preliminary Design Concepts

Description	Contract Amount	Prior Billed	Current Billed
Design			
Survey	\$9,000.00	\$9,000.00	
Permitting	\$2,600.00		
Preliminary Design	\$18,700.00	\$18,700.00	
Final Design	\$23,700.00	\$6,608.75	\$950.00
Bidding	\$3,600.00		
Construction			
Construction Staking	\$5,000.00		
Construction Administration	\$5,800.00		
	\$68,400.00	\$34,308.75	\$950.00

Invoice Amount **\$950.00**

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

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
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 \$635,203.02 to J&K Contracting, for construction services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 21, 2023 Payment Application #: 1
Payment Period: From: June 1, 2023 Through: August 11, 2023

Contract Summary:

Original Contract Amount: \$ 2,000,000.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 2,000,000.00

Total Completed to Date: \$ 69,250.13
Retainage: 5 % of Completed Work: \$ 3,462.51
Total Earned Less Retainage: \$ 65,787.62
Less Previous Applications for Payment: \$ -
SUBTOTAL: 65,787.62

OTHER CHARGES: **STORED MATERIALS** 569,415.40

CURRENT PAYMENT DUE: \$ 635,203.02

Balance to Finish, Including Retainage: \$ 1,934,212.38

Contract Time Remaining: 110.00 Working Days

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

Construction Contractor Approval: J&K Contracting

Firm Name

Signature

8/15/23
Date

Engineer / Consultant Approval: Foth Infrastructure and Environment, LLC

Firm Name

Blair A. Spotts
Digitally signed by Blair A. Spotts
DN: cn=Blair A. Spotts, o=Consultative User
Accounts, ou=Members, DC=foth, DC=com
Date: 2023.08.15 14:49:44-0500

Signature

8/15/2023

Date

City of Ankeny Staff Approval:

Don Clark
Signature

8/15/23
Date

Submit to: Don Clark, Director of Municipal Utilities

E-mail: dclark@anktynyowa.gov

Phone Number: 515-963-3529

Date Printed: 8/15/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
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Previous Applications for Payment:

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

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.1	EARTHWORK CLEARING AND GRUBBING	ACRE	3.70	0.00	3.70	\$ 9,000.00	\$ 33,300.00		\$ -		\$ 33,300.00	0.00	100.00%
4.1	SEWERS AND DRAINS SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	1,260.00	0.00	1,260.00	\$ 250.00	\$ 315,000.00		\$ -		\$ -	1,260.00	0.00%
4.2	SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1,172.00	0.00	1,172.00	\$ 950.00	\$1,113,400.00		\$ -		\$ -	1,172.00	0.00%
4.3	SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 30 IN.	LF	110.00	0.00	110.00	\$ 2,000.00	\$ 220,000.00		\$ -		\$ -	110.00	0.00%
6.1	STRUCTURES FOR SANITARY AND STORM SEWERS MANHOLE, SANITARY SEWER, SW-301, 60 IN.	EA	9.00	0.00	9.00	\$ 14,500.00	\$ 130,500.00		\$ -		\$ -	9.00	0.00%
6.2	CONNECTION TO EXISTING SANITARY MANHOLE	EA	1.00	0.00	1.00	\$ 8,000.00	\$ 8,000.00		\$ -		\$ -	1.00	0.00%
8.1	TRAFFIC CONTROL	LS	1.00	0.00	1.00	\$ 5,000.00	\$ 5,000.00		\$ -		\$ -	1.00	0.00%
9.1	SITE WORK AND LANDSCAPING CONVENTIONAL SEEDING & FERTILIZING TYPE 2 (PERMANENT COOL SEASON MIXTURE)	ACRE	2.90	0.00	2.90	\$ 1,500.00	\$ 4,350.00		\$ -		\$ -	2.90	0.00%
9.2	WETLAND SEEDING	ACRE	0.80	0.00	0.80	\$ 4,000.00	\$ 3,200.00		\$ -		\$ -	0.80	0.00%
9.3	CONVENTIONAL SEEDING & FERTILIZING TYPE 4 (URBAN TEMPORARY MIXTURE)	ACRE	3.70	0.00	3.70	\$ 700.00	\$ 2,590.00		\$ -		\$ -	3.70	0.00%
9.4	MULCHING, BONDED FIBER MATRIX	ACRE	7.40	0.00	7.40	\$ 5,000.00	\$ 37,000.00		\$ -		\$ -	7.40	0.00%
9.5	FILTER SOCK, INSTALLATION	LF	2,000.00	0.00	2,000.00	\$ 2.00	\$ 4,000.00		\$ -		\$ -	2,000.00	0.00%
9.6	FILTER SOCK, REMOVAL OF DEVICE	LF	2,000.00	0.00	2,000.00	\$ 0.25	\$ 500.00		\$ -		\$ -	2,000.00	0.00%
9.7	SILT FENCE, INSTALLATION	LF	3,000.00	0.00	3,000.00	\$ 2.00	\$ 6,000.00		\$ -		\$ -	3,000.00	0.00%
9.8	SILT FENCE, REMOVAL OF DEVICE	LF	3,000.00	0.00	3,000.00	\$ 0.25	\$ 750.00		\$ -		\$ -	3,000.00	0.00%
9.9	SURFACE RESTORATION HAUL ROUTES	LS	1.00	0.00	1.00	\$ 9,000.00	\$ 9,000.00		\$ -		\$ -	1.00	0.00%
11.1	MISCELLANEOUS MOBILIZATION	LS	1.00	0.00	1.00	\$ 107,410.00	\$ 107,410.00		\$ -		\$ 35,950.13	0.57	33.47%
12.0	CHANGE ORDER ITEMS				0.00	\$ -	\$ -		\$ -		\$ -	0.00	0.00%
12.0					0.00	\$ -	\$ -		\$ -		\$ -	0.00	0.00%
12.0					0.00	\$ -	\$ -		\$ -		\$ -	0.00	0.00%
12.0					0.00	\$ -	\$ -		\$ -		\$ -	0.00	0.00%
12.1					0.00	\$ -	\$ -		\$ -		\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$2,000,000.00 PAY PERIOD = \$ -

COMPLETED = \$ 69,250.13

3.46%

MATERIALS STORED SUMMARY

Description	Unit	Total Units	Unit Price	Ext. Cost
MANHOLE, SANITARY SEWER, SW-301, 60 IN.	LS	1	\$ 35,744.00	\$ 35,744.00
SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 30 IN.	LF	720	\$ 129.25	\$ 93,060.00
SANITARY SEWER GRAVITY MAIN, TRENCHLESS, PVC, 30 IN.	LF	1172	\$ 375.95	\$ 440,611.40
SUBTOTAL			\$	569,415.40



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$1,083.00 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SW State Street Reconstruction - Southbound Lanes
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 968.3968.4210 Finance Project #: 968.4210
Vendor Project or Invoice #: 2022000919-000 PO #: N/A
Original Contract Date: July 19, 2022 Vendor #: 2183

Date of Council Meeting: August 21, 2023 PAYMENT REQUEST # 12
PAYMENT PERIOD: From: July 2, 2023 Through: July 29, 2023

Contract Summary

Original Contract Amount:	\$	102,600.00	
Net change by Change Orders:	\$	47,450.00	
Contract Amount to Date: (line 1 ± 2)	\$	150,050.00	
Total completed and stored to date:	\$	139,652.09	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	139,652.09	
Less previous applications for payment:	\$	138,569.09	
SUBTOTAL	\$	1,083.00	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,083.00

Balance to finish, including retainage: \$ 10,397.91

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matt Grgurich, - Civil Engineer I

E-mail:

MGrgrich@AnkenyIowa.gov

Phone:

(515) 963-3549

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 15, 2022	\$ 7,553.00
2	September 19, 2022	\$ 13,860.00
3	October 17, 2022	\$ 23,008.75
4	November 21, 2022	\$ 21,080.25
5	December 19, 2022	\$ 26,760.50
6	January 17, 2023	\$ 9,948.05
7	February 20, 2023	\$ 389.45
8	April 17, 2023	\$ 25,060.50
9	May 15, 2023	\$ 835.00
10	June 19, 2023	\$ 4,132.50
11	July 17, 2023	\$ 5,941.09
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 138,569.09

Record of Change Orders

No.	Date	Amount
1	March 6, 2023	\$ 47,450.00
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CHANGE ORDER TOTAL = \$ 47,450.00

Contract Time Remaining

Contract Period: Working Days
 Construction Start Date:

Substantial Completion

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

Full Completion

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

August 3, 2023



Mr. Matt Grgurich
Civil Engineer I
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023

RE: SW State Street Reconstruction – Southbound Lanes
Progress Report No. 12
MEC Project No. 2022000919-000

Dear Mr. Grgurich:

This is the twelfth progress report for the above referenced project and covers work through July 29, 2023. Work related to this project through this period includes project administration, shop drawing / submittal review, and construction staking.

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

Sincerely,

Colton D. Hoffmann, P.E.
Project Engineer

Enclosures



1360 NW 121st Street
Clive, IA 50325

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

July 31, 2023
Project No: 2022000919-000
Invoice No: 146751
Due Date: August 30, 2023

Project 2022000919-000 Ankeny SW State Street Reconstruction - Southbound Lanes
Professional Services from July 02, 2023 to July 29, 2023

Phase 600 Construction Administration

	Hours	Rate	Amount
Engineer III	2.00	185.00	370.00
Totals	2.00		370.00
Total Labor			370.00
Total this Phase			\$370.00

Phase 700 Survey Services

	Hours	Rate	Amount
Crew Chief	2.00	135.00	270.00
Intern	2.00	75.00	150.00
Totals	4.00		420.00
Total Labor			420.00

Mileage (.90 p/mile)

18.00

Total this Phase \$438.00

Phase 850 Project Management and Coordination

	Hours	Rate	Amount
Project Coordinator	.50	135.00	67.50
Engineer III	.50	185.00	92.50
Totals	1.00		160.00
Total Labor			160.00
Total this Phase			\$160.00

Phase 900 Additional Services

Project	2022000919-000	Ankeny SW State Street Reconstruction -	Invoice	146751
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	Hours	Rate	Amount	
Project Manager III	.50	230.00	115.00	
Totals	.50		115.00	
Total Labor				115.00

Total this Phase \$115.00

	Current	Prior	To-Date	
Total Billings	1,083.00	138,569.09	139,652.09	
Contract Limit (not-to-exceed)			150,050.00	
Contract Limit Remaining			10,397.91	
		Total Due this Invoice		\$1,083.00



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #16 in the amount of \$63,642.51 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd.
Contractor: McClure Engineering Company
Address: 335 SE Oralabor Road; Ankeny, IA 50021
Finance Budget Code: 953.3953.4210 **Finance Project #** 953.421
Vendor Project or Invoice #: 211008-010 **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 2183

Date of Council Meeting: 08/21/2023 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: July 2, 2023 Through: July 28, 2023

Contract Summary

Original Contract Amount:	\$	385,000.00	
Net change by Change Orders:	\$	395,300.00	
Contract Amount to Date: (line 1 ± 2)	\$	780,300.00	
Total completed and stored to date:	\$	677,574.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	677,574.70	
Less previous applications for payment:	\$	613,932.19	
SUBTOTAL	\$		63,642.51

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 63,642.51

Balance to finish, including retainage: \$ 102,725.30

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:

McClure Engineering Company

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Jim Haberichter, P.E. - Civil Engineer II

E-mail:

JHaberichter@AnkenyIowa.gov

Phone:

(515) 963-3536

Fax:

(515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 18, 2022	\$ 75,028.75
2	May 16, 2022	\$ 70,068.80
3	June 20, 2022	\$ 12,000.00
4	June 18, 2022	\$ 25,675.21
5	August 15, 2022	\$ 28,367.75
6	September 19, 2022	\$ 38,946.51
7	October 17, 2022	\$ 38,657.50
8	November 21, 2022	\$ 91,841.25
9	December 19, 2022	\$ 2,900.00
10	January 17, 2023	\$ 1,514.23
11	March 20, 2023	\$ 55,396.27
12	May 1, 2023	\$ 33,864.41
13	May 15, 2023	\$ 32,390.44
14	June 19, 2023	\$ 39,874.11
15	July 17, 2023	\$ 67,406.96
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 613,932.19

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 395,300.00
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CHANGE ORDER TOTAL = \$ 395,300.00

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



1360 NW 121st Street
Clive, IA 50325

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

July 31, 2023
Project No: 0000211008-010
Invoice No: 146908
Due Date: August 30, 2023

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

Professional Services from July 02, 2023 to July 29, 2023

Phase	600	Construction Administration
Task	601	Construction Administration

	Hours	Rate	Amount	
Project Manager III	13.50	230.00	3,105.00	
Project Coordinator	.50	135.00	67.50	
Engineer III	84.50	185.00	15,632.50	
Totals	98.50		18,805.00	
Total Labor				18,805.00
Mileage (.655/.50 p/mile)				85.20
Total this Task				\$18,890.20
Total this Phase				\$18,890.20

Phase	650	Onsite Project Representative
-------	-----	-------------------------------

	Hours	Rate	Amount	
Engineer I	145.25	125.00	18,156.25	
On Site Representative I	1.00	115.00	115.00	
Intern	44.50	75.00	3,337.50	
On-Site Representative II	81.50	155.00	12,632.50	
Totals	272.25		34,241.25	
Total Labor				34,241.25
Reimbursable Expenses				
Mileage			156.26	
Total Reimbursables			156.26	156.26

Mileage (.655/.50 p/mile)				366.15
Total this Phase				\$34,763.66

Project	0000211008-010	Ankeny NW 18th St Reconstruction	Invoice	146908
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Phase	700	Survey Services
Task	701	Survey Services (General)

	Hours	Rate	Amount	
Crew Chief	2.00	135.00	270.00	
Intern	11.50	75.00	862.50	
Totals	13.50		1,132.50	
Total Labor				1,132.50

Mileage (.90 p/mile)				9.00
Total this Task				\$1,141.50

Task	760	Construction Staking
------	-----	----------------------

	Hours	Rate	Amount	
Project Manager I	2.75	185.00	508.75	
Crew Chief	42.50	135.00	5,737.50	
Crew Member	2.50	95.00	237.50	
Intern	28.50	75.00	2,137.50	
Totals	76.25		8,621.25	
Total Labor				8,621.25

Mileage (.90 p/mile)				225.90
Total this Task				\$8,847.15
Total this Phase				\$9,988.65

Phase	950	Subconsultants and Fees
Total this Phase		0.00

	Current	Prior	To-Date	
Total Billings	63,642.51	613,932.19	677,574.70	
Contract Limit (not-to-exceed)			780,300.00	
Contract Limit Remaining			102,725.30	
Total Due this Invoice				\$63,642.51

August 7, 2023



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

RE: NW 18th Street Reconstruction – NW Ash Drive to N Ankeny Boulevard
Progress Report No. 16
MEC Project No. 211008-010

Dear Mr. Haberichter:

This is the sixteenth progress report for the above referenced project and covers work through July 28, 2023. Work related to this project through this period includes construction staking, shop drawing review, sewer video reviews, revisions to plans per found conflicts, utility coordination, construction observation, construction meetings, and construction administration.

Elder Corporation has completed approximately 63.3% of the project contract while using 96 of 130 working days (73.8%). Elder has completed most of Site A and B paving as well as subbase installation of Site C. Elder has completed all storm sewer and water main installation. Elder is expected to finish Site C paving and begin sidewalk paving over the next few weeks. Stage 2 paving is expected to be completed mid-August while traffic signal installation work will continue through August and September. Stage 2 closure is expected to last until August 22, 2023.

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

Sincerely,

Scott E. Port, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$27,345.28 to OMG Midwest DBA Des Moines Asphalt and Paving for construction services on the 2023 Asphalt Street Resurfacing Program - SW Ordinance Road project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Asphalt Street Resurfacing Program - SW Ordinance Road
Contractor: OMG Midwest DBA Des Moines Asphalt and Paving
Address: 1240 SE Tones Drive, Suite 13, Ankeny, IA 50023
Finance Budget Code: 950.3950.4451 Finance Project #: 950.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: April 3, 2023 Vendor Account #: 593

Date of Council Meeting: August 21, 2023 Payment Application #: 2

Payment Period: From: July 1, 2023 Through: August 5, 2023

Contract Summary:

Original Contract Amount: \$ 287,829.95
Net Change by Change Orders: \$ 2,400.00
Contract Amount to Date: (line 1 ± 2) \$ 290,229.95

Total Completed and Stored to Date: \$ 277,626.28
Retainage: 5 % of Completed Work: \$ 13,881.31
Total Earned Less Retainage: \$ 263,744.97
Less Previous Applications for Payment: \$ 236,399.69
SUBTOTAL: \$ 27,345.28

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 27,345.28

Balance to Finish, Including Retainage: \$ 26,484.99

Contract Time Remaining: - Calendar Date

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

Construction Contractor Approval: OMG Midwest DBA Des Moines Asphalt and Paving

Brian Beard

Signature

Firm Name

08/09/2023

Date

Engineer / Consultant Approval: City of Ankeny

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Jim Haberichter
Signature

8/11/2023
Date

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

Date Printed: 8/9/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Topsoil, Off-site	CY	175.00		175.00	\$ 94.75	\$ 16,581.25		\$ -	72.00	72.00	\$ 6,822.00	103.00	41.14%
2.02	Excavation, Class 13, For Widening	CY	307.00		307.00	\$ 26.80	\$ 8,227.60		\$ -	307.00	307.00	\$ 8,227.60	0.00	100.00%
2.03	Granular Shoulder, Type B	TON	124.00		124.00	\$ 45.50	\$ 5,642.00		\$ -	183.55	183.55	\$ 8,351.33	(59.55)	148.02%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1.00		1.00	\$ 3,215.00	\$ 3,215.00		\$ -		0.00	\$ -	1.00	0.00%
STREETS AND RELATED WORK														
7.01	Pavement, HMA, Standard Traffic, 4" Base Course, 3/4" Mix, PG58-28S	TON	230.00		230.00	\$ 96.00	\$ 22,080.00		\$ -	196.45	196.45	\$ 18,859.20	33.55	85.41%
7.02	Pavement, HMA, Standard Traffic, 2" Intermediate Course, 1/2" Mix, PG58-28H	TON	646.00		646.00	\$ 96.00	\$ 62,016.00		\$ -	614.31	614.31	\$ 58,873.76	31.69	95.09%
7.03	Pavement, HMA, Standard Traffic, 2" Surface Course, 1/2" Mix, PG58-28H	TON	731.00		731.00	\$ 96.00	\$ 70,176.00		\$ -	795.29	795.29	\$ 76,347.84	(64.29)	108.79%
7.04	Removal of Sidewalk	SY	87.00		87.00	\$ 16.10	\$ 1,400.70		\$ -	87.00	87.00	\$ 1,400.70	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 5" Thick	SY	46.00		46.00	\$ 80.00	\$ 3,680.00	46.00	\$ 3,680.00		46.00	\$ 3,680.00	0.00	100.00%
7.06	Sidewalk, PCC, Class C, 6" Thick	SY	47.00		47.00	\$ 117.00	\$ 5,499.00	47.00	\$ 5,499.00		47.00	\$ 5,499.00	0.00	100.00%
7.07	Decorable Warnings, Galvanized Steel	SF	72.00		72.00	\$ 59.00	\$ 4,248.00	72.00	\$ 4,248.00		72.00	\$ 4,248.00	0.00	100.00%
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	42.00		42.00	\$ 150.00	\$ 6,300.00	38.00	\$ 5,700.00		38.00	\$ 5,700.00	4.00	90.48%
7.09	Milling, HMA, 2" Depth	SY	5,413.00		5,413.00	\$ 2.80	\$ 15,156.40		\$ -	5413.00	5,413.00	\$ 15,156.40	0.00	100.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Durable	STA	75.00		75.00	\$ 153.00	\$ 11,475.00	11.50	\$ 1,759.50	64.75	76.25	\$ 11,656.25	(1.25)	101.67%
8.02	Grooves Cut for Pavement Markings	STA	75.00		75.00	\$ 102.00	\$ 7,650.00	11.50	\$ 1,173.00	64.75	76.25	\$ 7,777.50	(1.25)	101.67%
8.03	Temporary Traffic Control	LS	1.00		1.00	\$ 20,500.00	\$ 20,500.00	0.25	\$ 5,125.00		1.00	\$ 20,500.00	0.00	100.00%
8.04	Portable Dynamic Message Sign (PDMS)	CDAY	10.00		10.00	\$ 331.00	\$ 3,310.00		\$ -	10.00	10.00	\$ 3,310.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20		0.20	\$ 2,550.00	\$ 510.00		\$ -	0.21	0.21	\$ 535.50	(0.01)	105.00%
9.02	Conventional Seeding and Fertilizing, Type 6	AC	0.20		0.20	\$ 5,100.00	\$ 1,020.00		\$ -		0.00	\$ -	0.20	0.00%
9.03	Erosion Control Mulching, Hydromulching, BFM	AC	0.40		0.40	\$ 5,100.00	\$ 2,040.00		\$ -	0.21	0.21	\$ 1,071.00	0.19	52.50%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 15,500.00	\$ 15,500.00		\$ -	1.00	1.00	\$ 15,500.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 1,600.00	\$ 1,600.00	1.00	\$ 1,600.00		1.00	\$ 1,600.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Remobilize shoulder equipment	LS		1.00	1.00	\$ 2,400.00	\$ 2,400.00		\$ -	1.00	1.00	\$ 2,400.00	0.00	100.00%
12.02					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00		\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 290,226.95 PAY PERIOD = \$ 28,784.50

COMPLETED = \$ 277,626.28

95.66%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 236,399.69
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 236,399.69

Record of Change Orders:

No.	Date	Amount
1	July 17, 2023	\$ 2,400.00
2		
3		
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14		
15		

CHANGE ORDER TOTAL = \$ 2,400.00

Contract Time Remaining:

Contract Period:	Calendar Date
Construction Start Date:	June 5, 2023

Substantial Completion:

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

Full Completion:

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$207,386.43 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements - Phase 2
Contractor: On Track Construction, LLC
Address: 1435 W F Ave, Nevada, IA 50201
Finance Budget Code: 610.3610.4450 Finance Project #: 610.445
650.3650.4452 963.3963.4451 650.4452 963.4451
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: December 5, 2022 Vendor Account #: 9363

Date of Council Meeting: August 21, 2023 Payment Application #: 4

Payment Period: From: July 2, 2023 Through: August 5, 2023

Contract Summary:

Original Contract Amount: \$ 2,027,500.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 2,027,500.00

Total Completed and Stored to Date: \$ 663,641.00
Retainage: 5 % of Completed Work: \$ 33,182.05
Total Earned Less Retainage: \$ 630,458.95
Less Previous Applications for Payment: \$ 423,072.52
SUBTOTAL: \$ 207,386.43

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 207,386.43

Balance to Finish, Including Retainage: \$ 1,397,041.05

Contract Time Remaining: 74.50 Working Days

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

Construction Contractor Approval: On Track Construction, LLC

Signature: [Signature] Date: 8-10-23

Engineer / Consultant Approval:

Signature: Date:

City of Ankeny Staff Approval:

Signature: [Signature] Date: 8/10/2023

Submit to: Matthew Grgurich - Civil Engineer II
E-mail: MGrgrich@AnkenyIowa.gov Phone Number: (515) 963-3549

Date Printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 15,000.00	\$ 15,000.00		\$ -	0.50	0.50	\$ 7,500.00	0.50	50.00%
2.02	Topsoil, Off-site	CY	290.00		290.00	\$ 30.00	\$ 8,700.00		\$ -		0.00	\$ -	290.00	0.00%
2.03	Excavation, Class 10	CY	1,045.00		1,045.00	\$ 25.00	\$ 26,125.00	218.00	\$ 5,450.00	200.00	418.00	\$ 10,450.00	627.00	40.00%
2.04	Subgrade Preparation, 8" Depth	SY	4,620.00		4,620.00	\$ 2.50	\$ 11,550.00	2,063.00	\$ 5,157.50		2,063.00	\$ 5,157.50	2,557.00	44.65%
2.05	Subgrade Treatment, Geogrid, Triangular	SY	480.00		480.00	\$ 6.00	\$ 2,760.00		\$ -		0.00	\$ -	460.00	0.00%
2.06	Subbase, Modified, 6" Depth (Virgin Aggregate)	SY	4,480.00		4,480.00	\$ 14.00	\$ 62,720.00		\$ -		0.00	\$ -	4,480.00	0.00%
2.07	Removal of Structure, Wood Shed, 10' X 6'	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
2.08	Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	0.50	\$ 1,750.00		0.50	\$ 1,750.00	0.50	50.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00	0.20	\$ 700.00	0.30	0.50	\$ 1,750.00	0.50	50.00%
SEWERS AND DRAINS														
4.01	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 8" Diameter	LF	1,100.00		1,100.00	\$ 155.00	\$ 170,500.00		\$ -	464.00	464.00	\$ 71,920.00	636.00	42.18%
4.02	Sanitary Sewer, Service Sub, PVC, 4" Diameter	LF	430.00		430.00	\$ 115.00	\$ 49,450.00		\$ -	200.00	200.00	\$ 23,000.00	230.00	46.51%
4.03	Removal of Sanitary Sewer, Less than or equal to 36" Diameter	LF	775.00		775.00	\$ 27.00	\$ 20,925.00		\$ -	475.00	475.00	\$ 12,825.00	300.00	61.29%
4.04	Sanitary Sewer Cleanout, Temporary (Type 1)	EA	2.00		2.00	\$ 2,550.00	\$ 5,100.00		\$ -	1.00	1.00	\$ 2,550.00	1.00	50.00%
4.05	Sanitary Sewer Cleanout, Temporary (Type 2)	EA	1.00		1.00	\$ 2,150.00	\$ 2,150.00		\$ -	1.00	1.00	\$ 2,150.00	0.00	100.00%
4.06	Sanitary Sewer Abandonment, Fill and Plug	LF	300.00		300.00	\$ 30.00	\$ 9,000.00		\$ -		0.00	\$ -	300.00	0.00%
4.07	Storm Sewer, Trenched, Class III RCP, 15" Diameter (CI R-2 Bed)	LF	462.00		462.00	\$ 130.00	\$ 60,060.00	82.00	\$ 10,660.00		82.00	\$ 10,660.00	380.00	17.75%
4.08	Storm Sewer, Trenched, Class III RCP, 18" Diameter (CI R-2 Bed)	LF	66.00		66.00	\$ 132.00	\$ 8,712.00		\$ -	34.00	34.00	\$ 4,488.00	32.00	51.52%
4.09	Storm Sewer, Trenched, Class III RCP, 24" Diameter (CI R-2 Bed)	LF	36.00		36.00	\$ 165.00	\$ 5,940.00		\$ -		0.00	\$ -	36.00	0.00%
4.10	Storm Sewer, Trenched, Class III RCP, 30" Diameter (CI R-2 Bed)	LF	280.00		280.00	\$ 180.00	\$ 50,400.00	116.00	\$ 20,880.00	164.00	280.00	\$ 50,400.00	0.00	100.00%
4.11	Storm Sewer, Trenched, Class III RCP, 36" Diameter (CI R-2 Bed)	LF	478.00		478.00	\$ 220.00	\$ 105,160.00		\$ -	152.00	152.00	\$ 33,440.00	326.00	31.80%
4.12	Storm Sewer, Trenched, Class III RCP, 42" Diameter (CI R-2 Bed)	LF	8.00		8.00	\$ 430.00	\$ 3,440.00		\$ -	8.00	8.00	\$ 3,440.00	0.00	100.00%
4.13	Storm Sewer, Trenched, A-2000 PVC, 36" Diameter	LF	168.00		168.00	\$ 460.00	\$ 77,280.00		\$ -	168.00	168.00	\$ 77,280.00	0.00	100.00%
4.14	Removal of Storm Sewer, Less than or equal to 36" Diameter	LF	281.00		281.00	\$ 28.00	\$ 7,868.00		\$ -	225.00	225.00	\$ 6,300.00	56.00	80.07%
4.15	Storm Sewer Abandonment, Fill and Plug	LF	217.00		217.00	\$ 60.00	\$ 13,020.00		\$ -		0.00	\$ -	217.00	0.00%
4.16	Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,450.00	\$ 2,450.00		\$ -	1.00	1.00	\$ 2,450.00	0.00	100.00%
4.17	Footing for Concrete Pipe Apron, RCP, 42" Diameter	EA	1.00		1.00	\$ 850.00	\$ 850.00		\$ -	1.00	1.00	\$ 850.00	0.00	100.00%
4.18	Pipe Apron Guard, RCP, 42" Diameter	EA	1.00		1.00	\$ 2,100.00	\$ 2,100.00		\$ -	1.00	1.00	\$ 2,100.00	0.00	100.00%
4.19	Footing Drain Collector/Subdrain, Corrugated PVC, 8" Diameter	LF	2,000.00		2,000.00	\$ 50.00	\$ 100,000.00	627.00	\$ 31,350.00		627.00	\$ 31,350.00	1,373.00	31.35%
4.20	Footing Drain Cleanout, Type B, 24" Diameter	EA	2.00		2.00	\$ 765.00	\$ 1,530.00		\$ -		0.00	\$ -	2.00	0.00%
4.21	Footing Drain Outlet Into Structure, 8" Diameter	EA	19.00		19.00	\$ 575.00	\$ 10,925.00	6.00	\$ 3,450.00		6.00	\$ 3,450.00	13.00	31.58%
4.22	Storm Sewer Service Sub, PVC, 1.5" Diameter	LF	210.00		210.00	\$ 200.00	\$ 42,000.00	42.00	\$ 8,400.00		42.00	\$ 8,400.00	168.00	20.00%
WATER MAINS AND APPURTENANCES														
5.01	Water Main, Temporary, PEX, 2" Diameter	LF	1,100.00		1,100.00	\$ 41.00	\$ 45,100.00	247.00	\$ 10,127.00	247.00	494.00	\$ 20,254.00	606.00	44.91%
5.02	Water Main, Trenched, PVC, 4" Diameter	LF	30.00		30.00	\$ 94.00	\$ 2,820.00		\$ -		0.00	\$ -	30.00	0.00%
5.03	Water Main, Trenched, PVC, 6" Diameter	LF	20.00		20.00	\$ 98.00	\$ 1,960.00		\$ -		0.00	\$ -	20.00	0.00%
5.04	Water Main, Trenched, PVC, 8" Diameter	LF	1,150.00		1,150.00	\$ 84.00	\$ 96,600.00	512.00	\$ 43,008.00		512.00	\$ 43,008.00	638.00	44.52%
5.05	Fitting, 22.50 Degree Bend, 4"	EA	4.00		4.00	\$ 1,215.00	\$ 4,860.00		\$ -		0.00	\$ -	4.00	0.00%
5.06	Fitting, 22.50 Degree Bend, 6"	EA	2.00		2.00	\$ 1,315.00	\$ 2,630.00		\$ -		0.00	\$ -	2.00	0.00%
5.07	Fitting, 22.50 Degree Bend, 8"	EA	2.00		2.00	\$ 1,705.00	\$ 3,410.00	1.00	\$ 1,455.00		1.00	\$ 1,455.00	1.00	50.00%
5.08	Fitting, 8" X 8" Tee	EA	2.00		2.00	\$ 1,705.00	\$ 3,410.00	1.00	\$ 1,705.00		1.00	\$ 1,705.00	1.00	50.00%
5.09	Fitting, 8" X 4" Reducer	EA	2.00		2.00	\$ 1,020.00	\$ 2,040.00	1.00	\$ 1,020.00		1.00	\$ 1,020.00	1.00	50.00%
5.10	Fitting, 8" X 6" Reducer	EA	1.00		1.00	\$ 1,035.00	\$ 1,035.00		\$ -		0.00	\$ -	1.00	0.00%
5.11	Water Service, Polyethylene, 0.75" Diameter, Near Side	EA	12.00		12.00	\$ 2,445.00	\$ 29,340.00	5.00	\$ 12,225.00		5.00	\$ 12,225.00	7.00	41.67%
5.12	Water Service, Polyethylene, 0.75" Diameter, Far Side	EA	2.00		2.00	\$ 3,020.00	\$ 6,040.00	1.00	\$ 3,020.00		1.00	\$ 3,020.00	1.00	50.00%
5.13	Gate Valve, 8"	EA	4.00		4.00	\$ 2,765.00	\$ 11,060.00	2.00	\$ 5,530.00		2.00	\$ 5,530.00	2.00	50.00%
5.14	Fire Hydrant Assembly, Alternate	EA	3.00		3.00	\$ 7,000.00	\$ 21,000.00	1.00	\$ 7,000.00		1.00	\$ 7,000.00	2.00	33.33%
5.15	Fire Hydrant Assembly, Removal	EA	3.00		3.00	\$ 1,800.00	\$ 5,400.00	1.00	\$ 1,800.00		1.00	\$ 1,800.00	2.00	33.33%
5.16	Removal of Water Main	LF	1,190.00		1,190.00	\$ 22.00	\$ 26,180.00	472.00	\$ 10,384.00	40.00	512.00	\$ 11,264.00	678.00	43.03%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, Type SW-301, 48" Diameter	EA	5.00		5.00	\$ 5,640.00	\$ 28,200.00		\$ -	1.00	1.00	\$ 5,640.00	4.00	20.00%
6.02	Manhole, Type SW-401, 60" Diameter	EA	1.00		1.00	\$ 8,950.00	\$ 8,950.00		\$ -	1.00	1.00	\$ 8,950.00	0.00	100.00%
6.03	Manhole, Type SW-401, 72" Diameter	EA	1.00		1.00	\$ 9,600.00	\$ 9,600.00		\$ -		0.00	\$ -	1.00	0.00%
6.04	Intake Type SW-505	EA	7.00		7.00	\$ 6,290.00	\$ 44,030.00	3.00	\$ 18,870.00	1.00	4.00	\$ 25,160.00	3.00	57.14%
6.05	Intake Type SW-506	EA	6.00		6.00	\$ 12,145.00	\$ 72,870.00		\$ -	1.00	1.00	\$ 12,145.00	5.00	16.67%
6.06	Intake Type SW-513, 6' X 6'	EA	1.00		1.00	\$ 10,350.00	\$ 10,350.00		\$ -	1.00	1.00	\$ 10,350.00	0.00	100.00%
6.07	Manhole Adjustment, Major	EA	1.00		1.00	\$ 3,150.00	\$ 3,150.00		\$ -		0.00	\$ -	1.00	0.00%
6.08	Remove Manhole, Sanitary	EA	4.00		4.00	\$ 600.00	\$ 2,400.00		\$ -	1.00	1.00	\$ 600.00	3.00	25.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

6.09	Remove Cleanout, Storm	EA	2.00		2.00	\$ 600.00	\$ 1,200.00		\$ -		0.00	\$ -	2.00	0.00%
6.10	Remove Intake, Storm	EA	3.00		3.00	\$ 600.00	\$ 1,800.00		\$ -	1.00	1.00	\$ 600.00	2.00	33.33%
6.11	Remove Cleanout, Sanitary	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -	1.00	1.00	\$ 500.00	1.00	50.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, C-SUD, 8"	SY	3,517.00		3,517.00	\$ 88.00	\$ 309,496.00		\$ -		0.00	\$ -	3,517.00	0.00%
7.02	Pavement, PCC, C-SUD, 7"	ST	264.00		264.00	\$ 56.50	\$ 14,916.00		\$ -		0.00	\$ -	264.00	0.00%
7.03	PCC Pavement Samples and Testing	LS	1.00		1.00	\$ 4,850.00	\$ 4,850.00		\$ -		0.00	\$ -	1.00	0.00%
7.04	Removal of Sidewalk	SY	680.00		680.00	\$ 15.00	\$ 10,200.00		\$ -	359.00	359.00	\$ 5,385.00	321.00	52.79%
7.05	Removal of Driveway	SY	692.00		692.00	\$ 15.00	\$ 10,380.00		\$ -	364.00	364.00	\$ 5,460.00	328.00	52.60%
7.06	Sidewalk, PCC, 4"	SY	801.00		801.00	\$ 46.00	\$ 36,846.00		\$ -		0.00	\$ -	801.00	0.00%
7.07	Sidewalk, PCC, 6"	SY	35.00		35.00	\$ 182.00	\$ 6,370.00		\$ -		0.00	\$ -	35.00	0.00%
7.08	Detectable Warnings, Galvanized Steel	SF	68.00		68.00	\$ 52.50	\$ 3,570.00		\$ -		0.00	\$ -	68.00	0.00%
7.09	Driveway, Paved, PCC, 6"	SY	719.00		719.00	\$ 58.00	\$ 41,702.00		\$ -	69.00	69.00	\$ 4,002.00	650.00	9.60%
7.10	Pavement Removal	SY	3,297.00		3,297.00	\$ 15.00	\$ 49,455.00		\$ -	1615.00	1,615.00	\$ 24,225.00	1,682.00	48.98%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00		\$ -	0.50	0.50	\$ 4,000.00	0.50	50.00%
8.02	Portable Dynamic Message Signs	CDAY	10.00		10.00	\$ 200.00	\$ 2,000.00		\$ -	10.00	10.00	\$ 2,000.00	0.00	100.00%
8.03	Remove and Reinstall Type A Sign	EA	5.00		5.00	\$ 300.00	\$ 1,500.00		\$ -	1.00	1.00	\$ 300.00	4.00	20.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	0.30	0.30	\$ 900.00	0.70	30.00%
9.02	Rip Rap, Erosion Stone, Remove and Reinstall	TON	50.00		50.00	\$ 93.50	\$ 4,675.00		\$ -	50.00	50.00	\$ 4,675.00	0.00	100.00%
9.03	Silt Fence Ditch Check	LF	50.00		50.00	\$ 10.00	\$ 500.00		\$ -		0.00	\$ -	50.00	0.00%
9.04	Silt Fence Ditch Check, Removal	LF	50.00		50.00	\$ 5.00	\$ 250.00		\$ -		0.00	\$ -	50.00	0.00%
9.05	Erosion Control Mulching, Hydromulching, BFM	AC	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	0.30	0.30	\$ 900.00	0.70	30.00%
9.06	Inlet Protection Device, Rock	EA	13.00		13.00	\$ 850.00	\$ 11,050.00		\$ -		0.00	\$ -	13.00	0.00%
9.07	Inlet Protection Device, Drop In & Removal	EA	28.00		28.00	\$ 125.00	\$ 3,500.00		\$ -		0.00	\$ -	28.00	0.00%
9.08	Inlet Protection Device, Maintenance	EA	56.00		56.00	\$ 25.00	\$ 1,400.00		\$ -		0.00	\$ -	56.00	0.00%
9.09	Removal of Fence, Wood Privacy Fence	LF	100.00		100.00	\$ 20.00	\$ 2,000.00		\$ -	100.00	100.00	\$ 2,000.00	0.00	100.00%
9.10	Temporary Fence, Orange Mesh, Safety Fence	LS	1.00		1.00	\$ 8,500.00	\$ 8,500.00	0.10	\$ 850.00	0.40	0.50	\$ 4,250.00	0.50	50.00%
DEMOLITION														
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 125,000.00	\$ 125,000.00	0.10	\$ 12,500.00	0.30	0.40	\$ 50,000.00	0.60	40.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00	0.10	\$ 505.00	0.20	0.30	\$ 1,515.00	0.70	30.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 5,050.00	\$ 5,050.00	0.10	\$ 505.00	0.20	0.30	\$ 1,515.00	0.70	30.00%
11.04	Temporary Pedestrian Ramp	EA	5.00		5.00	\$ 505.00	\$ 2,525.00		\$ -	1.00	1.00	\$ 505.00	4.00	20.00%
11.05	Temporary Granular Sidewalk	SY	568.00		568.00	\$ 30.00	\$ 17,040.00		\$ -	79.00	79.00	\$ 2,370.00	489.00	13.91%
11.06	Concrete Washout	LS	1.00		1.00	\$ 2,020.00	\$ 2,020.00		\$ -		0.00	\$ -	1.00	0.00%
11.07	Pre & Post Foundation Inspection	LS	1.00		1.00	\$ 2,505.00	\$ 2,505.00		\$ -	0.50	0.50	\$ 1,252.50	0.50	50.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03						\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$2,027,500.00 PAY PERIOD = \$ 218,301.50

COMPLETED = \$ 563,641.00

32.73%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 145,789.37
2	June 19, 2023	\$ 129,995.15
3	July 17, 2023	\$ 147,288.00
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 423,072.52

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

Substantial Completion:

Contract Working Days:	140.0
Added by Change Order:	
Total Working Days:	140.0
Working Days Used to Date:	75.5
Working Days Remaining:	64.5

Full Completion:

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$193,801.90 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 PCC Street Patching Program
Contractor: TK Concrete, Inc.
Address: 1608 Fifield Road Pella, Iowa 50219
Finance Budget Code: 963.3963.4451 Finance Project #: 963.4451
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: February 20, 2023 Vendor Account #: 4907

Date of Council Meeting: August 21, 2023 Payment Application #: 4
Payment Period: From: July 2, 2023 Through: August 5, 2023

Contract Summary:

Original Contract Amount:	\$	840,250.00	
Net Change by Change Orders:	\$	14,885.00	
Contract Amount to Date: (line 1 ± 2)	\$	855,135.00	
Total Completed and Stored to Date:	\$	809,391.00	
Retainage: <u>5</u> % of Completed Work:	\$	40,469.55	
Total Earned Less Retainage:	\$	768,921.45	
Less Previous Applications for Payment:	\$	575,119.55	
SUBTOTAL:	\$	193,801.90	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	193,801.90	
Balance to Finish, Including Retainage:	\$	86,213.55	

Contract Time Remaining: 31.00 Working Days

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

Construction Contractor Approval: TK Concrete, Inc.
Firm Name
Signature: [Signature] Date: 8-14-23

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

City of Ankeny Staff Approval:
Signature: Adam Lust Date: 08/14/23

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole Adjustment, Sanitary, Minor, Reuse Casting	EA	1.00		1.00	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	1.00	1.00	\$ 2,000.00	0.00	100.00%
6.02	Manhole Adjustment, Storm, Minor, SELFLEVEL Casting	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
6.03	Manhole Adjustment, Storm, Minor, Two-Piece Casting	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.00	\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
6.04	Intake Adjustment, Minor, Single Grate	EA	8.00		8.00	\$ 2,250.00	\$ 18,000.00	0.00	\$ -	4.50	4.50	\$ 10,125.00	3.50	56.25%
6.05	Intake Adjustment, Major, Single Grate (Partial Rebuild)	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 7" Thick	SY	1,341.00		1,341.00	\$ 76.00	\$ 101,916.00	1,078.00	\$ 81,928.00	1,078.00	1,078.00	\$ 81,928.00	263.00	80.39%
7.02	Pavement, PCC, Class C-SUD, 8" Thick	SY	2,129.00	18.00	2,147.00	\$ 90.00	\$ 193,230.00	794.00	\$ 71,460.00	1,353.00	2,147.00	\$ 193,230.00	0.00	100.00%
7.03	Removal of Sidewalk	SY	160.00		160.00	\$ 15.00	\$ 2,400.00	35.00	\$ 525.00	125.00	160.00	\$ 2,400.00	0.00	100.00%
7.04	Sidewalk, PCC, Class C, 4" Thick	SY	105.00		105.00	\$ 70.00	\$ 7,350.00	0.00	\$ -	74.00	74.00	\$ 5,180.00	31.00	70.48%
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	96.00		96.00	\$ 87.50	\$ 8,400.00	0.00	\$ -	79.00	79.00	\$ 6,912.50	17.00	82.29%
7.06	Detachable Warnings, Galvanized Steel	SF	112.00		112.00	\$ 55.00	\$ 6,160.00	0.00	\$ -	80.00	80.00	\$ 4,400.00	32.00	71.43%
7.07	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	2,168.00	113.00	2,281.00	\$ 115.00	\$ 262,315.00	0.00	\$ -	2,331.00	2,331.00	\$ 268,065.00	(50.00)	102.19%
7.08	Subbase Over-excavation, 6" Depth	SY	500.00		500.00	\$ 20.00	\$ 10,000.00	0.00	\$ -	1,353.00	3,488.00	\$ 52,320.00	0.00	100.00%
7.09	Pavement Removal, PCC	SY	3,470.00	18.00	3,488.00	\$ 15.00	\$ 52,320.00	2,135.00	\$ 32,025.00	1,353.00	3,488.00	\$ 52,320.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	Painted Pavement Markings, Waterborne	STA	10.30		10.30	\$ 750.00	\$ 7,725.00	0.00	\$ -	12.20	12.20	\$ 9,150.00	(1.90)	118.45%
8.02	Painted Pavement Markings, Durable	STA	3.80		3.80	\$ 1,200.00	\$ 4,560.00	0.00	\$ -	3.90	3.90	\$ 4,680.00	(0.10)	102.63%
8.03	Wet, Retroreflective Removable Tape Markings	STA	1.60		1.60	\$ 375.00	\$ 600.00	0.00	\$ -	3.40	3.40	\$ 1,275.00	(1.80)	212.50%
8.04	Grooves Cut for Pavement Markings	STA	3.80		3.80	\$ 1,225.00	\$ 4,655.00	0.00	\$ -	3.90	3.90	\$ 4,777.50	(0.10)	102.63%
8.05	Temporary Traffic Control	LS	1.00		1.00	\$ 45,000.00	\$ 45,000.00	0.25	\$ 11,250.00	0.75	1.00	\$ 45,000.00	0.00	100.00%
8.06	Portable Dynamic Message Sign (PDMS)	CDAY	20.00		20.00	\$ 250.00	\$ 5,000.00	0.00	\$ -	25.00	25.00	\$ 6,250.00	(5.00)	125.00%
8.07	Temporary Lane Separator System (TLSS)	LF	1,384.00		1,384.00	\$ 18.50	\$ 25,604.00	0.00	\$ -	1,039.00	1,039.00	\$ 19,203.00	345.00	75.00%
SITE WORK AND LANDSCAPING														
9.01	Conventional Seeding and Fertilizing, Type 4	AC	0.20		0.20	\$ 7,000.00	\$ 1,400.00	0.12	\$ 840.00	0.04	0.16	\$ 1,120.00	0.04	80.00%
9.02	Erosion Control Mulching, Hydromulching, BFM	AC	0.20		0.20	\$ 50,000.00	\$ 10,000.00	0.12	\$ 6,000.00	0.04	0.16	\$ 8,000.00	0.04	80.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 60,000.00	\$ 60,000.00	0.00	\$ -	1.00	1.00	\$ 60,000.00	0.00	100.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.25	\$ 625.00	0.25	0.50	\$ 1,250.00	0.50	50.00%
11.03	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 2,500.00	\$ 2,500.00	0.50	\$ 1,250.00	0.25	0.75	\$ 1,875.00	0.25	75.00%
11.04	Temporary Pedestrian Ramp	EA	2.00		2.00	\$ 3,250.00	\$ 6,500.00	1.00	\$ 3,250.00	1.00	2.00	\$ 6,500.00	0.00	100.00%
11.05	Concrete Washout	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.25	\$ 1,250.00	0.50	0.75	\$ 3,750.00	0.25	75.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -	\$ -	\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 855,135.00 PAY PERIOD = \$ 210,403.00

COMPLETED = \$ 809,391.00

94.65%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 174,548.25
2	June 19, 2023	\$ 159,011.47
3	July 17, 2023	\$ 241,559.83
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = \$ 575,119.55

Record of Change Orders:

No.	Date	Amount
1	August 21, 2023	\$ 14,885.00
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CHANGE ORDER TOTAL = \$ 14,885.00

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	110.0
Added by Change Order:	
Total Working Days:	110.0
Working Days Used to Date:	79.0
Working Days Remaining:	31.0

Full Completion:

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



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the August 21, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 AP Recap
 AP Check Report

**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
AUGUST 21, 2023**

Fund		PAYMENTS
100	General Fund	\$ 393,132.50
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	6,000.00
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	90,497.67
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	4,238.50
300	Debt Service Fund	-
430	Library Foundation Fund	20,876.30
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	630.94
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	99,627.84
510	Water Fund	998,978.89
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	595,037.21
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	10,262.44
590	Golf Course Fund	44,543.16
600-699	Enterprise Project Funds	1,049,767.58
710	Revolving Fund	24,773.28
720	Risk Management Fund	10,112.84
730	Health Insurance Fund	-
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	26,056.50
900	BAN/Bond Activity Fund	-
895-998	Capital Projects Funds	4,682,054.61
	Sub Total	\$ 8,056,590.26
	Payroll Totals	2,027,309.78
	Service Transfers/ACH Drafts	(202,274.58)
	Agenda Payments Approved Separately	(5,699,376.50)
	Grand Total	<u>\$ 4,182,248.96</u>

Honorable Mayor & City Council:

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

Mike Schrock
Asst. City Manager

08/17/2023
Date

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 8/10/2023 THRU 8/23/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010095	HARMON AG LLC							
M-CHECK	HARMON AG LLC	UNPOST	V 8/17/2023			241627		143.06CR
C-CHECK	VOID CHECK		V 8/21/2023			243995		
C-CHECK	VOID CHECK		V 8/21/2023			243996		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	143.06CR	143.06CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	3	143.06CR	0.00	0.00
BANK: TOTALS:	3	143.06CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 8/10/2023 THRU 8/23/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-230743	07/22-07/28/23 SOUTH ZONE	R	8/21/2023	4,667.22		243893		
I-230744	7/22-7/28/23 NORTH ZONE	R	8/21/2023	5,306.72		243893		
I-230745	07/22-07/28/23 HIGH PROFILE	R	8/21/2023	3,524.30		243893		
I-230846	7/29-8/4/23 SOUTH ZONE	R	8/21/2023	4,667.22		243893		
I-230847	7/29-8/4/23 NORTH ZONE	R	8/21/2023	5,306.72		243893		
I-230848	7/29-8/4/23 HIGH PROFILE	R	8/21/2023	3,524.30		243893		26,996.48
	*** VENDOR TOTALS ***					1 CHECKS		26,996.48
001844	A TECH INC-TCI							
I-592839	TEST/TAG/BATTS/INSPCTN-OCPRO	E	8/23/2023	289.00		007725		
I-593135	TEST/TAG/INSPECTION-PRAC	E	8/23/2023	159.00		007725		
I-593140	TEST/TAG/INSPECTION-ACC	E	8/23/2023	159.00		007725		
I-593272	INSPECT/TEST/TAG - PSB	E	8/23/2023	159.00		007725		
I-593273	TEST/TAG/INSPECTION - CH	E	8/23/2023	159.00		007725		925.00
	*** VENDOR TOTALS ***					1 CHECKS		925.00
008725	A-PLUS LAWN & LANDSCAPE-ANKENY							
I-1327553	DIFFUSE PLATE REPAIRS-PKS	R	8/21/2023	446.00		243894		
I-1441579	08/2023 MONTHLY BASIN TRTMNT	R	8/21/2023	3,890.30		243894		4,336.30
	*** VENDOR TOTALS ***					1 CHECKS		4,336.30
004997	ABSOLUTE CONCRETE							
I-PAY 14-NW36THWDNG	PAY 14-NW 36TH WDNG ASH/ANKBVD	R	8/21/2023	346,030.56		243895		346,030.56
004997	ABSOLUTE CONCRETE							
I-PAY 2-OR TRL-SW ST	PAY 2-ORLBR TRL/SW STATE IMP	R	8/21/2023	528,180.42		243896		528,180.42
004997	ABSOLUTE CONCRETE							
I-PAY2FNL-CRSTMRSAN	PAY2FNL-CRSTMR SAN SWR REPLCMT	R	8/21/2023	177,603.45		243897		177,603.45
004997	ABSOLUTE CONCRETE							
I-RTNG-CRSTMRSAN	RTNG-CRSTMR SAN SWR REPLCMNT	R	8/21/2023	20,269.90		243898		20,269.90
	*** VENDOR TOTALS ***					4 CHECKS		1,072,084.33
008578	ACCESS TECHNOLOGIES INC							
I-INV1412411	6/30/23-7/30/23 STATEMENT	R	8/21/2023	1,786.29		243899		1,786.29
	*** VENDOR TOTALS ***					1 CHECKS		1,786.29
000003	ACCO UNLIMITED CORP							
I-0234942-IN	CHEMICALS -PRAC	R	8/21/2023	731.60		243900		
I-0235070-IN	PRAC SPLASH PAD PROBE	R	8/21/2023	820.00		243900		
I-0235082-IN	CHEMICALS -CFAC	R	8/21/2023	3,298.00		243900		
I-0235083-IN	CHEMICALS - PRAC	R	8/21/2023	531.20		243900		
I-0235232-IN	CHEMICALS - PRAC	R	8/21/2023	942.00		243900		
I-0235324-IN	CHEMICALS - PRAC	R	8/21/2023	332.55		243900		6,655.35
	*** VENDOR TOTALS ***					1 CHECKS		6,655.35

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 8/10/2023 THRU 8/23/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000164	G & S HARDWARE INC							
I-209110/2	LOPPER - STORMWATER	R	8/21/2023	46.99		243901		
I-209114/2	CHAIN COIL/HELMET - PKS	R	8/21/2023	169.79		243901		
I-209123/2	FLY PAPER -CFAC	R	8/21/2023	7.99		243901		
I-209133/2	THREADLOCKER -PKS	R	8/21/2023	36.99		243901		261.76
	*** VENDOR TOTALS ***					1 CHECKS		261.76
011894	ACI LEARNING HOLDINGS LLC							
I-INV-12581	ITPRO TV RENEWAL - IT	R	8/21/2023	861.45		243902		861.45
	*** VENDOR TOTALS ***					1 CHECKS		861.45
005541	ACUSHNET COMPANY							
I-916228413	SPECIAL ORDER MERCH -OCPRO	R	8/21/2023	779.28		243903		
I-916247628	STOCK MERCH FOR RESALE - OC	R	8/21/2023	229.56		243903		
I-916247891	STOCK MERCH FOR RESALE - OC	R	8/21/2023	540.66		243903		1,549.50
	*** VENDOR TOTALS ***					1 CHECKS		1,549.50
000026	AHLERS & COONEY PC							
I-848785	7/15/23 ORLBR/CONV TRFC SGNL	E	8/23/2023	1,900.00		007712		1,900.00
	*** VENDOR TOTALS ***					1 CHECKS		1,900.00
000226	AIRGAS NORTH CENTRAL INC							
I-5500780918	CYLINDER RENTALS - FD	R	8/21/2023	99.78		243904		
I-5500781982	CYLINDER RENTAL -PKS	R	8/21/2023	2.02		243904		
I-9140448624	WELDING RENTAL - PKS	R	8/21/2023	48.00		243904		149.80
	*** VENDOR TOTALS ***					1 CHECKS		149.80
009679	ALL STAR CONCRETE LLC							
I-PAY 2-23PCC RECON	PAY 2-2023PCC RECON-SE 8TH ST	R	8/21/2023	252,815.66		243905		252,815.66
	*** VENDOR TOTALS ***					1 CHECKS		252,815.66
006994	ALLIANCE CONSTRUCTION GROUP LL							
I-PAY 2-SWSTATERCON	PAY 2-STATE ST RECON-SB LANES	R	8/21/2023	822,488.15		243906		
I-PAY 3-23PCCRCN	PAY 3-2023 PCC RECON-CRKVIEW	R	8/21/2023	54,769.87		243906		877,258.02
	*** VENDOR TOTALS ***					1 CHECKS		877,258.02
011888	RAUL ESPINOZA							
I-7.30.2023	VIDEOGRAPHY - RAGBRAI	E	8/23/2023	1,350.00		007788		1,350.00
	*** VENDOR TOTALS ***					1 CHECKS		1,350.00
009262	AMAZON CAPITAL SERVICES INC							
C-1QCC-F3W6-CF9P	CR: VBELT - PRSC	E	8/23/2023	13.29CR		007767		
I-1373-CDFF-VTVM	FLASH DRIVES - KL	E	8/23/2023	103.55		007767		
I-13LY-9611-LGT9	MISC BOOKS - KL	E	8/23/2023	52.23		007767		
I-14F4-M46R-G6MT	POWER DRIVE VBELT -PRSC	E	8/23/2023	8.36		007767		
I-1631-MPJL-FDWQ	LABEL MAKER TAPE - PD	E	8/23/2023	34.18		007767		
I-167G-GPWT-VWXQ	MISC BOOKS - KL	E	8/23/2023	160.76		007767		
I-16JT-VPVL-WLGJ	WATER FIRE EXTINGUISHER - FD	E	8/23/2023	171.00		007767		

VENDOR SET: 01 City of Ankeny
 BANK: APGB FIRST INTERSTATE BANK
 DATE RANGE: 8/10/2023 THRU 8/23/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-17F3-XVT1-TV47	MULTIMEDIA - KL	E	8/23/2023	11.98		007767		
I-17NN-GGPC-HDX7	MULTIMEDIA -KL	E	8/23/2023	174.68		007767		
I-1C6Q-31GK-9YCM	WHITEBOARDS - PD	E	8/23/2023	136.97		007767		
I-1C6Q-31GK-M3L4	MULTIMEDIA - KL	E	8/23/2023	37.17		007767		
I-1CFV-LPCN-1XTT	MISC BOOKS - KL	E	8/23/2023	29.90		007767		
I-1DJC-RJTK-79TC	UPS BATTERY BACKUP - FD	E	8/23/2023	124.31		007767		
I-1FGX-9VXT-FGH9	WHITE BOARD/ERASER - PD	E	8/23/2023	76.04		007767		
I-1FHF-F3LQ-GQYL	PYLON SET/PTCHNG RBR/PRSC	E	8/23/2023	844.37		007767		
I-1GVN-4G7R-FYTH	MULTIMEDIA -KL	E	8/23/2023	105.37		007767		
I-1HJH-DHND-NL3R	WHISTLE LANYARDS-P&R	E	8/23/2023	40.47		007767		
I-1J4Y-W61M-799Y	MISC BOOKS - KL	E	8/23/2023	23.95		007767		
I-1JT9-TN3C-JXVM	STAPLER/BRKT - OC	E	8/23/2023	16.41		007767		
I-1JXM-TQD9-44JT	MISC BOOKS - KL	E	8/23/2023	229.28		007767		
I-1KHR-6GKM-DLDY	DOG BOWL/PEE PADS - PD	E	8/23/2023	84.82		007767		
I-1KXG-CMKL-41HM	SPEAKERS - IT	E	8/23/2023	75.68		007767		
I-1L1V-47YT-D16Q	VACUUM CLEANER - KL	E	8/23/2023	76.49		007767		
I-1L31-TQVC-4MDR	PICKLEBALL PRIZES -ACC	E	8/23/2023	96.29		007767		
I-1LQ7-1HFN-W363	MULTIMEDIA - KL	E	8/23/2023	109.78		007767		
I-1LVN-FKNK-PXG7	MISC BOOKS - KL	E	8/23/2023	241.15		007767		
I-1LVV-RHFP-J61M	MISC BOOKS - KL	E	8/23/2023	36.99		007767		
I-1NGX-LHHK-GLKK	WHITE BOARDS - PD	E	8/23/2023	69.06		007767		
I-1NML-13MQ-GTNV	MISC BOOKS - KL	E	8/23/2023	14.39		007767		
I-1NVT-K1V4-VF3X	MISC BOOKS - KL	E	8/23/2023	15.19		007767		
I-1R79-NNFK-RR64	MULTIMEDIA - KL	E	8/23/2023	129.76		007767		
I-1TJ7-MDND-RCNY	PICKLEBALL TWL/STICKERS-ACC	E	8/23/2023	30.29		007767		
I-1TPP-L4HV-RY6L	EMS SUPPLIES - FD	E	8/23/2023	284.85		007767		
I-1VG7-9D6Q-THYM	MULTIMEDIA - KL	E	8/23/2023	11.97		007767		
I-1VJM-FXN4-1QMT	MISC BOOKS BOOK CLUB-KL	E	8/23/2023	594.58		007767		
I-1VKV-PK17-4LHQ	TOY CASH REGISTER - KL	E	8/23/2023	30.49		007767		
I-1W3K-GL3D-4DHM	MULTIMEDIA - KL	E	8/23/2023	103.51		007767		
I-1X9M-QRVX-H7VL	BOOK CLUB BOOKS - KL	E	8/23/2023	425.70		007767		
I-1XMK-HYPY-37VD	STICKERS/PHOTO BOOTH/SUPS-ACC	E	8/23/2023	79.95		007767		4,878.63
*** VENDOR TOTALS ***						1 CHECKS		4,878.63
001143	AMERICAN LIBRARY ASSOCIATION							
I-FY24 2161509	FY24 LIBRARY MEMBERSHIP	R	8/21/2023	615.00		243907		615.00
*** VENDOR TOTALS ***						1 CHECKS		615.00
002676	ANIMAL RESCUE LEAGUE							
I-INV0090	JULY 2023 ANIMAL INTAKE	E	8/23/2023	3,375.00		007736		3,375.00
*** VENDOR TOTALS ***						1 CHECKS		3,375.00
003319	MIDWEST SOLID WASTE							
I-1533230	DUMPSTERS- RAGBRAI	R	8/21/2023	519.50		243908		519.50
*** VENDOR TOTALS ***						1 CHECKS		519.50

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 8/10/2023 THRU 8/23/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
004201	TSJM TOWING SERVICE LLC							
I-23-55239	UNIT #67 TOW/HOOK FEE	R	8/21/2023	40.00		243909		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
009326	RYAN ARENDSE							
I-07/24/23-07/26/23	7/24-7/26/23 MEALS	E	8/23/2023	30.60		007799		30.60
	*** VENDOR TOTALS ***					1 CHECKS		30.60
002625	PHILIP L ASCHEMAN PHD							
I-8/03/2023	PRE-EMP PSYCH EVALS - PD	R	8/21/2023	900.00		243910		900.00
	*** VENDOR TOTALS ***					1 CHECKS		900.00
008024	AUREON COMMUNICATIONS LLC							
I-08/2023	08/01/23-08/31/23 STATEMENT	E	8/23/2023	945.71		007759		945.71
	*** VENDOR TOTALS ***					1 CHECKS		945.71
000061	AUTO INDUSTRIAL MACHINE							
I-1824	WELD TAB TO POOL LT - AC	R	8/21/2023	35.00		243911		35.00
	*** VENDOR TOTALS ***					1 CHECKS		35.00
011546	JOSE AVINA							
I-05/01/2023	05/2023 TESTING FEE	E	8/23/2023	50.00		007805		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
005865	TASER INTERNATIONAL INC							
I-INUS175124	AXON BWC ANNUAL PAYMENT	R	8/21/2023	123,450.01		243912		123,450.01
	*** VENDOR TOTALS ***					1 CHECKS		123,450.01
000067	BAKER & TAYLOR INC							
I-2037690728	MISC BOOKS - KL	E	8/23/2023	333.11		007714		
I-2037695038	MISC BOOKS-KL	E	8/23/2023	1,982.73		007714		
I-2037701890	MISC BOOKS - KL	E	8/23/2023	356.36		007714		
I-2037709021	MISC BOOKS -KL	E	8/23/2023	2,085.84		007714		
I-2037718137	MISC BOOKS - KL	E	8/23/2023	456.03		007714		5,214.07
	*** VENDOR TOTALS ***					1 CHECKS		5,214.07
005279	BASCOM TRUCK & AUTOMOTIVE INC							
I-412146	UNIT #229 REPAIRS	E	8/23/2023	157.59		007748		
I-412147	UNIT #270 REPAIRS	E	8/23/2023	157.59		007748		
I-412148	UNIT #225 REPAIRS	E	8/23/2023	191.38		007748		
I-412149	UNIT #224 REPAIRS	E	8/23/2023	157.59		007748		
I-412150	UNIT #296 REPAIRS	E	8/23/2023	164.59		007748		
I-412151	UNIT #232 REPAIRS	E	8/23/2023	280.51		007748		1,109.25
	*** VENDOR TOTALS ***					1 CHECKS		1,109.25

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 8/10/2023 THRU 8/23/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006127	BATTERIES PLUS BULBS #203							
I-P62581117	ADAPTER/CHARGER/BATTERIES-FD	R	8/21/2023	49.21		243913		
I-P64443138	BATTERIES - PD	R	8/21/2023	179.88		243913		229.09
	*** VENDOR TOTALS ***					1 CHECKS		229.09
006349	HY-VEE INC-BDI							
I-59063	ALCOHOL FOR RESALE - OC	R	8/21/2023	798.09		243914		798.09
	*** VENDOR TOTALS ***					1 CHECKS		798.09
005950	BLACKSTONE AUDIO INC							
I-2111864	MULTIMEDIA/SHELF SVCS-KL	R	8/21/2023	693.51		243915		
I-2112362	MULTIMEDIA/SHELF SVCS-KL	R	8/21/2023	123.30		243915		
I-2112372	MULTIMEDIA/SHELF SVCS -KL	R	8/21/2023	125.83		243915		942.64
	*** VENDOR TOTALS ***					1 CHECKS		942.64
007515	EFFLUENT INC							
I-I8152	7/1/23-7/31/23 RENTALS -PRSC	R	8/21/2023	374.00		243916		
I-I8155	7/1/23-7/31/23 RENTALS	R	8/21/2023	743.00		243916		1,117.00
	*** VENDOR TOTALS ***					1 CHECKS		1,117.00
000282	BOLAND RECREATION							
I-23232	BOALSETTER BASKETBALL PTS-PKS	R	8/21/2023	995.00		243917		995.00
	*** VENDOR TOTALS ***					1 CHECKS		995.00
009283	BOLTON & MENK, INC							
I-0317003 #1	PAY 1-SE CORP WDS/CRSWND SGNL	R	8/21/2023	4,428.50		243918		
I-0317004 #5	PAY 5-PR DR/ASH/9TH STUDY	R	8/21/2023	4,232.00		243918		8,660.50
	*** VENDOR TOTALS ***					1 CHECKS		8,660.50
005174	BOUND TREE MEDICAL LLC							
C-70339571	CR: EMS SUPPLIES - FD	R	8/21/2023	1,966.14CR		243919		
I-85035124	EMS SUPPLIES - FD	R	8/21/2023	86.28		243919		
I-85035125	EMS SUPPLIES - FD	R	8/21/2023	633.54		243919		
I-85035126	EMS SUPPLIES - FD	R	8/21/2023	976.22		243919		
I-85035127	EMS SUPPLIES - FD	R	8/21/2023	233.68		243919		
I-85036603	EMS SUPPLIES - FD	R	8/21/2023	152.08		243919		
I-85038004	EMS SUPPLIES - FD	R	8/21/2023	159.87		243919		
I-85041443	EMS SUPPLIES - FD	R	8/21/2023	120.49		243919		
I-85043007	EMS SUPPLIES - FD	R	8/21/2023	14.38		243919		
I-85043008	EMS SUPPLIES - FD	R	8/21/2023	744.96		243919		
I-85044521	EMS SUPPLIES - FD	R	8/21/2023	2,062.50		243919		3,217.86
	*** VENDOR TOTALS ***					1 CHECKS		3,217.86

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011616	TANYA BOYLE							
	I-07/23-09/23BOOTCMP	07/23-09/23 BOOTCAMP CLASS-ACC	E	8/23/2023	200.00	007807		
	I-07/24/23-09/18/23	7/24-9/18 SENIOR STRENGTH	E	8/23/2023	225.00	007807		425.00
		*** VENDOR TOTALS ***				1 CHECKS		425.00
000127	BRICK GENTRY PC							
	I-399440	5/25/2023 STATEMENT 224.031	R	8/21/2023	855.00	243920		
	I-402845	07/25/2023 STATEMENT 224.008	R	8/21/2023	45.00	243920		
	I-402847	7/25/2023 STATEMENT 224.031	R	8/21/2023	125.00	243920		
	I-402848	07/25/2023 STATEMENT 224.012	R	8/21/2023	315.00	243920		
	I-402849	7/25/2023 STATEMENT 224.003	R	8/21/2023	180.00	243920		
	I-404043	7/25/2023 STATEMENT 4.006	R	8/21/2023	175.50	243920		1,695.50
		*** VENDOR TOTALS ***				1 CHECKS		1,695.50
010643	PATRICIA BROWN							
	I-07/23-08/23 YOGA	07/23-08/23 YOGA - ACC	E	8/23/2023	300.00	007803		300.00
		*** VENDOR TOTALS ***				1 CHECKS		300.00
011704	RIGHTY TIGHTY VENTURES							
	I-07/25/2023	7/17-7/21 BRAINIAC CAMPS	E	8/23/2023	3,256.00	007783		3,256.00
		*** VENDOR TOTALS ***				1 CHECKS		3,256.00
000385	CAPITAL CITY EQUIPMENT CO							
	I-38210D	UNIT #665 PARTS	E	8/23/2023	298.13	007718		
	I-38374D	ANTIFREEZE - MU	E	8/23/2023	52.74	007718		350.87
		*** VENDOR TOTALS ***				1 CHECKS		350.87
005401	CAPITAL SANITARY SUPPLY CO INC							
	I-C371621	CLEANER/SPRAYER - PRAC	E	8/23/2023	224.19	007749		224.19
		*** VENDOR TOTALS ***				1 CHECKS		224.19
000453	CARQUEST AUTO PARTS							
	I-2330-798393	AIR FILTER - CG	R	8/21/2023	17.34	243921		
	I-2330-798480	UNIT #741 PARTS	R	8/21/2023	143.39	243921		
	I-2330-798889	UNIT #265 PARTS	R	8/21/2023	16.77	243921		
	I-2330-799136	UNIT #120 PARTS	R	8/21/2023	58.52	243921		236.02
		*** VENDOR TOTALS ***				1 CHECKS		236.02
011898	CELEBRATION RIVER CRUISES, INC							
	I-27291-4 FINAL	OCT 19 DAY TRIP	R	8/21/2023	2,849.40	243922		2,849.40
		*** VENDOR TOTALS ***				1 CHECKS		2,849.40
004613	CENTRAL IOWA DISTRIBUTING							
	I-242200	BUFFER/THERMO/SANISPRAY-ACC	E	8/23/2023	380.00	007744		380.00
		*** VENDOR TOTALS ***				1 CHECKS		380.00

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011409	CENTRAL MCGOWAN INC							
I-0000254892	BEVERAGES FOR RESALE - OC	E	8/23/2023	30.00		007779		30.00
	*** VENDOR TOTALS ***					1 CHECKS		30.00
009016	CENTRAL SALT LLC							
I-PSI19-75187	7/18/23 DEICING SALT	R	8/21/2023	1,722.22		243923		
I-PSI19-75189	7/21/23 DEICING SALT	R	8/21/2023	1,751.25		243923		
I-PSI19-75191	7/21/23 DEICING SALT	R	8/21/2023	1,801.00		243923		
I-PSI19-75194	7/24/23 DEICING SALT	R	8/21/2023	1,822.43		243923		
I-PSI19-75196	7/26/23 DEICING SALT	R	8/21/2023	1,663.48		243923		
I-PSI19-75198	7/26/23 DEICING SALT	R	8/21/2023	1,726.37		243923		
I-PSI19-75200	7/28/23 DEICING SALT	R	8/21/2023	1,706.32		243923		
I-PSI19-75201	7/28/23 DEICING SALT	R	8/21/2023	1,685.59		243923		
I-PSI19-75202	7/31/23 DEICING SALT	R	8/21/2023	1,818.29		243923		15,696.95
	*** VENDOR TOTALS ***					1 CHECKS		15,696.95
004975	CHI CORPORATION							
I-36600	OVERLAND STORAGE LT07 - IT	R	8/21/2023	337.00		243924		337.00
	*** VENDOR TOTALS ***					1 CHECKS		337.00
008614	TONY CHRISTOPH							
I-08/08/2023 MEAL	8/8/23 TRAINING MEAL	E	8/23/2023	18.68		007762		18.68
	*** VENDOR TOTALS ***					1 CHECKS		18.68
011576	CINTAS CORPORATION							
I-4162784243	BANQUET SUPPLY RENTALS-OC	R	8/21/2023	170.71		243925		
I-4163452004	BANQUET SUPPLY RENTAL-OC	R	8/21/2023	112.74		243925		
I-4164143809	BANQUET SUPPLY RENTALS-OC	R	8/21/2023	203.09		243925		486.54
	*** VENDOR TOTALS ***					1 CHECKS		486.54
002726	CITY OF DES MOINES TREASURY							
I-131836	FY24 #3 WRA MONTHLY ALLOCATION	R	8/21/2023	563,129.90		243926		563,129.90
	*** VENDOR TOTALS ***					1 CHECKS		563,129.90
002407	CIVIL DESIGN ADVANTAGE LLC							
I-41829 #3	PAY 3-OC TRNK SWR EXT-PH4	E	8/23/2023	8,896.50		007734		8,896.50
	*** VENDOR TOTALS ***					1 CHECKS		8,896.50
011368	COLTON BOLEY							
I-INV-002192	WINDOW CLEANING-ACC	E	8/23/2023	1,749.00		007777		1,749.00
	*** VENDOR TOTALS ***					1 CHECKS		1,749.00
010254	CLOUD DEFENSIVE LLC							
I-INV99541	RIFLE LIGHTS - PD	E	8/23/2023	940.34		007775		940.34
	*** VENDOR TOTALS ***					1 CHECKS		940.34

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007740	COBRA GOLF INCORPORATED							
C-DC220713	CR: SPECIAL ORDER MERCH -OC	R	8/21/2023	1,015.00CR		243927		
I-X733669	SPECIAL ORDER MERCH -OC	R	8/21/2023	1,092.73		243927		77.73
	*** VENDOR TOTALS ***					1 CHECKS		77.73
007852	LEE COLE							
I-08/08/23-08/10/23	8/8-8/10/23 MAGIC CAMP	R	8/21/2023	525.00		243928		525.00
	*** VENDOR TOTALS ***					1 CHECKS		525.00
001440	COMPETITIVE EDGE							
I-0416489	SHIRT ORDER - FD	R	8/21/2023	340.32		243929		340.32
	*** VENDOR TOTALS ***					1 CHECKS		340.32
008575	CONCRETE CONNECTION LLC							
I-PAY2FNL-23PED RMPS	PAY2 FNL-23 PED RAMP IMP-BRCLY	R	8/21/2023	96,711.66		243930		96,711.66
008575	CONCRETE CONNECTION LLC							
I-RTNG-23PEDRMPS	RTNG-23 PED RAMP IMPV-BARCLAY	R	8/21/2023	9,214.20		243931		9,214.20
	*** VENDOR TOTALS ***					2 CHECKS		105,925.86
002992	CONSTRUCTION MATERIALS TESTING							
I-47204	CYLINDER MOLDS-PCC PATCHING	E	8/23/2023	93.99		007739		93.99
	*** VENDOR TOTALS ***					1 CHECKS		93.99
002559	CONSUMERS ENERGY							
I-07/02/23-08/01/23	08/09/2023 STATEMENT	E	8/23/2023	2,665.48		007735		2,665.48
	*** VENDOR TOTALS ***					1 CHECKS		2,665.48
009277	CONVERGE ONE INC							
I-IE9110690	MERAKI MR46 WIRELESS	E	8/23/2023	5,293.15		007768		
I-IE9110792	MERAKI MR46 WIRELESS	E	8/23/2023	2,109.26		007768		7,402.41
	*** VENDOR TOTALS ***					1 CHECKS		7,402.41
000595	CORE & MAIN LP							
I-INV0001431	COLLARS - PW	R	8/21/2023	1,110.00		243932		1,110.00
	*** VENDOR TOTALS ***					1 CHECKS		1,110.00
011388	CROSSROADS SHOOTING SPORTS LLC							
I-101-H2346	FLASH HIDER/MUZZLE BRAKE - PD	E	8/23/2023	158.89		007778		
I-8/11/2023	RIFLE SUPPRESSORS - PD	E	8/23/2023	6,370.00		007778		6,528.89
	*** VENDOR TOTALS ***					1 CHECKS		6,528.89
000146	CENTURY HOMES CO							
I-69980IN	SEED AND STARTER-OCM	R	8/21/2023	1,806.20		243933		
I-70072IN	IGNITIOIN TAKEDOWN -PRSC	R	8/21/2023	204.00		243933		2,010.20
	*** VENDOR TOTALS ***					1 CHECKS		2,010.20

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
001003	ED DANIELS							
I-107657	FILTERS - KL	E	8/23/2023	238.88		007723		
I-107658	FILTERS - PSB	E	8/23/2023	94.32		007723		333.20
	*** VENDOR TOTALS ***					1 CHECKS		333.20
011901	CADE DAVIS							
I-7/27/2023	BOOTS REIMBURSEMENT	R	8/21/2023	123.05		243934		123.05
	*** VENDOR TOTALS ***					1 CHECKS		123.05
008545	DEMARANVILLE INSTALLATIONS INC							
I-023-365A	COMPRESSOR REPAIRS-OC	R	8/21/2023	2,470.16		243935		
I-023-502A	SERVICE CALL ALARM-PW	R	8/21/2023	200.00		243935		2,670.16
	*** VENDOR TOTALS ***					1 CHECKS		2,670.16
000605	DEMCO INC							
I-7339994	JEWEL CASE/TAPE/JKT/CDRNG-KL	E	8/23/2023	222.40		007721		222.40
	*** VENDOR TOTALS ***					1 CHECKS		222.40
010180	AUSTIN DEMERS							
I-06/14/23-07/17/23	6/14-7/17/23 MILEAGE	E	8/23/2023	61.70		007800		
I-07/18/23-08/10/23	7/18-8/10/23 MILEAGE	E	8/23/2023	33.80		007800		95.50
	*** VENDOR TOTALS ***					1 CHECKS		95.50
000593	OMG MIDWEST INC dba DES MOINES							
I-PAY 2-23ASPHLTRSRF	PAY 2-23ASPHLT RESRFCNG-ORD	R	8/21/2023	27,345.28		243936		27,345.28
	*** VENDOR TOTALS ***					1 CHECKS		27,345.28
000758	DES MOINES IRON & SUPPLY CO							
I-1904678501	EQUIPMENT PARTS - PW	R	8/21/2023	913.55		243937		913.55
	*** VENDOR TOTALS ***					1 CHECKS		913.55
000160	DES MOINES WATER WORKS							
I-000131 7/28/23	7/28/23 STATEMENT	R	8/21/2023	225.00		243938		
I-000156 7/28/2023	7/28/23 STATEMENT	R	8/21/2023	33,649.59		243938		
I-000186 7/28/23	7/28/23 STATEMENT	R	8/21/2023	1,281.00		243938		
I-005039 7/27/23	7/27/23 STATEMENT	R	8/21/2023	153,678.61		243938		
I-005040 7/27/23	7/27/23 STATEMENT	R	8/21/2023	142,779.53		243938		
I-084542 7/27/23	7/27/23 STATEMENT	R	8/21/2023	70.80		243938		
I-084793 7/27/23	7/27/23 STATEMENT	R	8/21/2023	133,554.30		243938		
I-099890 7/27/23	7/27/23 STATEMENT	R	8/21/2023	147,420.29		243938		
I-101656 7/27/23	7/27/23 STATEMENT	R	8/21/2023	131,546.04		243938		744,205.16
	*** VENDOR TOTALS ***					1 CHECKS		744,205.16

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000161	DEWEY FORD INC							
I-609127 FOW	UNIT #115 PARTS	R	8/21/2023	108.68		243939		
I-609150 FOW	UNIT #115 PARTS	R	8/21/2023	138.72		243939		247.40
	*** VENDOR TOTALS ***					1 CHECKS		247.40
006399	DIRECTV							
I-013989570X230719	07/18/23-08/17/23 SERVICES-FD	R	8/21/2023	147.99		243940		147.99
	*** VENDOR TOTALS ***					1 CHECKS		147.99
004568	DOLL DISTRIBUTING LLC							
I-1308243	ALCOHOL FOR RESALE-OC	E	8/23/2023	1,862.85		007743		
I-1313570	ALCOHOL FOR RESALE-OC	E	8/23/2023	1,088.55		007743		2,951.40
	*** VENDOR TOTALS ***					1 CHECKS		2,951.40
006925	DUMMIES UNLIMITED, INC							
I-23-10318	CUFF MAN TRAINING DUMMY	E	8/23/2023	4,647.00		007756		4,647.00
	*** VENDOR TOTALS ***					1 CHECKS		4,647.00
010160	EDWARD D JONES & CO, LP							
I-08/07/2023MINUTES	FRIENDS ENDOWMENT FUND-KL	R	8/21/2023	4,000.00		243941		4,000.00
	*** VENDOR TOTALS ***					1 CHECKS		4,000.00
006319	EDWARD DON AND COMPANY							
C-80391093	CR: FOOD FOR RESALE -OC	R	8/21/2023	58.71CR		243942		
I-30599111	FOOD SUPPLIES FOR RESALE/CLNR	R	8/21/2023	393.78		243942		335.07
	*** VENDOR TOTALS ***					1 CHECKS		335.07
005340	ELDER CORPORATION							
I-PAY 5-NW18STRECON	PAY5-NW18TH ST RCON ASH/ANKBVD	R	8/21/2023	1,252,887.43		243943		1,252,887.43
005340	ELDER CORPORATION							
I-PAY5-DEL AVE RECON	PAY 5-NE DEL AVE RECON-5TH/4MC	R	8/21/2023	770,595.15		243944		770,595.15
	*** VENDOR TOTALS ***					2 CHECKS		2,023,482.58
011457	ELECTRIC CONDUIT CONSTRUCTION							
I-PAY2-SEQUADFIBER	PAY 2-SE QUAD FIBER UPGRADE-P1	E	8/23/2023	13,759.58		007780		13,759.58
	*** VENDOR TOTALS ***					1 CHECKS		13,759.58
001411	ELECTRIC PUMP							
I-0902367-IN	MOTOR STARTER - MU	E	8/23/2023	955.25		007724		955.25
	*** VENDOR TOTALS ***					1 CHECKS		955.25
000186	ELECTRONIC ENGINEERING							
I-112007254-1	RADIOS - RAGBRAI	E	8/23/2023	240.00		007715		240.00
	*** VENDOR TOTALS ***					1 CHECKS		240.00

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005719	JAMIE ERIE							
I-08/09/2023 MEAL	8/9/23 MEAL	E	8/23/2023	17.60		007793		17.60
	*** VENDOR TOTALS ***					1 CHECKS		17.60
011825	EVOLVING EDGE GRAPHICS, LLC							
I-E0003830	RAGBRAI SUPPLIES - COMM	E	8/23/2023	300.00		007786		
I-E0003831	RAGBRAI SUPPLIES - COMM	E	8/23/2023	480.00		007786		780.00
	*** VENDOR TOTALS ***					1 CHECKS		780.00
002285	FASTENAL COMPANY							
I-IADES431887	SAFETY GLASSES - PW	E	8/23/2023	116.00		007733		116.00
	*** VENDOR TOTALS ***					1 CHECKS		116.00
006858	FERGUSON ENTERPRISES INC #1657							
I-0468038	METERS AND METER PARTS - MU	R	8/21/2023	57,200.00		243945		57,200.00
	*** VENDOR TOTALS ***					1 CHECKS		57,200.00
007648	DAIOHS USA INC							
I-006005	COFFEE -CH	E	8/23/2023	53.58		007757		53.58
	*** VENDOR TOTALS ***					1 CHECKS		53.58
010286	AT&T MOBILITY II LLC							
I-07272023 FD	06/20/23-07/19/23 STATEMENT-FD	R	8/21/2023	843.16		243946		843.16
010286	AT&T MOBILITY II LLC							
I-07272023 PD	06/20/23-07/19/23 STATEMENT-PD	R	8/21/2023	1,581.36		243947		1,581.36
	*** VENDOR TOTALS ***					2 CHECKS		2,424.52
002078	FOTH & VAN DYKE LLC							
I-85371 #16	PAY 16 N 4MILE CRK TRNK SWR	E	8/23/2023	2,499.00		007731		
I-PAY 5-NWSTATEEXT	PAY 5-NW STATE STREET EXT	E	8/23/2023	21,628.00		007731		24,127.00
	*** VENDOR TOTALS ***					1 CHECKS		24,127.00
000211	GALE							
I-81665375	AUGUST TOP SHELF 8 PLAN	E	8/23/2023	245.91		007716		
I-81665525	AUGUST HIGH OCTANE 8 PLAN	E	8/23/2023	302.89		007716		
I-81671280	AUGUST DYNAMIC DRAMA 5 PLAN	E	8/23/2023	140.20		007716		689.00
	*** VENDOR TOTALS ***					1 CHECKS		689.00
003712	GALLS, LLC							
C-025024786	CR: UNIFORMS - FD	R	8/21/2023	140.19CR		243948		
C-025236388	CR: UNIFORM NAMEPLATE - PD	R	8/21/2023	22.80CR		243948		
I-025015009	UNIFORMS - PD	R	8/21/2023	149.00		243948		
I-025051596	UNIFORMS - PD	R	8/21/2023	246.00		243948		
I-025064209	UNIFORMS - PD	R	8/21/2023	229.77		243948		
I-025082890	UNIFORMS - FD	R	8/21/2023	137.43		243948		
I-025150012	UNIFORMS - FD	R	8/21/2023	68.73		243948		
I-025163630	UNIFORMS - FD	R	8/21/2023	44.60		243948		

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I-025188789	UNIFORMS - FD	R	8/21/2023	68.72		243948		
I-025224439	UNIFORMS - FD	R	8/21/2023	359.55		243948		
I-025224440	UNIFORMS - FD	R	8/21/2023	39.95		243948		
I-025238951	UNIFORM EMBROIDERY - PD	R	8/21/2023	29.94		243948		
I-025251760	UNIFORMS - FD	R	8/21/2023	52.78		243948		
I-025251794	UNIFORMS - FD	R	8/21/2023	19.35		243948		
I-025251836	UNIFORMS - FD	R	8/21/2023	198.87		243948		1,481.70
	*** VENDOR TOTALS ***					1 CHECKS		1,481.70
009366	GEMPLER'S INC							
I-INV0004557738	GLOVES/EYEWEAR - OCM	E	8/23/2023	121.22		007769		121.22
	*** VENDOR TOTALS ***					1 CHECKS		121.22
009681	GENERAL TRAFFIC CONTROLS, INC							
I-23560	SIGNAL CABINET-ANKENY18TH	E	8/23/2023	27,980.00		007772		27,980.00
	*** VENDOR TOTALS ***					1 CHECKS		27,980.00
009054	GPS INDUSTRIES LLC							
I-CON014294	8/1/23-8/31/23 VISAGE RNTL-OC	R	8/21/2023	2,189.00		243949		2,189.00
	*** VENDOR TOTALS ***					1 CHECKS		2,189.00
000227	GRAINGER							
I-9736586083	DIELECTRIC GREASE-OCM	E	8/23/2023	119.04		007717		
I-9736684219	HAND SOAP -LAKESIDE	E	8/23/2023	155.09		007717		
I-9775546956	WIRE ROPE - MU	E	8/23/2023	36.74		007717		
I-9786439050	FOAM HAND SOAP - AC	E	8/23/2023	492.40		007717		
I-9789195055	OUTLET COVERS -PD	E	8/23/2023	376.40		007717		
I-9796201102	FOAM HAND SOAP - AC	E	8/23/2023	590.88		007717		
I-9796854538	HAND SOAP -PKS	E	8/23/2023	155.09		007717		
I-9798740701	LED LIGHT FAMILY BATH -OC	E	8/23/2023	28.84		007717		1,954.48
	*** VENDOR TOTALS ***					1 CHECKS		1,954.48
011835	GRANITE EXCAVATING LLC							
I-ANKMU 165980 #3	PAY 3-S ANK BLVD TRNSMSN MN	R	8/21/2023	65,722.14		243950		65,722.14
	*** VENDOR TOTALS ***					1 CHECKS		65,722.14
009680	GRASS MASTERS LLC							
I-28807	DEEP TINE AERATION-OC	R	8/21/2023	3,216.54		243951		3,216.54
	*** VENDOR TOTALS ***					1 CHECKS		3,216.54
005993	HANDLEY LAW FIRM							
I-8/07/2023	JULY 2023 SERVICES - PD	E	8/23/2023	10,000.00		007752		10,000.00
	*** VENDOR TOTALS ***					1 CHECKS		10,000.00

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009448	PAULA KAY CASKEY							
I-20	HEMMING SVCS - FD	E	8/23/2023	20.00		007771		20.00
	*** VENDOR TOTALS ***					1 CHECKS		20.00
000235	HANIFEN CO INC							
I-246348	UNIT #225 TOWING	R	8/21/2023	437.75		243952		437.75
	*** VENDOR TOTALS ***					1 CHECKS		437.75
001568	HARMON FARMS LTD							
I-01/2023 MAILBOX RI	01/2023 MAILBOX REIMBURSEMENT	R	8/21/2023	143.06		243953		143.06
	*** VENDOR TOTALS ***					1 CHECKS		143.06
009224	TYLER HARSSSELAAR							
I-07/27/2023 SHOES	07/2023 SHOES	E	8/23/2023	60.19		007797		60.19
	*** VENDOR TOTALS ***					1 CHECKS		60.19
001815	HAWKEYE TRUCK EQUIPMENT							
I-25099	NEW ELECTRIC SALTER-PKS	R	8/21/2023	9,315.00		243954		9,315.00
	*** VENDOR TOTALS ***					1 CHECKS		9,315.00
001978	HAWKINS INC							
I-6536437	AZONE/SODIUM HYDROXIDE-MU	R	8/21/2023	3,780.06		243955		
I-6537856	PVC WETTED PARTS - MU	R	8/21/2023	797.84		243955		4,577.90
	*** VENDOR TOTALS ***					1 CHECKS		4,577.90
003732	HEART OF AMERICA POLICE DOG AS							
I-10/01/23-CAMPBELL	HAPDA CERT - COLTON CAMPBELL	R	8/21/2023	200.00		243956		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
004853	HOLT TIRE SERVICE INC							
I-212159	TURF SAVER - OCM	E	8/23/2023	75.93		007746		
I-212533	UNIT 812 TIRES - OCM	E	8/23/2023	155.99		007746		231.92
	*** VENDOR TOTALS ***					1 CHECKS		231.92
010211	HONEYBEAR LLC							
I-07/31/23-08/03/23	7/31-8/3/23 ART CAMP	R	8/21/2023	1,080.00		243957		1,080.00
	*** VENDOR TOTALS ***					1 CHECKS		1,080.00
010299	MIDWEST TAPE, LLC							
I-504040666	FY24 HOOPLA RENEWAL -KL	E	8/23/2023	10,000.00		007776		
I-504187172	FY24ADDITIONAL HOOPLA SUB	E	8/23/2023	15,000.00		007776		25,000.00
	*** VENDOR TOTALS ***					1 CHECKS		25,000.00

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000283	HY-VEE INC							
I-8/28-12/15/23 JL	KYLE LANGELY ILEA MEAL	R	8/21/2023	2,327.70		243958		2,327.70
	*** VENDOR TOTALS ***					1 CHECKS		2,327.70
011208	HYDRO-KLEAN LLC							
I-084741	DOG WASTE VAULT REMOVAL	R	8/21/2023	3,878.00		243959		3,878.00
	*** VENDOR TOTALS ***					1 CHECKS		3,878.00
010037	I & S GROUP, INC							
I-84384 #8	PAY 8-HIGH TRESTLE PARK PHS1	R	8/21/2023	950.00		243960		950.00
	*** VENDOR TOTALS ***					1 CHECKS		950.00
008906	IMAGE TREND INC							
I-144559	MYEMSCARE MONTHLY FEE	E	8/23/2023	87.50		007764		87.50
	*** VENDOR TOTALS ***					1 CHECKS		87.50
009565	INFOSEND INCORPORATED							
I-244095	07/2023 MAIL SERVICES	R	8/21/2023	11,136.69		243961		11,136.69
	*** VENDOR TOTALS ***					1 CHECKS		11,136.69
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4798268	ALCOHOL FOR RESALE-OC	R	8/21/2023	1,209.95		243962		
I-W-4805256	ALCOHOL FOR RESALE - OC	R	8/21/2023	712.55		243962		1,922.50
	*** VENDOR TOTALS ***					1 CHECKS		1,922.50
004476	IOWA MEDICAID ENTERPRISE							
I-09 2023	JULY-SEPT 2023 STATE SHARE	R	8/21/2023	18,537.90		243963		18,537.90
	*** VENDOR TOTALS ***					1 CHECKS		18,537.90
005407	IOWA MUNICIPALITIES WORKERS'							
I-INV89061	FY22 411 MED DED JULY	R	8/21/2023	2,029.73		243964		
I-INV89062	FY23 411 MED DED JULY	R	8/21/2023	1,672.92		243964		
I-INV89063	FY24 411 MED DED JULY	R	8/21/2023	602.00		243964		
I-INV89064	FY20 MED DED JULY	R	8/21/2023	1,440.00		243964		
I-INV89065	FY23 MED DED JULY	R	8/21/2023	481.14		243964		6,225.79
	*** VENDOR TOTALS ***					1 CHECKS		6,225.79
003226	IOWA ONE CALL							
I-252452	6/30/2023 FTP - MU	E	8/23/2023	1,549.80		007740		
I-252756	6/30/23 EMAIL - TRFC	E	8/23/2023	245.70		007740		1,795.50
	*** VENDOR TOTALS ***					1 CHECKS		1,795.50
011794	IQGEO AMERICA INC							
I-15592	OSPINSIGHT ANNUAL RENEWAL	E	8/23/2023	25,179.00		007785		25,179.00
	*** VENDOR TOTALS ***					1 CHECKS		25,179.00

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001534	IRON MOUNTAIN RECORDS							
I-HSNY655	SHREDDING SERVICES-FINANCE	R	8/21/2023	138.44		243965		138.44
	*** VENDOR TOTALS ***					1 CHECKS		138.44
008611	J & K CONTRACTING LLC							
I-PAY1-N4MC TRNK SWR PAY 1-N 4MILE CRK TRNK SWR		R	8/21/2023	635,203.02		243966		635,203.02
	*** VENDOR TOTALS ***					1 CHECKS		635,203.02
010517	J & M DISPLAYS INC							
I-8/14/2023	FIREWORKS-TREE LIGHTING	R	8/21/2023	6,000.00		243967		6,000.00
	*** VENDOR TOTALS ***					1 CHECKS		6,000.00
005535	JETCO INC							
I-17802	BOOSTER STATION SUPPS - MU	R	8/21/2023	324.50		243968		324.50
	*** VENDOR TOTALS ***					1 CHECKS		324.50
006326	JOHNSON BROTHERS OF IOWA							
I-1884193	ALCOHOL FOR RESALE-OC	R	8/21/2023	190.80		243969		
I-1884194	ALCOHOL FOR RESALE-OC	R	8/21/2023	1,363.70		243969		
I-1884195	BEVERAGES FOR RESALE -OC	R	8/21/2023	121.17		243969		1,675.67
	*** VENDOR TOTALS ***					1 CHECKS		1,675.67
000065	RENEWABLE ENERGY GROUP INC							
I-573577	8/10/23 DIESEL DYED/87E10	E	8/23/2023	24,038.24		007713		24,038.24
	*** VENDOR TOTALS ***					1 CHECKS		24,038.24
009201	KIESLER POLICE SUPPLY INC							
I-IN220954	SPEER 9MM TMJ - PD	E	8/23/2023	11,792.00		007766		
I-IN221118	LIFT GATE SHIPPING - PD	E	8/23/2023	75.00		007766		11,867.00
	*** VENDOR TOTALS ***					1 CHECKS		11,867.00
011563	SCOTT KINNEY							
I-08/09/2023 MEAL	8/9/23 MEAL	E	8/23/2023	16.15		007806		16.15
	*** VENDOR TOTALS ***					1 CHECKS		16.15
008587	KINZLER CONSTRUCTION SERVICES							
I-2312610.0001	OVERHEAD DOOR INSPECTION-FS#1	R	8/21/2023	291.50		243970		
I-2312611.0001	PREV MAINT - FS#2	R	8/21/2023	234.00		243970		525.50
	*** VENDOR TOTALS ***					1 CHECKS		525.50
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-9194	NUISANCE MOWING SVCS	E	8/23/2023	801.00		007804		801.00
	*** VENDOR TOTALS ***					1 CHECKS		801.00

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011568	LEXISNEXIS RISK SOLUTIONS FL I							
I-6967963-20230731	AVCC SBSRT 7/1/23-7/31/23	E	8/23/2023	515.00		007782		515.00
	*** VENDOR TOTALS ***					1 CHECKS		515.00
000402	LINDE GAS & EQUIPMENT							
I-37471051	WELDING RENTAL - PKS	R	8/21/2023	41.50		243971		41.50
	*** VENDOR TOTALS ***					1 CHECKS		41.50
003193	COLTON LIPPERT							
I-07/31/2023 SHOES	07/2023 SHOES/BOOTS	E	8/23/2023	72.06		007790		72.06
	*** VENDOR TOTALS ***					1 CHECKS		72.06
004810	LOGAN CONTRACTORS SUPPLY							
I-B79987	STREET SUPPLIES - PW	E	8/23/2023	1,450.00		007745		
I-D03134	STREET SUPPLIES - PW	E	8/23/2023	584.02		007745		
I-D03604	SUNRISE PARK DOME -PKS	E	8/23/2023	58.72		007745		
I-D05739	TRUNCATED DOMES SUNRISE PK	E	8/23/2023	669.60		007745		2,762.34
	*** VENDOR TOTALS ***					1 CHECKS		2,762.34
003200	QUENTIN LUKE							
I-08/04/2023 SHOES	08/2023 SHOES	E	8/23/2023	140.00		007791		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
002207	MANATTS INC							
I-5106312	7/21/23 M-4 NO ASH	E	8/23/2023	258.00		007732		
I-5106769	7/25/23 C4WR C20 CL3	E	8/23/2023	755.00		007732		
I-5106889	7/26/23 C4WR C20 CL3	E	8/23/2023	1,087.50		007732		
I-5108193	8/07/23 C4WR C20 CL3	E	8/23/2023	1,395.00		007732		3,495.50
	*** VENDOR TOTALS ***					1 CHECKS		3,495.50
008131	MARTIN BROTHERS DISTRIBUTING C							
I-1109814	FOOD FOR RESALE-CFAC	E	8/23/2023	1,047.98		007761		
I-1114318	FOOD FOR RESALE -CFAC	E	8/23/2023	1,344.56		007761		2,392.54
	*** VENDOR TOTALS ***					1 CHECKS		2,392.54
001799	MARTIN MARIETTA AGGREGATE							
I-39634091	7/13/23 1" CLEAN/CLASS A	R	8/21/2023	830.89		243972		
I-39634093	7/13/23 1" CLEAN/CLASS A	R	8/21/2023	700.17		243972		
I-39634094	7/13/23 1" CLEAN/CLASS A	R	8/21/2023	733.37		243972		
I-39634096	7/13/23 1" CLEAN/CLASS A	R	8/21/2023	691.59		243972		
I-39634099	7/13/23 CLASS A	R	8/21/2023	164.14		243972		
I-39880241	8/02/23 1" CLEAN	R	8/21/2023	1,159.16		243972		4,279.32
	*** VENDOR TOTALS ***					1 CHECKS		4,279.32

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002183	MCCLURE ENGINEERING CO							
I-2022000919-000#12	PAY 12-SWSTATE ST RECON SB LNS	R	8/21/2023	1,083.00		243973		
I-211008-10 #16	PAY 16-NW18THRECON ASH/ANKEVD	R	8/21/2023	63,642.51		243973		64,725.51
	*** VENDOR TOTALS ***					1 CHECKS		64,725.51
001864	MEDIX OCCUPATIONAL HEALTH SERV							
I-26811	DRUG SCREENS/FD PHYSICALS	E	8/23/2023	2,996.24		007726		2,996.24
	*** VENDOR TOTALS ***					1 CHECKS		2,996.24
004747	MENARDS							
I-88969	FLTR/SHOP VAC/CMPND/LCTR-TRFC	R	8/21/2023	238.69		243974		
I-89045	SHINGLES/OIL/CLOG REMOVER-FD	R	8/21/2023	107.57		243974		
I-89094	PLYWOOD/PVC - MU RAGBRAI	R	8/21/2023	92.04		243974		
I-89148	FLEX PASTE/BOLT - MU RAGBRAI	R	8/21/2023	18.41		243974		
I-89183	SCREWDRIVERS - FD	R	8/21/2023	12.95		243974		
I-89301	CABLE TESTER - TRAFFIC	R	8/21/2023	29.99		243974		
I-89531	LUMBER/SCREWS - FD	R	8/21/2023	38.63		243974		
I-89669	WATER - FD	R	8/21/2023	20.88		243974		
I-89677	SAFETY SHIRTS - PRSC	R	8/21/2023	29.98		243974		
I-89679	STATION EQUIP SUPPLIES - FD	R	8/21/2023	140.89		243974		
I-89763	SHUTOFF/PIPE CUTTER - CH	R	8/21/2023	59.93		243974		
I-89764	SPRAYER/BRUSH KILLER/BLADE-MU	R	8/21/2023	83.53		243974		
I-89789	HYDROFLEX HOSE - FD	R	8/21/2023	54.99		243974		
I-89804	SAW BLADES - MU	R	8/21/2023	43.96		243974		
I-89985	NAILS - TRAFFIC	R	8/21/2023	2.49		243974		
I-90050	LUMBER/SCREWS/PEN/HINGE-FD	R	8/21/2023	144.98		243974		
I-90079	PUMP MAINT SUPPLIES - MU	R	8/21/2023	45.39		243974		
I-90082	FLOOR SQUEEGEE - AC	R	8/21/2023	44.97		243974		
I-90185 8/05/23	PADLOCK - FD	R	8/21/2023	14.99		243974		1,225.26
	*** VENDOR TOTALS ***					1 CHECKS		1,225.26
011900	RENTAL IOWA LLC							
I-7680	SENIOR EXPO CHAIR/TABLE RNTL	R	8/21/2023	805.00		243975		805.00
	*** VENDOR TOTALS ***					1 CHECKS		805.00
001931	METRO WASTE AUTHORITY							
I-70024606	07/2023 MONTHLY CURB-IT FEES	E	8/23/2023	99,627.84		007728		99,627.84
	*** VENDOR TOTALS ***					1 CHECKS		99,627.84
009647	GADIMINA ENTERPRISES							
I-2944	POST ACC DRUG TESTING	R	8/21/2023	480.00		243976		480.00
	*** VENDOR TOTALS ***					1 CHECKS		480.00

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			DATE	AMOUNT		NO	STATUS	AMOUNT
008058	CTB MIDWEST INC							
I-1830221 RI	SALT CONVEYOR PARTS - PW	E	8/23/2023	88.90		007760		88.90
	*** VENDOR TOTALS ***					1 CHECKS		88.90
001287	JAMES WILLIAMS							
I-J015465	UNIT #265 CUSTOM PIPE	R	8/21/2023	46.00		243977		46.00
	*** VENDOR TOTALS ***					1 CHECKS		46.00
009696	MIDWEST PAINT LLC							
I-2211-0619-1537	PAINT FOUL POLES-PRSC	R	8/21/2023	9,387.25		243978		9,387.25
	*** VENDOR TOTALS ***					1 CHECKS		9,387.25
001019	KORY J MILLER							
I-07/31/23-08/01/23	7/31-8/1/23 MEAL	R	8/21/2023	24.36		243979		24.36
	*** VENDOR TOTALS ***					1 CHECKS		24.36
1	ANDERSON, MARISA							
I-000202308150219	US REFUND	R	8/21/2023	31.85		244030		31.85
1	APPAH, GABRIEL							
I-000202308150258	US REFUND	R	8/21/2023	48.66		244031		48.66
1	BAARDA, BROOKE							
I-000202308150269	US REFUND	R	8/21/2023	61.13		244032		61.13
1	BACKENSTOSE, CORY							
I-000202308150236	US REFUND	R	8/21/2023	31.46		244033		31.46
1	BECKHAM, COURTNEY							
I-000202308150223	US REFUND	R	8/21/2023	65.09		244034		65.09
1	BLEEKER, JULIA							
I-000202308150227	US REFUND	R	8/21/2023	53.20		244035		53.20
1	BRACE, CALEB							
I-000202308150238	US REFUND	R	8/21/2023	35.67		244036		35.67
1	BRUGIONI, KAYLEE							
I-000202308150225	US REFUND	R	8/21/2023	59.81		244037		59.81
1	BUTLER, WESLEY & HAN							
I-000202308150233	US REFUND	R	8/21/2023	57.15		244038		57.15

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			DATE	AMOUNT		NO	STATUS	AMOUNT
1	CAMPBELL, WILLIAM T							
	I-000202308150197 US REFUND	R	8/21/2023	51.46		244039		51.46
1	CARNES, SETH & ASHLE							
	I-000202308150243 US REFUND	R	8/21/2023	59.22		244040		59.22
1	CARRILLO, JOSELYN							
	I-000202308150203 US REFUND	R	8/21/2023	45.11		244041		45.11
1	CHANDLER, THERESA							
	I-000202308150198 US REFUND	R	8/21/2023	36.00		244042		36.00
1	CHITTY, LAUREN L							
	I-000202308150254 US REFUND	R	8/21/2023	47.33		244043		47.33
1	CLAYTON, BENJAMIN							
	I-000202308150256 US REFUND	R	8/21/2023	63.76		244044		63.76
1	CODER, JACOB							
	I-000202308150205 US REFUND	R	8/21/2023	64.31		244045		64.31
1	CORNETT, ALIVIA							
	I-000202308150204 US REFUND	R	8/21/2023	65.03		244046		65.03
1	COST CUTTERS							
	I-000202308150249 US REFUND	R	8/21/2023	38.13		244047		38.13
1	CULVER, SAMANTHA							
	I-000202308150208 US REFUND	R	8/21/2023	58.74		244048		58.74
1	DELDEN GARAGE DOORS							
	I-000202308150251 US REFUND	R	8/21/2023	100.00		244049		100.00
1	DETTBARN, JESSIE							
	I-000202308150196 US REFUND	R	8/21/2023	43.17		244050		43.17
1	DIGGINS, KELSEY							
	I-000202308150246 US REFUND	R	8/21/2023	51.62		244051		51.62
1	DOZLER, TYLER							
	I-000202308150228 US REFUND	R	8/21/2023	55.83		244052		55.83
1	ELEVATED BUILDERS LL							
	I-000202308150244 US REFUND	R	8/21/2023	122.58		244053		122.58

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1	ELEVATED BUILDERS LL							
I-000202308150245	US REFUND	R	8/21/2023	40.63		244054		40.63
1	ELLIS, AUTUMN							
I-000202308150271	US REFUND	R	8/21/2023	48.16		244055		48.16
1	EPPERSON, DAVID							
I-000202308150240	US REFUND	R	8/21/2023	60.55		244056		60.55
1	ERPS, AMANDA							
I-000202308150210	US REFUND	R	8/21/2023	55.62		244057		55.62
1	FENCEROY, JOSH							
I-000202308150234	US REFUND	R	8/21/2023	110.65		244058		110.65
1	FLEMING, BRODY							
I-000202308150231	US REFUND	R	8/21/2023	17.48		244059		17.48
1	FROSCHSEISER, JACKSON							
I-000202308150216	US REFUND	R	8/21/2023	59.82		244060		59.82
1	GALUSHA, DYLAN							
I-000202308150241	US REFUND	R	8/21/2023	17.17		244061		17.17
1	GODRON, JOHNATHAN							
I-000202308150194	US REFUND	R	8/21/2023	11.20		244062		11.20
1	GOSCH, TAYLOR							
I-000202308150201	US REFUND	R	8/21/2023	94.94		244063		94.94
1	HAASE, JENNA							
I-000202308150260	US REFUND	R	8/21/2023	53.94		244064		53.94
1	HANNA, KRISTINA							
I-000202308150207	US REFUND	R	8/21/2023	58.87		244065		58.87
1	HENRICH, STACY							
I-000202308150263	US REFUND	R	8/21/2023	59.22		244066		59.22
1	HEWITT, TREY							
I-000202308150214	US REFUND	R	8/21/2023	100.00		244067		100.00
1	HOEGER, ANDREA E							
I-000202308150230	US REFUND	R	8/21/2023	45.26		244068		45.26

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			DATE			NO	STATUS	AMOUNT
1	HOFFMAN, NOAH							
I-000202308150199	US REFUND	R	8/21/2023	9.54		244069		9.54
1	HOLLANDER, TARA							
I-000202308150235	US REFUND	R	8/21/2023	99.98		244070		99.98
1	HOWELL, MELANIE							
I-000202308150209	US REFUND	R	8/21/2023	58.58		244071		58.58
1	JOHNSON, JONATHAN							
I-000202308150264	US REFUND	R	8/21/2023	53.94		244072		53.94
1	JUSIC, JASMINA & AMI							
I-000202308150270	US REFUND	R	8/21/2023	83.24		244073		83.24
1	KINCART, BRITTANY							
I-000202308150221	US REFUND	R	8/21/2023	99.70		244074		99.70
1	KINGDOM LEGACY LLC S							
I-000202308150242	US REFUND	R	8/21/2023	59.22		244075		59.22
1	KIPP, SAMUAL							
I-000202308150255	US REFUND	R	8/21/2023	56.59		244076		56.59
1	KRAMER, JACOB							
I-000202308150226	US REFUND	R	8/21/2023	63.76		244077		63.76
1	LANE INVESTMENTS LLC							
I-000202308150250	US REFUND	R	8/21/2023	43.19		244078		43.19
1	LEISINGER, ANDREA							
I-000202308150206	US REFUND	R	8/21/2023	64.84		244079		64.84
1	LINDHART, JENNA							
I-000202308150229	US REFUND	R	8/21/2023	98.67		244080		98.67
1	LOPEZ, LUIS							
I-000202308150192	US REFUND	R	8/21/2023	97.78		244081		97.78
1	MADDEN, ELIZABETH							
I-000202308150212	US REFUND	R	8/21/2023	97.85		244082		97.85
1	MAJORS, BRADY							
I-000202308150224	US REFUND	R	8/21/2023	55.83		244083		55.83

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE	AMOUNT		NO	STATUS	AMOUNT
1	MALOY, ALLIENE							
I-000202308150259	US REFUND	R	8/21/2023	22.21		244084		22.21
1	MCDONALD, MICHELE							
I-000202308150247	US REFUND	R	8/21/2023	74.88		244085		74.88
1	MCMICHAEL, JOHNATHAN							
I-000202308150267	US REFUND	R	8/21/2023	47.90		244086		47.90
1	MONTGOMERY, BAILEY							
I-000202308150253	US REFUND	R	8/21/2023	44.68		244087		44.68
1	MORALES, RENAE							
I-000202308150262	US REFUND	R	8/21/2023	46.00		244088		46.00
1	MORELAND, SHELBY							
I-000202308150202	US REFUND	R	8/21/2023	63.78		244089		63.78
1	MUILENBURG, ANASTASI							
I-000202308150232	US REFUND	R	8/21/2023	65.09		244090		65.09
1	MY LEARNING SAFARI							
I-000202308150218	US REFUND	R	8/21/2023	100.00		244091		100.00
1	NAGEL, ARIANNA							
I-000202308150248	US REFUND	R	8/21/2023	54.81		244092		54.81
1	NELSON, DYLAN							
I-000202308150252	US REFUND	R	8/21/2023	43.36		244093		43.36
1	PEIFFER, ABIGAIL							
I-000202308150193	US REFUND	R	8/21/2023	64.76		244094		64.76
1	PENDRAS, ROMAN							
I-000202308150237	US REFUND	R	8/21/2023	34.10		244095		34.10
1	PENROD, STEPHANIE							
I-000202308150261	US REFUND	R	8/21/2023	85.45		244096		85.45
1	PETERSEN, MCKENNA							
I-000202308150265	US REFUND	R	8/21/2023	61.13		244097		61.13
1	PHIAKHAMTA, MARCUS							
I-000202308150195	US REFUND	R	8/21/2023	42.87		244098		42.87

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1	POLICH, SABRINA							
I-000202308150220	US REFUND	R	8/21/2023	59.28		244099		59.28
1	RAY, GAVIN							
I-000202308150239	US REFUND	R	8/21/2023	49.36		244100		49.36
1	REAMS, TYLER							
I-000202308150211	US REFUND	R	8/21/2023	52.71		244101		52.71
1	RIPPEL, TYLER							
I-000202308150222	US REFUND	R	8/21/2023	50.96		244102		50.96
1	SCHWALLER, URBAN							
I-000202308150268	US REFUND	R	8/21/2023	58.48		244103		58.48
1	SEIBERLING, CALEB							
I-000202308150257	US REFUND	R	8/21/2023	53.94		244104		53.94
1	SHELTON, ETHAN							
I-000202308150213	US REFUND	R	8/21/2023	46.91		244105		46.91
1	STEFFEN, KATIE							
I-000202308150217	US REFUND	R	8/21/2023	59.79		244106		59.79
1	STURGES, NATHAN							
I-000202308150200	US REFUND	R	8/21/2023	37.20		244107		37.20
1	TEMPESTINI, ANNA							
I-000202308150266	US REFUND	R	8/21/2023	47.90		244108		47.90
1	TOP SHELF PROPERTY M							
I-000202308150272	US REFUND	R	8/21/2023	57.59		244109		57.59
1	ZIMMERMAN, CHRISTOPH							
I-000202308150215	US REFUND	R	8/21/2023	19.87		244110		19.87
			*** VENDOR TOTALS ***			81 CHECKS		4,667.54
007976	MISSION COMMUNICATIONS LLC							
I-1078792	MANHOLE MONITOR SERVICE - MU	R	8/21/2023	239.40		243980		239.40
			*** VENDOR TOTALS ***			1 CHECKS		239.40
010051	MOBOTREX INC							
I-266927	RRFB's: HIGH TRESTLE TRAI	E	8/23/2023	5,456.00		007773		
I-267026	PUSHBUTTONS-RRFB REPAIR	E	8/23/2023	1,928.00		007773		
I-267651	RRFB's:SCHOOL WALKABILITY	E	8/23/2023	8,184.00		007773		15,568.00
			*** VENDOR TOTALS ***			1 CHECKS		15,568.00

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006756	MTI DISTRIBUTING INC							
I-1399309-00	IRRIGATION PARTS -PKS	R	8/21/2023	173.03		243981		173.03
	*** VENDOR TOTALS ***					1 CHECKS		173.03
002032	MUNICIPAL COLLECTIONS OF AMERI							
I-60639	07/23 COLLECTION FEES	R	8/21/2023	1,178.43		243982		
I-60640	07/23 COLLECTION FEES-OLD	R	8/21/2023	158.80		243982		
I-60641	07/23 COLLECTION FEES	R	8/21/2023	51.80		243982		1,389.03
	*** VENDOR TOTALS ***					1 CHECKS		1,389.03
006750	MUNICIPAL PIPE TOOL							
I-33802	PLATE DOUBLER - MU	R	8/21/2023	260.46		243983		260.46
	*** VENDOR TOTALS ***					1 CHECKS		260.46
000350	MUNICIPAL SUPPLY INC							
I-0877459-IN	DISTRIBUTION PARTS - MU	R	8/21/2023	5,380.30		243984		
I-0878748-IN	STREET MAINT SUPPLY - PW	R	8/21/2023	868.00		243984		
I-0878749-IN	WATER PARTS - MU	R	8/21/2023	5,760.00		243984		
I-0879420-IN	DIGITAL MAGNETIC LOCATOR - MU	R	8/21/2023	809.46		243984		
I-0879613-IN	DISTRIBUTION PARTS - MU	R	8/21/2023	1,032.05		243984		
I-0879614-IN	METERS - MU	R	8/21/2023	24,800.00		243984		
I-0879615-IN	METER HEAD ASSEMBLIES-MU	R	8/21/2023	14,930.00		243984		53,579.81
	*** VENDOR TOTALS ***					1 CHECKS		53,579.81
003057	NAPA AUTO PARTS							
C-2986-719111	CR: UNIT #120 PARTS	R	8/21/2023	474.75CR		243985		
I-2986-717595	TIRE AIR CHUCK - FD	R	8/21/2023	14.17		243985		
I-2986-717663	UNIT #63 PARTS	R	8/21/2023	11.73		243985		
I-2986-718292	AIR/OIL FILTERS - CG	R	8/21/2023	117.66		243985		
I-2986-718351	BATTERY - CG	R	8/21/2023	28.47		243985		
I-2986-718606	UNIT #927 PARTS	R	8/21/2023	13.05		243985		
I-2986-718619	UNIT #927 WIPER BLADE	R	8/21/2023	22.24		243985		
I-2986-718639	AIR FILTER - CG	R	8/21/2023	14.60		243985		
I-2986-718655	OIL FILTERS - OCM	R	8/21/2023	10.77		243985		
I-2986-718656	BRAKE PARTS CLEANER - OCM	R	8/21/2023	3.89		243985		
I-2986-718657	UNIT #632 PARTS	R	8/21/2023	29.24		243985		
I-2986-718719	SHOP SUPPLIES - CG	R	8/21/2023	23.99		243985		
I-2986-718726	UNIT #741 PARTS	R	8/21/2023	8.52		243985		
I-2986-718729	SHOP SUPPLIES - CG	R	8/21/2023	30.23		243985		
I-2986-718782	VEHICLE PARTS - FD	R	8/21/2023	29.87		243985		
I-2986-718843	VEHICLE SUPPLIES - CG	R	8/21/2023	56.85		243985		
I-2986-718907	SHOP SUPPLIES - CG	R	8/21/2023	92.45		243985		
I-2986-718920	OIL FILTER - CG	R	8/21/2023	51.18		243985		
I-2986-719085	UNIT #265 PARTS	R	8/21/2023	26.44		243985		
I-2986-719088	UNIT #120 PARTS	R	8/21/2023	474.75		243985		
I-2986-719108	GUNNEL - PRSC	R	8/21/2023	8.99		243985		
I-2986-719212	BATTERY - CG	R	8/21/2023	37.96		243985		
I-2986-719251	FUSES - CG	R	8/21/2023	81.34		243985		

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I-2986-719254	FUSES - CG	R	8/21/2023	4.29		243985		
I-2986-719271	FUSE - CG	R	8/21/2023	25.96		243985		
I-2986-719275	SHOP SUPPLIES - CG	R	8/21/2023	17.56		243985		
I-2986-719328	SHOP SUPPLIES - CG	R	8/21/2023	97.03		243985		
I-2986-719720	UNITS 827/824 OIL FILTERS - OC	R	8/21/2023	17.04		243985		
I-3851-506538	UNIT #742 PARTS	R	8/21/2023	45.48		243985		921.00
	*** VENDOR TOTALS ***					1 CHECKS		921.00
000837	O'REILLY AUTOMOTIVE INC							
C-0295-354826	CR: UNIT #265 PARTS	E	8/23/2023	43.93CR		007722		
I-0295-353904	UNIT #265 PARTS	E	8/23/2023	272.25		007722		228.32
	*** VENDOR TOTALS ***					1 CHECKS		228.32
003727	ODP BUSINESS SOLUTIONS, LLC							
I-315319509001	BREAKROOM SUPPLIES - PD	R	8/21/2023	63.09		243986		
I-318458702001	OFFICE SUPPLIES - FD	R	8/21/2023	392.12		243986		
I-321258767001	BREAK ROOM SUPPLIES - PSB	R	8/21/2023	7.99		243986		
I-323501547001	PAPER/RULER- OC PRO	R	8/21/2023	198.89		243986		
I-323805871001	OFFICE SUPPLIES - PSB	R	8/21/2023	122.83		243986		
I-323907741001	PAPER/CLEANER/ERASER/MISC-KL	R	8/21/2023	337.57		243986		
I-323944635001	DISINFECTING WIPES -KL	R	8/21/2023	158.18		243986		1,280.67
	*** VENDOR TOTALS ***					1 CHECKS		1,280.67
009363	ON-TRACK CONSTRUCTION LLC							
I-PAY 4-NWNTHLWNUT	PAY4-NW NTHLWN UTLTY IMP PH2	R	8/21/2023	207,386.43		243987		207,386.43
	*** VENDOR TOTALS ***					1 CHECKS		207,386.43
010122	LG PLAYGROUNDS LLC							
I-3487	PLAYGROUND REPAIR PARTS-MP	R	8/21/2023	2,693.21		243988		2,693.21
	*** VENDOR TOTALS ***					1 CHECKS		2,693.21
007878	OVERDRIVE INC							
I-06497C023271101	MULTIMEDIA - KL	E	8/23/2023	149.99		007758		
I-06497C023271853	MULTIMEDIA -KL	E	8/23/2023	135.00		007758		
I-06497C023276490	MULTIMEDIA-KL	E	8/23/2023	964.78		007758		
I-06497C023276493	MULTIMEDIA - KL	E	8/23/2023	27.50		007758		1,277.27
	*** VENDOR TOTALS ***					1 CHECKS		1,277.27
003568	MATTHEW OVERLAND							
I-07/2023 SMRFST	07/2023 SUMMERFEST ADDTL FEE	R	8/21/2023	50.00		243989		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-18783561	BEVERAGES FOR RESALE -CFAC	E	8/23/2023	853.83		007737		
I-20249458	BEVERAGES FOR RESALE - OC	E	8/23/2023	312.58		007737		
I-46115207	BEVERAGES FOR RESALE -CFAC	E	8/23/2023	1,174.39		007737		
I-47932714	BEVERAGES FOR RESALE - OC	E	8/23/2023	641.27		007737		2,982.07
	*** VENDOR TOTALS ***					1 CHECKS		2,982.07

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009158	PERFORMANCE FOODSERVICE - THOM							
I-7344328	FOOD FOR RESALE-OC	R	8/21/2023	1,114.68		243990		
I-7345616	FOOD FOR RESALE- OC	R	8/21/2023	31.13		243990		
I-7347742	FOOD FOR RESALE - OC	R	8/21/2023	899.17		243990		
I-7350346	FOOD FOR RESALE - OC	R	8/21/2023	514.29		243990		
I-7353876	FOOD FOR RESALE - OC	R	8/21/2023	902.19		243990		3,461.46
	*** VENDOR TOTALS ***					1 CHECKS		3,461.46
007341	CARRIE PHELPS							
I-07/01/2023 YOGA	7/1/23 YOGA IN THE PARK	R	8/21/2023	25.00		243991		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
003141	PIGOTT INC							
I-137462	OFFICE CHAIR - FD	R	8/21/2023	1,299.74		243992		1,299.74
	*** VENDOR TOTALS ***					1 CHECKS		1,299.74
009188	MICHAEL DAVID PINGEL							
I-4343	RAISE & LEVEL CONCRETE SVCS-MU	R	8/21/2023	450.00		243993		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-159432	7/7 PIZZA PRAC	R	8/21/2023	37.50		243994		
I-159433	7/18 PIZZA PRAC	R	8/21/2023	30.00		243994		
I-159434	07/19 PIZZA CFAC	R	8/21/2023	112.50		243994		
I-159635	7/12 PIZZA PRAC	R	8/21/2023	45.00		243994		
I-159643	7/14 PIZZA PRAC	R	8/21/2023	37.50		243994		
I-159652	7/17 PIZZA CFAC	R	8/21/2023	97.50		243994		
I-159653	7/17 PIZZA PRAC	R	8/21/2023	15.00		243994		
I-159654	7/17 PIZZA CFAC	R	8/21/2023	45.00		243994		
I-159657	7/18 PIZZA CFAC	R	8/21/2023	67.50		243994		
I-159658	7/18/23 PIZZA CFAC	R	8/21/2023	60.00		243994		
I-159659	7/19/23 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159660	7/19 PIZZA PRAC	R	8/21/2023	45.00		243994		
I-159661	7/17 PIZZA PRAC	R	8/21/2023	37.50		243994		
I-159665	7/20 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159666	7/20 PIZZA PRAC	R	8/21/2023	30.00		243994		
I-159667	7/20 PIZZA CFAC	R	8/21/2023	112.50		243994		
I-159668	7/20 PIZZA PRAC	R	8/21/2023	15.00		243994		
I-159669	7/21 PIZZA PRAC	R	8/21/2023	37.50		243994		
I-159670	07/21/2023 PIZZA CFAC	R	8/21/2023	112.50		243994		
I-159671	7/21 PIZZA CFAC	R	8/21/2023	60.00		243994		
I-159672	7/21 PIZZA PRAC	R	8/21/2023	30.00		243994		
I-159673	7/21 PIZZA CFAC	R	8/21/2023	60.00		243994		
I-159674	7/22 PIZZA CFAC	R	8/21/2023	112.50		243994		
I-159675	7/22 PIZZA PRAC	R	8/21/2023	52.50		243994		
I-159676	7/22 PIZZA CFAC	R	8/21/2023	105.00		243994		
I-159677	7/22 PIZZA PRAC	R	8/21/2023	30.00		243994		
I-159678	7/22 PIZZA PRAC	R	8/21/2023	37.50		243994		

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I-159679	7/23 PIZZA PRAC	R	8/21/2023	45.00		243994		
I-159680	7/23 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159681	7/23 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159683	7/23 PIZZA PRAC	R	8/21/2023	15.00		243994		
I-159684	7/24 PIZZA PRAC	R	8/21/2023	37.50		243994		
I-159685	7/24 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159686	7/24 PIZZA CFAC	R	8/21/2023	90.00		243994		
I-159687	7/25 PIZZA CFAC	R	8/21/2023	112.50		243994		
I-159688	7/25 PIZZA PRAC	R	8/21/2023	45.00		243994		
I-159689	7/25 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159691	7/26 PIZZA CFAC	R	8/21/2023	135.00		243994		
I-159692	7/26 PIZZA CFAC	R	8/21/2023	105.00		243994		
I-159693	7/26 PIZZA CFAC	R	8/21/2023	52.50		243994		
I-159695	7/27 PIZZA CFAC	R	8/21/2023	127.50		243994		
I-159696	7/27 PIZZA CFAC	R	8/21/2023	45.00		243994		
I-159698	7/28 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159699	7/28 PIZZA PRAC	R	8/21/2023	45.00		243994		
I-159700	7/27 PIZZA PRAC	R	8/21/2023	45.00		243994		
I-159760	7/28 PIZZA CFAC	R	8/21/2023	135.00		243994		
I-159762	7/28 PIZZA PRAC	R	8/21/2023	30.00		243994		
I-159763	7/29 PIZZA CFAC	R	8/21/2023	112.50		243994		
I-159764	7/29 PIZZA PRAC	R	8/21/2023	60.00		243994		
I-159765	7/29 PIZZA CFAC	R	8/21/2023	90.00		243994		
I-159766	7/29 PIZZA CFAC	R	8/21/2023	97.50		243994		
I-159767	7/29 PIZZA PRAC	R	8/21/2023	30.00		243994		
I-159768	7/30 PIZZA CFAC	R	8/21/2023	120.00		243994		
I-159770	7/30 PIZZA PRAC	R	8/21/2023	37.50		243994		
I-159771	7/30 PIZZA CFAC	R	8/21/2023	112.50		243994		
I-159772	7/30 PIZZA PRAC	R	8/21/2023	45.00		243994		
I-159773	7/30 PIZZA CFAC	R	8/21/2023	52.50		243994		
I-159774	7/31 PIZZA PRAC	R	8/21/2023	37.50		243994		
I-159781	8/1 PIZZA HAWKEYE	R	8/21/2023	7.50		243994		
I-159797	8/6 PIZZA HAWKEYE	R	8/21/2023	7.50		243994		
I-165504	8/08 PIZZA HAWKEYE	R	8/21/2023	7.50		243994		
I-165511	8/10 PIZZA HAWKEYE	R	8/21/2023	7.50		243994		4,155.00
*** VENDOR TOTALS ***						1 CHECKS		4,155.00
011587	PLATINUM FENCE CO LLC							
I-07142023-2	DUGOUT FENCEING #54	R	8/21/2023	4,310.00		243997		4,310.00
*** VENDOR TOTALS ***						1 CHECKS		4,310.00
011708	PLAYAWAY PRODUCTS LLC							
I-437131	MISC BOOKS - KL	E	8/23/2023	724.38		007784		724.38
*** VENDOR TOTALS ***						1 CHECKS		724.38

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011897	POLK COUNTY AUDITOR'S OFFICE							
I-11310	07/2023 BLOOD DRAWS	R	8/21/2023	150.00		243998		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-3603	STREAM GAUGING STATION	R	8/21/2023	3,013.33		243999		3,013.33
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-D1F71F04 7/28/23	STORMWATER FEE-HAMILTON DR	R	8/21/2023	7.32		244000		7.32
	*** VENDOR TOTALS ***					2 CHECKS		3,020.65
009386	POMP'S TIRE SERVICE, INC							
I-1400117001	TIRES - FD	E	8/23/2023	619.28		007770		
I-1400117561	UNIT #92 PARTS	E	8/23/2023	159.78		007770		779.06
	*** VENDOR TOTALS ***					1 CHECKS		779.06
001789	QUALITY TRAFFIC CONTROL INC							
I-30404	TYPE III'S W LTO -RAGBRAI	R	8/21/2023	2,500.00		244001		2,500.00
	*** VENDOR TOTALS ***					1 CHECKS		2,500.00
006390	QUILL CORPORATION							
I-33472470	PAPER - P&R	R	8/21/2023	51.72		244002		
I-33542818	BNDGCVRS/CMBBNDG/COVERS-P&R	R	8/21/2023	120.24		244002		
I-33621215	STAPLES/CLIPS/TAPE- P&R	R	8/21/2023	36.42		244002		
I-33668562	LIQUID ACCENT/FOLDERS-P&R	R	8/21/2023	52.34		244002		
I-33720597	AVERY BUS CARDS -P&R	R	8/21/2023	17.67		244002		278.39
	*** VENDOR TOTALS ***					1 CHECKS		278.39
005557	RACOM CORPORATION							
I-2B193246	RADIO RENTAL - RAGBRAI	E	8/23/2023	1,200.00		007750		
I-RI-230312	P25/BEON ACCESS - FD	E	8/23/2023	2,015.25		007750		3,215.25
	*** VENDOR TOTALS ***					1 CHECKS		3,215.25
008509	REDBUD LLC							
I-569	BIORETENTION CELL MAINT.	R	8/21/2023	1,300.00		244003		1,300.00
	*** VENDOR TOTALS ***					1 CHECKS		1,300.00
001985	RIDD X PEST CONTROL							
I-64674	ANT CONTROL - CH	E	8/23/2023	119.00		007729		119.00
	*** VENDOR TOTALS ***					1 CHECKS		119.00
003999	RINGCENTRAL INC							
I-CD_000630255	07/26/23-08/25/23 STATEMENT	E	8/23/2023	5,747.92		007742		5,747.92
	*** VENDOR TOTALS ***					1 CHECKS		5,747.92

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006366	ROTELLA'S ITALIAN BAKERY INC							
I-AB0889	FOOD FOR RESALE - OC	E	8/23/2023	70.90		007754		
I-Y95358	FOOD FOR RESALE - OC	E	8/23/2023	155.56		007754		
I-Y97778	FOOD FOR RESALE - OC	E	8/23/2023	111.18		007754		
I-Y99271	FOOD FOR RESALE - OC	E	8/23/2023	31.20		007754		368.84
	*** VENDOR TOTALS ***					1 CHECKS		368.84
004079	STRAWBERRY PATCH							
I-94088	TRIATHLON SHIRTS P&R	R	8/21/2023	1,850.00		244004		
I-94092	YOUTH SPORT TSHIRTS	R	8/21/2023	8,400.00		244004		10,250.00
	*** VENDOR TOTALS ***					1 CHECKS		10,250.00
011752	SALLY SHAVER DUBOIS							
I-07/27/2023	BALLOONS 7/27/2023 BALLOONS BEATS&EATS	R	8/21/2023	250.00		244005		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
001769	GARY SANDERS							
I-07/19/2023	UNIFORM 07/2023 UNDER ARMOR ASSERT	R	8/21/2023	62.53		244006		62.53
	*** VENDOR TOTALS ***					1 CHECKS		62.53
006963	DAVID SCHUMACHER							
I-07/24/23-07/26/23	7/24-7/26/23 MEALS	E	8/23/2023	48.99		007796		48.99
	*** VENDOR TOTALS ***					1 CHECKS		48.99
008519	SHEKAR ENGINEERING, PLC							
I-PAY2FNL-23PEDRMP	PAY 2FNL-PED RMP IMP-FNTNVW	R	8/21/2023	108,054.20		244007		108,054.20
008519	SHEKAR ENGINEERING, PLC							
I-RTNG-PEDRMPS FV	RTNG-23 PED RMP IMP-FNTN VW	R	8/21/2023	9,177.99		244008		9,177.99
	*** VENDOR TOTALS ***					2 CHECKS		117,232.19
001103	SHRED-IT							
I-8004428625	7/19/2023 SHREDDING	R	8/21/2023	65.83		244009		65.83
	*** VENDOR TOTALS ***					1 CHECKS		65.83
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2023-IC-0252	JULY 2023 SUPPLEMENT	E	8/23/2023	504.00		007727		504.00
	*** VENDOR TOTALS ***					1 CHECKS		504.00
009231	CODY SNYDER							
I-08/02/2023	SHOES 08/2023 SHOES	E	8/23/2023	85.59		007798		85.59
	*** VENDOR TOTALS ***					1 CHECKS		85.59

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004227	SOUTHERN POLICE INSTITUTE							
I-SPI-924E09-09	VAN DRIMMELEN HOMICIDE INVST	R	8/21/2023	1,375.00		244010		1,375.00
	*** VENDOR TOTALS ***					1 CHECKS		1,375.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3542539107	MED CABINET SUPPLIES - PD	R	8/21/2023	62.61		244011		
I-3542801611	MEDICAL SUPPLIES - PD	R	8/21/2023	8.29		244011		
I-3542942058	MARKERS - PW	R	8/21/2023	11.60		244011		
I-3543347267	STAPLES - PD	R	8/21/2023	42.94		244011		
I-3543347268	MAGNETIC TAPE - PD	R	8/21/2023	45.36		244011		170.80
	*** VENDOR TOTALS ***					1 CHECKS		170.80
002065	STAR EQUIPMENT LTD							
I-01676460	WATER PUMP - MU	E	8/23/2023	1,874.92		007730		1,874.92
	*** VENDOR TOTALS ***					1 CHECKS		1,874.92
004908	MIKE STENSURD							
I-08/01/2023 BOOKS	08/2023 TRAINING BOOKS	E	8/23/2023	51.98		007792		51.98
	*** VENDOR TOTALS ***					1 CHECKS		51.98
004250	GL DODGE CITY LLC							
I-CHCS699317	UNIT #935 SERVICING	R	8/21/2023	848.00		244012		848.00
	*** VENDOR TOTALS ***					1 CHECKS		848.00
005956	GARRON STRATTON							
I-07/24/23-07/26/23	7/24-7/26/23 MEALS	E	8/23/2023	33.97		007794		
I-08/08/2023 MEAL	08/08/23 MEAL	E	8/23/2023	18.14		007794		52.11
	*** VENDOR TOTALS ***					1 CHECKS		52.11
003339	STREICHER'S							
I-I1646303	BALLISTIC VESTS - PD	R	8/21/2023	3,192.00		244013		3,192.00
	*** VENDOR TOTALS ***					1 CHECKS		3,192.00
011487	STRETCH LAWN CARE							
I-3072	07/29/23-08/04/23 SOUTH ZONE B	E	8/23/2023	6,245.10		007781		
I-3073	08/04/23-08/11/23 SOUTH ZONE B	E	8/23/2023	6,245.10		007781		12,490.20
	*** VENDOR TOTALS ***					1 CHECKS		12,490.20
010303	DUSTIN STUCKER							
I-07/15/2023 SHOES	7/15/23 SHOES	E	8/23/2023	140.00		007801		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
011685	RONALD VANCE SWISHER							
I-8/3/2023	AUGUST STORAGE REIMBRSMNT	E	8/23/2023	969.83		007808		969.83
	*** VENDOR TOTALS ***					1 CHECKS		969.83

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000124	SYSCO IOWA INC							
C-13934362P	CR: FOOD FOR RESALE - OC	R	8/21/2023	254.46CR		244014		
C-339175509	CR: FOOD FOR RESALE - CFAC	R	8/21/2023	88.01CR		244014		
I-339120221	FOOD FOR RESALE -OC	R	8/21/2023	543.62		244014		
I-339155039	FOOD FOR RESALE-CFAC	R	8/21/2023	736.55		244014		
I-339182710	FOOD FOR RESALE - OC	R	8/21/2023	297.90		244014		
I-339187083	FOOD FOR RESALE - CFAC	R	8/21/2023	409.13		244014		
I-339191623	FOOD FOR RESALE - OC	R	8/21/2023	262.98		244014		1,907.71
	*** VENDOR TOTALS ***					1 CHECKS		1,907.71
005650	PACIFIC RIM VENTURES							
I-1552866-00	STOCK MERCH FOR RESALE - OC	R	8/21/2023	339.61		244015		339.61
	*** VENDOR TOTALS ***					1 CHECKS		339.61
006031	KATIE THIELMAN							
I-07/2023 MILEAGE	7/3/23-7/31/23 MILEAGE	E	8/23/2023	78.93		007753		78.93
	*** VENDOR TOTALS ***					1 CHECKS		78.93
006441	TITAN MACHINERY INC							
I-18670473 GP	UNIT #204 PARTS	R	8/21/2023	312.00		244016		312.00
	*** VENDOR TOTALS ***					1 CHECKS		312.00
004907	TK CONCRETE INC							
I-PAY4-23PCCSTPTCH	PAY 4-23 PCC ST PTCHNG PGM	R	8/21/2023	193,801.90		244017		193,801.90
	*** VENDOR TOTALS ***					1 CHECKS		193,801.90
010127	TK ELEVATOR CORPORATION							
I-1000538119	8/1-10/31/23 ELEVATOR SVC-PD	E	8/23/2023	482.76		007774		482.76
	*** VENDOR TOTALS ***					1 CHECKS		482.76
004159	TOYNE INC							
I-IN0016471	LATCH/DOOR HANDLE - FD	R	8/21/2023	571.65		244018		
I-IN0016475	TURN ARROW/LED BULB - FD	R	8/21/2023	373.39		244018		
I-IN0016483	SCREWS/NUTS - FD	R	8/21/2023	54.01		244018		
I-IN0016493	DOOR HANDLE - FD	R	8/21/2023	985.74		244018		
I-IN0016507	RED LED - FD	R	8/21/2023	292.85		244018		2,277.64
	*** VENDOR TOTALS ***					1 CHECKS		2,277.64
004343	TRACTOR SUPPLY COMPANY							
I-641659	HERBICIDES - MU	R	8/21/2023	47.98		244019		
I-642160	MANIFOLD REPAIR KITS - PW	R	8/21/2023	19.98		244019		67.96
	*** VENDOR TOTALS ***					1 CHECKS		67.96

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006765	TRAFFIC CONTROL CORPORATION							
C-143749	CR: WALL MOUNT - TRAFFIC	E	8/23/2023	125.00CR		007755		
I-145203	PAN TILT ZOOM CAMERA	E	8/23/2023	4,750.00		007755		4,625.00
	*** VENDOR TOTALS ***					1 CHECKS		4,625.00
004713	TRANSIT WORKS							
I-151220	GPS RECEIVER - ENG	R	8/21/2023	15,959.00		244020		15,959.00
	*** VENDOR TOTALS ***					1 CHECKS		15,959.00
000465	TREASURER STATE OF IOWA							
I-08/15/2023	MONTHLY SALES & EXCISE TAX	D	8/15/2023	178,156.00		002288		178,156.00
	*** VENDOR TOTALS ***					1 CHECKS		178,156.00
011455	TRIVISTA COMPANIES INC							
I-XA100008101:01	UNIT #223 RADIO	R	8/21/2023	57.71		244021		57.71
	*** VENDOR TOTALS ***					1 CHECKS		57.71
008944	TRUE TIME RACING SERVICES LLC							
I-1776	YOUTH TRIATHLON TIMER	E	8/23/2023	1,250.00		007765		1,250.00
	*** VENDOR TOTALS ***					1 CHECKS		1,250.00
003278	DAVIS EQUIPMENT CORPORATION							
I-JI81376	MOTOR HYDR UNIT #824 OCM	E	8/23/2023	534.63		007741		534.63
	*** VENDOR TOTALS ***					1 CHECKS		534.63
011709	RAEGAN WELANDER							
I-07/12/23-08/16/23	7/12-8/16/23 YOUTH DANCE	E	8/23/2023	400.00		007809		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
006209	ULINE INC							
I-166718538	NITRILE GLOVES - PD	R	8/21/2023	280.60		244022		280.60
	*** VENDOR TOTALS ***					1 CHECKS		280.60
005813	EXECUTIVE SERVICES INC							
I-80777	BUSINESS CARDS - FD	E	8/23/2023	46.79		007751		
I-80835	BUSINESS CARDS-D. SCHUMACHER	E	8/23/2023	73.34		007751		
I-80905	BUSINESS CARDS-BASH, BUCKNER	E	8/23/2023	114.22		007751		234.35
	*** VENDOR TOTALS ***					1 CHECKS		234.35
002135	UPHDM OCCUPATIONAL MEDICINE							
I-188244	JUNE/JULY 2023 SERVICES	R	8/21/2023	4,506.25		244023		4,506.25
	*** VENDOR TOTALS ***					1 CHECKS		4,506.25

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011876	HD SUPPLY, INC.							
I-INV00080091	ELECTRODE GEL - MU	E	8/23/2023	523.00		007787		523.00
	*** VENDOR TOTALS ***					1 CHECKS		523.00
010036	USCC SERVICES LLC							
I-0595806281	07/02/23-08/01/23 SERVICES-KL	R	8/21/2023	856.02		244024		856.02
	*** VENDOR TOTALS ***					1 CHECKS		856.02
000475	UTILITY EQUIPMENT COMPANY							
I-20055185-000	MH PARTS - MU	E	8/23/2023	1,315.95		007719		1,315.95
	*** VENDOR TOTALS ***					1 CHECKS		1,315.95
010506	ASHLIE VAN HORN							
I-07/14/23-09/15/23	7/14-9/15 ZUMBA	E	8/23/2023	200.00		007802		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
001552	BRICE VANDRIMMELEN							
I-05/23-08/23TUITION	05/2023-08/2023 TUITION	E	8/23/2023	1,200.00		007789		1,200.00
	*** VENDOR TOTALS ***					1 CHECKS		1,200.00
005012	VAN-WALL EQUIPMENT INC							
I-5969145	UNIT #811 TEMP SWITCH	E	8/23/2023	105.49		007747		
I-5975120	UNIT #631 OIL FILTER - CG	E	8/23/2023	43.99		007747		
I-5977048	COOLANT LEAK REPAIRS-PRSC	E	8/23/2023	624.08		007747		
I-5978721	UNIT #812 SEAL/BEARINGS/PARTS	E	8/23/2023	75.58		007747		
I-8968622	UNIT #632 PARTS	E	8/23/2023	10.57		007747		859.71
	*** VENDOR TOTALS ***					1 CHECKS		859.71
009891	VENDNOVATION LLC							
I-2023-001396	VENDING SOFTWARE - FD	R	8/21/2023	3,600.00		244025		3,600.00
	*** VENDOR TOTALS ***					1 CHECKS		3,600.00
000519	VERMEER SALES & SERVICE IOWA							
I-P0207405	UNIT #260 PARTS	E	8/23/2023	26.85		007720		26.85
	*** VENDOR TOTALS ***					1 CHECKS		26.85
004796	WALSH DOOR & HARDWARE COMPANY							
I-799071	ALARM SERVICE CALL - CH	R	8/21/2023	282.72		244026		
I-799307	MILESTONE LICENSES - IT	R	8/21/2023	968.70		244026		1,251.42
	*** VENDOR TOTALS ***					1 CHECKS		1,251.42
002569	WASTE CONNECTIONS INC							
I-3540041T071	EXTRA TRASH SERVICE-PRSC	R	8/21/2023	1,330.13		244027		
I-3541863T071	08/2023 WASTE SVCS -AMP	R	8/21/2023	47.45		244027		
I-3541864T071	08/2023 WASTE SVCS-CFAC	R	8/21/2023	189.74		244027		
I-3541865T071	08/2023 WASTE SVCS - CH	R	8/21/2023	65.34		244027		
I-3541868T071	08/2023 SERVICES FS#1/ACC	R	8/21/2023	276.34		244027		
I-3541869T071	8/1-8/31/23 SVCS - FS#3	R	8/21/2023	63.25		244027		

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I-354186T071	8/1-8/31/23 SVCS - FS#2	R	8/21/2023	63.25		244027		
I-3541870T071	08/2023 WASTE SVCS -KL	R	8/21/2023	102.58		244027		
I-3541871T071	08/2023 WASTE SVCS -HWKY PK	R	8/21/2023	47.45		244027		
I-3541873T071	08/2023 WASTE SVCS - OCM	R	8/21/2023	94.88		244027		
I-3541874T071	8/1-8/31/23 SVCS - MAINT FAC	R	8/21/2023	292.32		244027		
I-3541875T071	08/2023 WASTE SVCS -PRSC	R	8/21/2023	252.99		244027		
I-3541876T071	08/2023 WASTE SVCS-PK SHOP	R	8/21/2023	252.99		244027		
I-3541877T071	8/1-8/31/23 SVCS - PD	R	8/21/2023	63.25		244027		
I-3541878T071	08/2023 WASTE SVCS -PRAC	R	8/21/2023	126.49		244027		
I-3541879T071	08/2023 WASTE SVCS -PRSC	R	8/21/2023	252.99		244027		
I-3541880T071	8/1-8/31/23 SVCS - PSB	R	8/21/2023	81.16		244027		
I-3541882T071	8/1-8/31/23 SVCS - WASTEWATER	R	8/21/2023	96.96		244027		3,699.56
	*** VENDOR TOTALS ***					1 CHECKS		3,699.56
000080	WELLMARK							
I-AFD32019	PATIENT REFUND - FD	R	8/21/2023	588.00		244028		588.00
	*** VENDOR TOTALS ***					1 CHECKS		588.00
006296	JEFFREY WELLS							
I-07/17/23-07/21/23	7/19-7/21/23 MEALS	E	8/23/2023	40.73		007795		40.73
	*** VENDOR TOTALS ***					1 CHECKS		40.73
005056	YOUTH TECH INC							
I-07/23-08/23 TECH	7/31-8/3/23 TECH CLASSES	R	8/21/2023	2,880.00		244029		
I-7681	FY24 YOUTH TECH 7/24-7/28	R	8/21/2023	2,880.00		244029		5,760.00
	*** VENDOR TOTALS ***					1 CHECKS		5,760.00
002783	ZIEGLER INC							
I-IN001105201	UNIT #255 PARTS	E	8/23/2023	6.00		007738		6.00
	*** VENDOR TOTALS ***					1 CHECKS		6.00
008820	SIOUXLAND TURF PRODUCTS INC							
I-183198	FUNGICIDE-PRSC	E	8/23/2023	2,275.00		007763		
I-183491	FAIRWAY FUNGICIDE-OCM	E	8/23/2023	1,610.00		007763		
I-183822	GREENS FERTILIZER-OCM	E	8/23/2023	4,218.52		007763		
I-184189	TM462 FUNGICIDE-PRSC	E	8/23/2023	3,740.00		007763		11,843.52
	*** VENDOR TOTALS ***					1 CHECKS		11,843.52

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 8/10/2023 THRU 8/23/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *		NO		INVOICE AMOUNT	DISCOUNTS		CHECK AMOUNT	
REGULAR CHECKS:	216			7,464,315.36	0.00		7,464,315.36	
HAND CHECKS:	0			0.00	0.00		0.00	
DRAFTS:	1			178,156.00	0.00		178,156.00	
EFT:	98			414,118.90	0.00		414,118.90	
NON CHECKS:	0			0.00	0.00		0.00	
VOID CHECKS:	0 VOID DEBITS		0.00					
	VOID CREDITS		0.00	0.00	0.00			

TOTAL ERRORS: 0

	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APGWB TOTALS:	315		8,056,590.26	0.00	8,056,590.26
BANK: APGWB TOTALS:	315		8,056,590.26	0.00	8,056,590.26
REPORT TOTALS:	315		8,056,590.26	0.00	8,056,590.26



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to accept the Civil Service Commission certified lists for appointment to: Fleet Technician, Division Chief of Community Risk Reduction, and Facilities Maintenance Technician; subject to passing any further departmental requirements.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend acceptance of the Civil Service Commission certified lists for appointment to: Fleet Technician, Division Chief of Community Risk Reduction, and Facilities Maintenance Technician; subject to passing any further departmental requirements.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 civil service certified lists

August 21, 2023

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

From: Civil Service Commission

At the August 14, 2023, meeting of the Civil Service Commission, the following applicants were certified eligible for appointment, subject to passing all other requirements.

Fleet Technician – Public Works Department:

The following applicants were certified for appointment, subject to passing all other requirements.

RANK	LAST NAME	FIRST NAME
1	Golly	Cory
2	Holt	Steve
3	Bohning	Broc
3	McConnell	William

5	Montgomery	Alex
6	Tingley	Cody
7	Curtis	Joshua
8	Koenigstein	Shannon
9	Johnson	Phillip

Division Chief of Community Risk Reduction – Fire Department:

The following applicants were certified for appointment, subject to passing all other requirements.

RANK	LAST NAME	FIRST NAME
1	Marty	Greg
2	VerHuel	Craig
3	Pittschneider	Thomas

Facilities Maintenance Technician – Parks and Recreation Department:

The following applicants were certified for appointment, subject to passing all other requirements.

RANK	LAST NAME	FIRST NAME
1	Fink	Keith
2	Perry	Tanner
2	Ponx	Dwane
4	Miller	Ethan
4	Pester	Robert
4	Rose	James
4	Slauson	Tucker
8	Johnson	Derrek
9	Meis	Christopher

10	McKinney	Nathan
11	Cline	Chris
12	Gerber	Eric
13	Gomez	Caleb
14	Jennings	Austin
15	Dunn	Nicholas
15	Leach	David
17	Ballard	Fred
18	Stock	Raymond

Respectfully submitted,

Dawn Gean

Dawn Gean, Clerk of the Civil Service Commission



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, letter of credit for erosion control, performance and maintenance bonds for underground improvements, platted easements, parkland dedication agreement, and sewer connection fee for Canyon Landing Townhomes Plat 2 Final Plat.

EXECUTIVE SUMMARY:

Canyon Landing Townhomes Plat 2 is a proposed 4.89-acre (+/-) plat located south of NE 18th Street and west of NE 38th Street. The subject plat creates 62 townhome lots that range from 4-plexes to 6-plexes, an outlot and associated utility easements and improvements. Outlot X contains the open space and private streets. The subject property is considered to be a portion of the Townhome bulk regulations within the Canyon Landing PUD, and is in general conformance with the Canyon Landing PUD.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on August 8, 2023.

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 ACCEPTING FINAL PLAT, LETTER OF CREDIT FOR EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR UNDERGROUND IMPROVEMENTS, PLATTED EASEMENTS, PARKLAND DEDICATION AGREEMENT, AND SEWER CONNECTION FEE, FOR CANYON LANDING TOWNHOMES PLAT 2

WHEREAS, on the 8th day of August 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of Canyon Landing Townhomes Plat 2; and

WHEREAS, the attorney's title opinion, letter of credit for erosion control, performance bonds for underground improvements, public easement documents, parkland dedication agreement and sewer connection fee, have been submitted and approved by the Community Development Director.

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

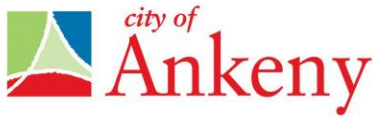
1. That final plat for Canyon Landing Townhomes Plat 2 is hereby approved; and
2. That the letter of credit for erosion control is hereby accepted; and
3. That the performance and maintenance bonds for underground improvements are hereby accepted; and
4. That the Public Water Main Easement, Public Utility Easement, Public Ingress/Egress Easement, Public Sanitary Sewer Easement, and Public Storm Water Management Facility Maintenance Covenant and Permanent easement are hereby accepted; and
5. The parkland dedication agreement is hereby accepted; and
6. That the Deer Creek Trunk Sewer Connection District 2 connection fee of \$23,364.42 is hereby accepted.

PASSED AND APPROVED this 21st day of August 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Meeting Minutes
Plan & Zoning Commission Meeting

Plan and Zoning Commission Meeting Minutes

July 18, 2023

Page | 1

Tuesday, August 8, 2023

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

CALL TO ORDER

Chair Ted Rapp called the August 8, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the August 8, 2023 agenda without amendments. Second by A.Renaud. All voted, aye. Motion carried 7 - 0.

CONSENT AGENDA ITEMS

Item #4. Canyon Landing Townhomes Plat 2 Final Plat

Motion to recommend City Council approval of the Canyon Landing Townhomes Plat 2 Final Plat

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

CANYON LANDING TOWNHOMES PLAT 2
FINAL PLAT

ZONING:
CANYON LANDING PUD

BULK REGULATIONS:
MULTI-FAMILY RESIDENTIAL – TOWNHOMES

R-3 ZONING REGULATIONS APPLY

MINIMUM LOT AREA:

1.	ONE-FAMILY DETACHED DWELLING	- 8,000 SQUARE FEET
2.	ONE-FAMILY ATTACHED DWELLING	- 5,000 SQUARE FEET
3.	TWO-FAMILY DWELLING	- 10,000 SQUARE FEET

MINIMUM LOT WIDTH:

1. ONE-FAMILY DETACHED DWELLING - 65 FEET
2. ONE-FAMILY ATTACHED DWELLING - 40 FEET
3. TWO-FAMILY DWELLING - 75 FEET
4. MULTIPLE-FAMILY DWELLING AND OTHER PERMITTED USES - 100 FEET
5. ROW DWELLING - 85 FEET MINIMUM FOR UP TO THREE UNITS, AND 25 FEET FOR EACH ADDITIONAL UNIT

FRONT YARD REQUIREMENTS;
1. RESIDENTIAL - 30 FEET
2. CHURCHES AND SCHOOLS - 35 FEET

SIDE YARD REQUIREMENTS;
ONE AND TWO-FAMILY DWELLING UNITS:
ONE STORY

1. TOTAL SIDE YARD - 15 FEET
2. MINIMUM ON ONE SIDE - 7 FEET
3. MINIMUM FOR AN ATTACHED DWELLING OPEN SIDE YARD - 7 FEET

MORE THAN ONE STORY:

1. TOTAL SIDE YARD - 17 FEET
2. MINIMUM ON ONE SIDE - 8 FEET
3. MINIMUM FOR AN ATTACHED DWELLING OPEN SIDE YARD - 8 FEET

MULTIPLE-FAMILY DWELLING UNITS:
ONE STORY:

1. TOTAL SIDE YARD - 20 FEET
2. MINIMUM ON ONE SIDE - 8 FEET

MORE THAN ONE STORY AND LESS THAN THREE STORIES:

1. TOTAL SIDE YARD - 22 FEET
2. MINIMUM ON ONE SIDE - 9 FEET

THREE STORIES AND MORE UP TO 45 FEET:

1. TOTAL SIDE YARD – 24 FEET
2. MINIMUM ON ONE SIDE – 10 FEET

STRUCTURES ABOVE 45 FEET:
1. SEE "MAXIMUM HEIGHT" BELOW

CHURCHES AND SCHOOLS:
1. 35 FEET ON EACH SIDE

REAR YARD REQUIREMENTS:
1. 35 FEET PLUS ONE FOOT FOR EACH FOOT OF BUILDING ABOVE 35 FEET.

MAXIMUM HEIGHT:

1. PRINCIPAL BUILDING - 35 FEET; EXCEPT FOR EACH FOOT THAT THE BUILDING OR A PORTION OF IT IS SET BACK BEYOND THE REQUIRED FRONT, SIDE AND REAR YARDS, ONE FOOT MAY BE ADDED TO THE HEIGHT LIMIT OF SUCH BUILDING OR PORTION THEREOF. NO BUILDING, HOWEVER, SHALL EXCEED 125 FEET.
2. GARAGE - 14 FEET
3. ACCESSORY BUILDING, OTHER THAN GARAGE - 12 FEET

MAXIMUM NUMBER OF STORIES:

1. PRINCIPAL BUILDING – NO LIMITATION
2. ACCESSORY BUILDING – ONE STORY

ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date August 8, 2023

Ayes 7 Nays 0 Abstain — Absent 0

APPROVED

T. Rapp Chairperson
Brenda Aughmy Secretary

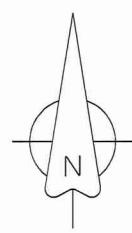
PROPERTY DESCRIPTION:
OUTLOT Z OF CANYON LANDING TOWNHOMES PLAT 1, NOW INCLUDED IN AND
FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA.

SURVEY NOTES:

1. SAID TRACT OF LAND BEING SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RESTRICTIONS OR COVENANTS OF RECORD.
2. THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET AND EACH FOOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 FOOT IN 10,000 FEET.
3. ALL MONUMENTS PLACED ARE A 1/2 INCH DIAMETER IRON ROD WITH A YELLOW PLASTIC IDENTIFICATION CAP No. 20757 UNLESS OTHERWISE NOTED.
4. ALL MONUMENTS IDENTIFIED AS "SET" WILL BE PLACED WITHIN ONE YEAR OF THE RECORDING OF THIS FINAL PLAT.
5. RECORDED MEASUREMENTS REFER TO THOSE MEASUREMENTS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19200, PAGE 148 OF THE POLK COUNTY RECORDS.
6. THE SITE IS LOCATED IN ZONE X; AREA OF MINIMAL FLOOD HAZARD, PER FEMA MAP #19153C0210F, EFFECTIVE DATE 2-1-2019.
7. OUTLOT X INCLUDES ALL AREAS OUTSIDE OF BUILDING LOTS, INCLUDING STREETS. AREA INCLUDED IN OUTLOT X SHALL BE OWNED AND MAINTAINED BY THE TOWNHOME HOMEOWNERS ASSOCIATION (HOA).

NOTES:

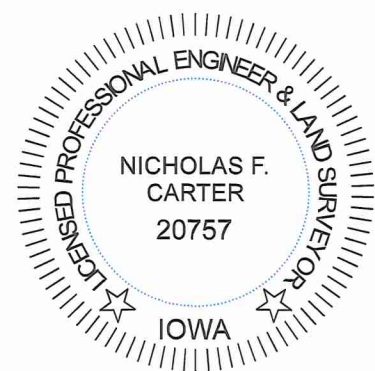
- THE DEVELOPER IS RESPONSIBLE FOR STREET LIGHT INSTALLATION WITHIN THE PLAT BOUNDARY AND ALONG 38TH STREET AND NE DEERFIELD DRIVE.
- THE DEVELOPER IS RESPONSIBLE FOR INSTALLATION OF SIDEWALK ON THE WEST SIDE OF NE 38TH STREET.
- INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH THE CITY THE LOCATION, WIDTH, AND ELEVATION OF SIDEWALKS.
- THE DEVELOPER IS RESPONSIBLE FOR INSTALLING PUBLIC IMPROVEMENTS RELATED TO TRAFFIC IMPACT STUDY.
- REFER TO THE CANYON LANDING TOWNHOMES SITE PLAN, APPROVED 5/24/22 FOR LANDSCAPING AND BUFFERING REQUIREMENTS.



0' 500' 1000'



SCALE: 1"=500'

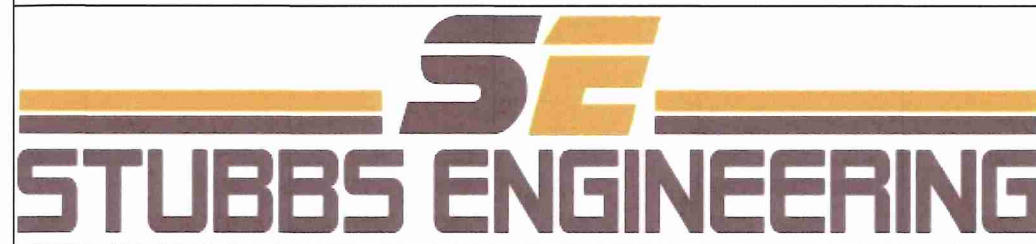


I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

NICHOLAS F. CARTER, P.L.S. 8-14-23 IA. LIC. NO. 20757 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE
UNLESS INDICATED HERE): PAGES 1 AND 2



431 NE 72nd Street - Pleasant Hill, IA 50327 - Phone: 515-979-8499

*SYMBOLS
LEGEND:*

- SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED
- SET "X" CUT IN CONCRETE
- ◇ SET "MAG" NAIL IN ASPHALT
- FOUND IR YPC 20757 UNLESS NOTED

M	MEASURED DISTANCE
R	RECORDED DISTANCE
OPC	ORANGE PLASTIC CAP
BPC	BLUE PLASTIC CAP
YPC	YELLOW PLASTIC CAP
ROW	RIGHT-OF-WAY
SF	SQUARE FEET

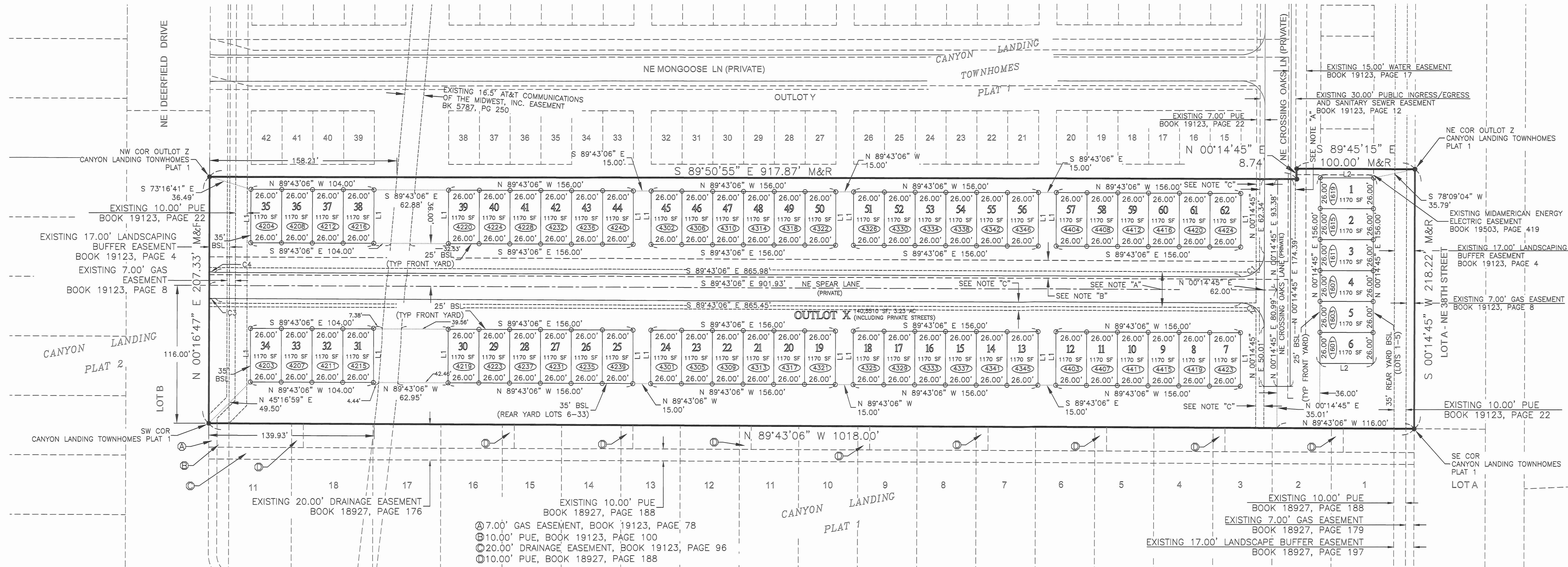
```
IR   IRON ROD
IP   IRON PIPE
SBL  SETBACK LINE
(1234) LOT ADDRESS
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CANYON LANDING TOWNHOMES PLAT 2
ANKENY, IOWA
FINAL PLAT

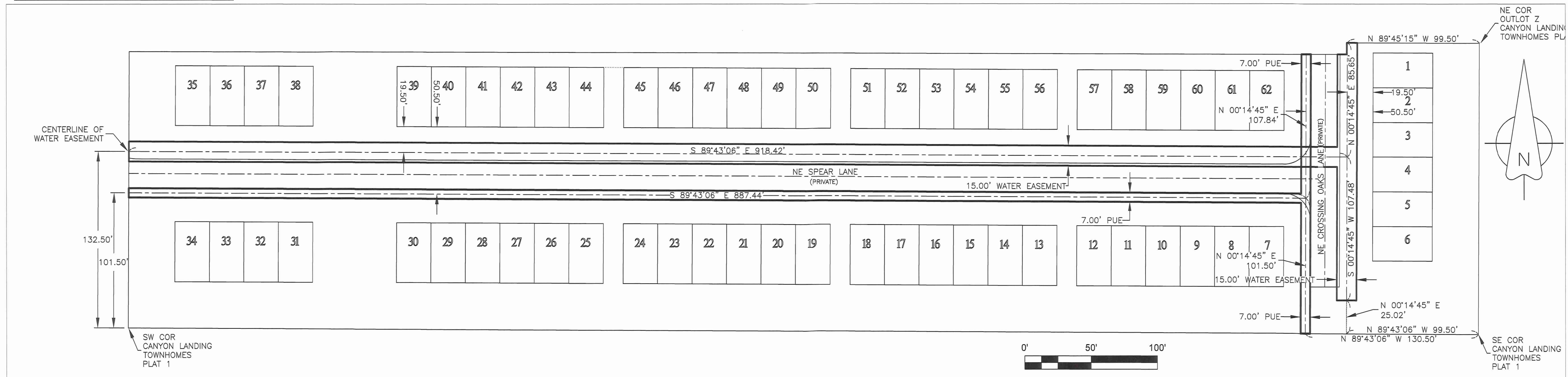
PROJECT NO: 21-101		PAGE 1 OF 2	REVISIONS: 7/25/2023 - ADDRESSED CITY COMMENTS 8/4/2023 - ADDRESSED CITY COMMENTS 8/14/2023 - ADDRESSED CITY COMMENTS
DRAWN DATE: 7-4-2023	DRAWN BY: N. Carter		SCALE: 1" = 500'

EASEMENT NOTES:

- 30.00' WIDE SANITARY SEWER AND INGRESS/EGRESS EASEMENT CENTERED ON CENTERLINE OF NE SPEAR LANE AND NE CROSSING OAKS LANE.
- 15.00' WIDE WATER EASEMENT - SEE DETAIL A.
- 7.00' WIDE PUE - SEE DETAIL A



DETAIL A - WATER MAIN EASEMENT DETAIL



LINE	BEARING	DISTANCE
L1	S 00°16'54" W	45.00'
L2	N 89°45'15" W	45.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20.00'	31.43'	28.29'	N 45°15'50" E	90°02'09"
C2	20.00'	31.40'	28.28'	N 44°44'10" W	89°57'51"
C3	25.00'	5.55'	5.53'	S 83°55'38" W	12°42'33"
C4	25.01'	4.98'	4.97'	S 82°41'22" E	11°24'08"

SYMBOLS LEGEND:

- SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP #20757 UNLESS OTHERWISE NOTED
- SET "X" CUT IN CONCRETE
- ◇ SET "MAG" NAIL IN ASPHALT
- FOUND IR YPC 20757 UNLESS NOTED

- M MEASURED DISTANCE
- R RECORDED DISTANCE
- DPC DRANGE PLASTIC CAP
- BPC BLUE PLASTIC CAP
- YPC YELLOW PLASTIC CAP
- ROW RIGHT-OF-WAY
- SF SQUARE FEET

- IR IRON ROD
- IP IRON PIPE
- SBL SETBACK LINE
- 1234 LOT ADDRESS

CANYON LANDING TOWNHOMES PLAT 2 ANKENY, IOWA FINAL PLAT

PROJECT NO:	21-101	PAGE 2 OF 2	REVISIONS: 7/25/2023 - ADDRESSED CITY COMMENTS 8/4/2023 - ADDRESSED CITY COMMENTS 8/14/2023 - ADDRESSED CITY COMMENTS
DRAWN DATE:	7-4-2023	DRAWN BY: N. Carter	SCALE: 1" = 50'



*Plan and Zoning Commission
Staff Report*

Meeting Date: August 8, 2023

Agenda Item: Canyon Landing Townhomes Plat 2 – Final Plat
Report Date: August 3, 2023
Prepared By: Jake Heil
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of Canyon Landing Townhomes Plat 2 Final Plat.

Project Summary:

Canyon Landing Townhomes Plat 2 is a proposed 4.89-acre (+/-) plat located south of NE 18th Street and west of NE 38th Street. The subject plat creates 62 townhome lots that range from 4-plexes to 6-plexes, an outlot and associated utility easements and improvements. Outlot X contains the open space and private streets. The subject property is considered to be a portion of the Townhome bulk regulations within the Canyon Landing PUD, and is in general conformance with the Canyon Landing PUD.

Project Report:

- Streets:** The proposed plat will be accessed primarily from NE 18th Street, via NE Deerfield Drive to the west. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** 8-inch water main will be installed along NE Spear Lane and NE Crossing Oaks Lane.
- Sewer:** 8-inch sanitary sewer main will be installed along NE Spear Lane and NE Crossing Oaks Lane.
- Drainage:** 8-inch storm sewer main will be installed throughout the plat. Stormwater for this plat generally flows to the west, where it will be handled by two stormwater detention outlots, west of NE Deerfield Drive. Storm water will then convey off-site to the north and west, draining into Deer Creek, ultimately outletting into Four Mile Creek.
- Parkland:** The parkland dedication requirement for Townhomes Plat 2 is 0.49 acres, but parkland is not proposed with this plat. The developer will be dedicating 13.16 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.20 acres.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Canyon Landing Townhomes Plat 2
NAME OF OWNER/ DEVELOPER: Stubbs Development, Inc.

GENERAL INFORMATION:

PLAT LOCATION: South of NE 18th Street and west of NE 38th Street
SIZE OF PLAT: 4.89 acres
ZONING: Canyon Landing PUD

LOTS:

NUMBER: 62 townhome lots, one outlot
SIZE/DENSITY: 12.68 units per acre
USE: Residential
BUILDING LINES: R-3: Multiple Family Residence District
Front: 30 feet from internal ROW
Rear: 35 feet (with a minimum 35-foot buffer around the property)
Building separation: 15 feet

PARK SITE DEDICATION:

The parkland dedication requirement for Townhomes Plat 2 is 0.49 acres, but parkland is not proposed with this plat. The developer will be dedicating 13.16 acres of parkland with a future Canyon Landing plat. The total park dedication for the Canyon Landing PUD is estimated at 13.20 acres. Any additional parksite dedication required would be by payment in lieu of land dedication.

ADJACENT LANDS:

NORTH: Canyon Landing PUD - Townhomes
SOUTH: Canyon Landing PUD – Plat 1
EAST: Agricultural Polk County
WEST: Canyon Landing PUD – future plat

STREET DEVELOPMENT:

All proposed streets in the development will be private.

WASTE WATER:

PROJECTED FLOWS: 4.89 acres of developable land X 990 gal. per day/pers.= 4,841.1 GPD

TREATMENT PLANT CAPACITY: Design: 47 MGD; current daily avg. 18 MGD.

STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 62 units X 3 pers. per house X 100 gal. per day/person = 18,600 GPD

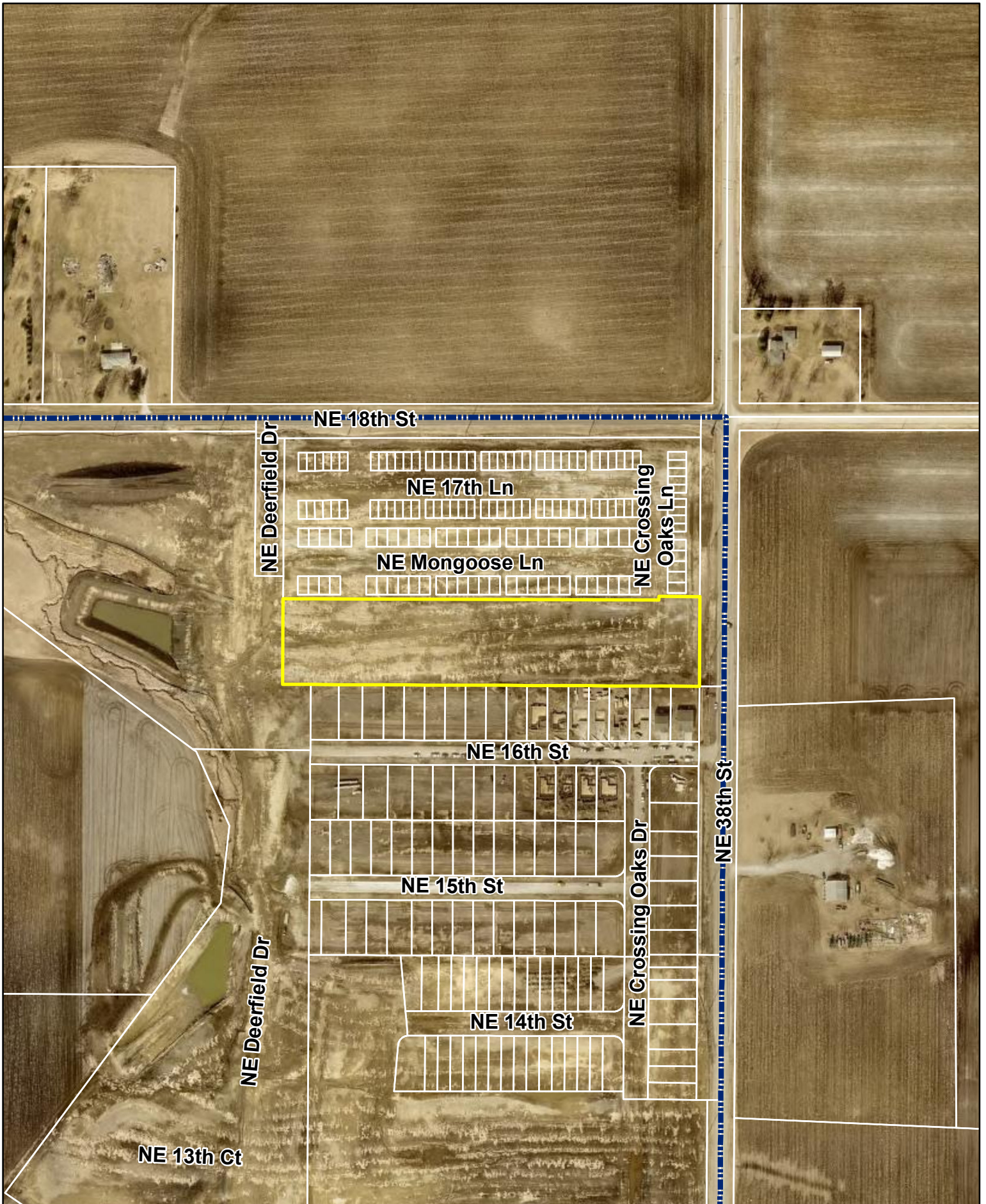
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.





STUBBS ENGINEERING

431 NE 72nd St. Pleasant Hill, IA 50327

08/10/23

Planning and Zoning Commission

City of Ankeny

Canyon Landing Approval Request

Stubbs Engineering requests approval for Canyon Landing Townhomes Plat 2 Construction Plans on August 10th 2023. This site is a residential development and consists of 5.22 acres. The site also contains 62 lots with the intention on building townhomes.

Sincerely,
Stubbs Engineering

Branden Stubbs

Branden Stubbs, P.E.



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, and accepting contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and subgrade in Canyon Landing Townhomes Plat 2 Final Plat.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER AND SUBGRADE IN CANYON LANDING TOWNHOMES PLAT 2

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer and subgrade in Canyon Landing Townhomes Plat 2 have been submitted and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the Plan and Zoning Commission and the City Council have granted approval of the final plat for Canyon Landing Townhomes Plat 2.

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

1. That the plans and specifications for the construction of water main, sanitary sewer and subgrade are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 21st day of August 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a public grading and sidewalk easement associated with the development of Lot 1, Crosswinds Plat 2.

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 Grading and Sidewalk Easement

RESOLUTION

RESOLUTION ACCEPTING A PUBLIC GRADING AND SIDEWALK EASEMENT ASSOCIATED WITH THE DEVELOPMENT OF LOT 1 CROSSWINDS PLAT 2

WHEREAS, the City Council approved the Crosswinds Plat 2 final plat on December 21, 2020;

WHEREAS, a Public Grading and Sidewalk Easement associated with the development of Lot 1 Crosswinds Plat 2, 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 Grading and Sidewalk Easement associated with the development of Lot 1 Crosswinds Plat 2 is hereby accepted.

PASSED AND APPROVED this 21st day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

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

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023

(515) 963-3523

PUBLIC GRADING AND SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Allegra Iowa, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, does 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 non-exclusive easement under, through, and across the following described real estate:

ATTACHED EASEMENT PLAT

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 Grading and 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 the public right of way, 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) and repairing or replacing (as the case may be) any damage cause by or at the direction of the City to the property of third parties with pre-existing interests in the Easement Area.

5. Intentionally Omitted.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees. The terms, conditions, rights and obligations set forth in this easement are subject and subordinate to the pre-existing rights and interests of third parties in and with respect to the Easement Area, as more particularly set forth in the public records of Polk County, Iowa.
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. Intentionally Omitted.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 4 day of July, 2023

Grantor:

Allegra Iowa, LLC, an Iowa limited liability company

By: Jose Maria Riesgo

Name: JOSE MARIA RIESGO

Title: AUTHORIZED SIGNATURE

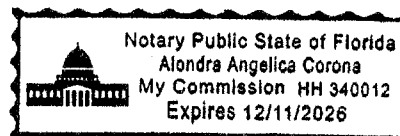
Florida

STATE OF ~~IOWA~~, COUNTY OF Miami-Dade, ss:

On this 5 day of July, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Allegra Iowa, LLC, an Iowa limited liability company, to me personally known, who being by me duly sworn, did say that he is _____, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the company, by it and by him voluntarily executed.

[Signature]

Notary Public in and for the State of ~~Iowa~~ Florida



INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
EGRIFFIN@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
LOT 1
CROSSWINDS PLAT 2
REQUESTED BY:
ALLEGRA IOWA L.L.C.

EASEMENT PLAT

GRADING AND SIDEWALK EASEMENT DESCRIPTION

A PART OF LOT 1, CROSSWINDS PLAT 2, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88°50'18" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 128.22 FEET; THENCE NORTH 82°29'31" EAST, 133.16 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTHWESTERLY ALONG SAID EAST LINE AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 838.50 FEET, WHOSE ARC LENGTH IS 20.36 FEET AND WHOSE CHORD BEARS SOUTH 10°50'26" WEST, 20.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1,286 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

04-11-2022

OWNER

ALLEGRA IOWA L.L.C.

BASIS OF BEARING

THE SOUTH LINE OF LOT 1, CROSSWINDS PLAT 2 IS ASSUMED TO BEAR NORTH 88°50'18" WEST FOR THE PURPOSE OF THIS SURVEY.

LEGEND

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap, #19710
(Unless Otherwise Noted)

ROW Marker
ROW Rail
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

FOUND SET
▲ △
● ○
■ □
H H
P P
M M
R R
D D
C C



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 4/15/22
Erin D. Griffin, PLS Date

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1-2, of 2.

LOT 1, CROSSWINDS PLAT 2

GRADING AND SIDEWALK EASEMENT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

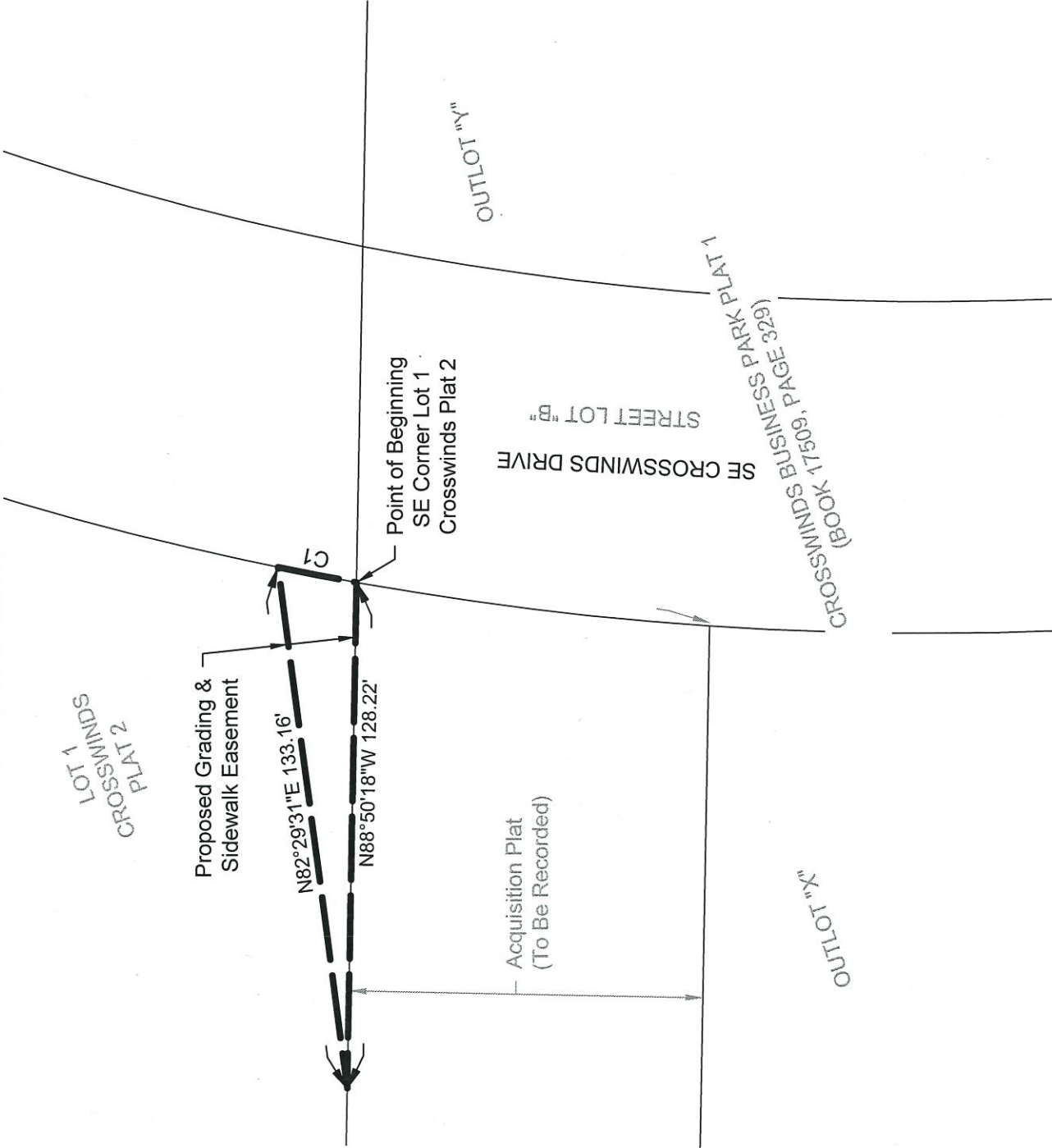
PN: 122.0231.01

T-R-S:79N-23W-07

DATE: 04/11/22

PM/TECH: EDG/AJD

EASEMENT PLAT



CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1	1°23'29"	838.50'	20.36'	10.18'	S10°50'26"W 20.36'



LOT 1, CROSSWINDS PLAT 2

GRADING AND SIDEWALK EASEMENT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 122.0231.01

T-R-S:79N-23W-07

DATE: 04/11/22

PM/TECH: EDG/AJD



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, plans and specifications, contracts, and performance and maintenance bonds for public improvements, and platted easements for Four Mile Distribution Center Plat 2.

EXECUTIVE SUMMARY:

The Four Mile Distribution Center Plat 2 Final Plat is a proposed 31.17-acre (+/-) final plat located east of SE Four Mile Drive and north of SE Corporate Woods Drive, just east of the Ankeny Regional Airport. The proposed final plat includes one developable lot approximately 24.24 acres (+/-) in size and one undevelopable lot approximately 6.93 acres in size, both of which are zoned M-1, Light Industrial District. Public improvements include the widening of SE Four Mile Drive to allow for left turn lanes that lead to the north and south access drives associated with the development.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval of the final plat on June 6, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Commission Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR FOUR MILE DISTRIBUTION CENTER PLAT 2

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Four Mile Distribution Center Plat 2 on the 6th day of June 2023; and

WHEREAS, the attorney's title opinion, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements have been submitted and approved by the City Engineer and 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 for Four Mile Distribution Center Plat 2 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the performance and maintenance bonds for paving, sanitary sewer, storm sewer, water main, and subgrade are hereby accepted; and
5. That the public gas easement, public sanitary sewer easement, public utility easement, and storm water management facility maintenance covenant and permanent easement agreement are hereby accepted.

PASSED AND APPROVED this 21st day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes**Plan & Zoning Commission Meeting**

Tuesday, June 6, 2023

Ankeny City Council Chambers, Second Floor
1250 SW District Drive, Ankeny, Iowa**CALL TO ORDER**

Chair Ted Rapp called the June 6, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS**Item #2. Four Mile Distribution Center Plat 2 Final Plat**

Motion to recommend City Council approval of the Four Mile Distribution Center Plat 2 Final Plat.

Motion by L.West to approve the recommendations for Consent Agenda Items #1 - #5. Second by T.Ripper. All voted aye. Motion carried 5– 0.

ANKENY, POLK COUNTY, IOWA

PART N 780' OF
NW 1/4 NW 1/4 &
NE 1/4 NW 1/4
SEC. 5-79-23
BERNARD & RITA HILBERT
(BK 17316, PG 844)



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

22-052

CITY OF ANKENY

Agenda Item: Four Mile Distribution Center Plat 2 - Final Plat

Report Date: June 1st, 2023

Prepared by: Bryan Morrissey, *ETC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Four Mile Distribution Center Plat 2 Final Plat.

Project Summary:

The Four Mile Distribution Center Plat 2 Final Plat is a proposed 31.17-acre (+/-) final plat located east of SE Four Mile Drive and north of SE Corporate Woods Drive, just east of the Ankeny Regional Airport. The proposed final plat includes one developable lot approximately 24.24 acres (+/-) in size and one undevelopable lot approximately 6.93 acres in size, both of which are zoned M-1, Light Industrial District. Public improvements include the widening of SE Four Mile Drive to allow for left turn lanes that lead to the north and south access drives associated with the development.

Project Report:

- Streets:** New public streets are not proposed as a part of this development; however, public improvements call for the widening of SE Four Mile Drive to allow for left turn lanes into the project site.
- Water:** Eight-inch water mains will be installed throughout the entirety of the development by connecting to the existing twelve-inch main that runs along the east side of SE Four Mile Drive.
- Sewer:** An eight-inch public sanitary line will be extended through the southern portion of the property before ultimately connecting to the sixty-inch WRA sanitary main that's present near the east property line. Six-inch private service will stem from the public main to serve future development on the site.
- Drainage:** Stormwater in the area generally flows to the south and east. The lone developable lot within the project area will have on-site detention.
- Parkland:** Parkland dedication is not required for industrial developments.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Four Mile Distribution Center Plat 2
NAME OF OWNER: Four Mile RE, LLC
NAME OF DEVELOPER: Four Mile RE, LLC

GENERAL INFORMATION:

PLAT LOCATION: East of SE Four Mile Drive & North of SE Corporate Woods Drive
SIZE OF PLAT: 31.17 acres
ZONING: M-1, Light Industrial District

LOTS:

NUMBER: 1 Industrial Lot & 1 Outlot
SIZE/DENSITY: Lot 1: 24.24 acres Outlot X: 6.93 acres
USE: Warehouse/Distribution
BUILDING LINES: Front = 50', Side = none required, except when adjacent to any residential district, in which case – 50', Rear = 40'

PARK SITE DEDICATION: Not Required for Industrial Developments

ADJACENT LANDS:

NORTH: Unincorporated Polk County
SOUTH: M-1, Light Industrial District
EAST: Unincorporated Polk County
WEST: M-1, Light Industrial District

WASTE WATER:

PROJECTED FLOWS: 31.17 acres of developable land x 5000 gal. per day/acre of developable land = 155,850 GPD
TREATMENT PLANT CAPACITY (FOUR MILE): Design: 47 MGD; current daily avg. 18 MGD

STORM WATER:

BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin

WATER SYSTEM:

USAGE: 31.17 acres of developable land x 5000 gal. per day/acre of developable land = 155,850 GPD estimate
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N



1 inch = 750 feet

Date: 5/31/2023

Four Mile Distribution Center Plat 2 - Final Plat

ERIG
ENGINEERING RESOURCE GROUP, INC.

ENGINEERS & SURVEYORS

PH. 515 / 288-4823

June 22, 2023

Honorable Mayor and City Council
Community Development
1210 NW Prairie Ridge Dr.
Ankeny, IA 50023-1564

RE: 5775 SE Four Mile Drive – NGR East

Dear Honorable Mayor and City Council:

On behalf of the developer, Hubbell Realty Company, we ask that you approve the final plat for Four Mile Distribution Center Plat 2.

This Light Industrial zoned plat contains one buildable lot, one Outlot which is an unbuildable lot for preservation of trees and open space and a lot for dedication of public street Right-of-Way.

This property is proposed to be developed as one large warehouse building with associated parking and truck maneuvering areas.

We ask for your approval of this final plat.

Sincerely,

ENGINEERING RESOURCE GROUP, INC.



Doug Saltgaver, P.E.
President

DJS/kee



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving, subgrade, water main, sanitary sewer, and storm sewer in Four Mile Distribution Center Plat 2.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING, SUBGRADE, WATER MAIN, SANITARY SEWER, AND STORM SEWER IN FOUR MILE DISTRIBUTION CENTER PLAT 2

WHEREAS, the plans and specifications for the construction of street paving, subgrade, water main, sanitary sewer, and storm sewer in Four Mile Distribution Center Plat 2 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 accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Four Mile Distribution Center Plat 2.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the plans and specifications for the construction of street paving, subgrade, water main, sanitary sewer, and storm sewer are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 21st day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to grant preliminary approval of Kimberley Crossing Plat 4 Final Plat.

EXECUTIVE SUMMARY:
Kimberley Crossing Plat 4 is a proposed 7.58-acre (+/-) plat located west of NE Sienna Drive and north of NE 56th Street. The subject plat creates 38 single-family lots, two street lots, and shows associated utilities and easements. The proposed plat is zoned and in general conformance with the Miller Farm Property PUD.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Grant preliminary approval of Kimberley Crossing Plat 4.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):
The Plan & Zoning Commission recommended approval at their meeting on August 8, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Staff Report
 Aerial Map
 P&Z Minutes
 Applicant Letter
 Final Plat



*Plan and Zoning Commission
Staff Report*

Meeting Date: August 8, 2023

Agenda Item: Kimberley Crossing Plat 4 – Final Plat
Report Date: August 3, 2023
Prepared by: Jake Heil *EJC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council preliminary approval of Kimberley Crossing Plat 4 Final Plat.

Project Summary:

Kimberley Crossing Plat 4 is a proposed 7.58-acre (+/-) plat located west of NE Sienna Drive and north of NE 56th Street. The subject plat creates 38 single-family lots, two street lots, and shows associated utilities and easements. The proposed plat is zoned and in general conformance with the Miller Farm Property PUD.

Project Report:

- Streets:** This plat will be primarily accessed from the south via NE 56th Street from NE Delaware to the west and via NE Sienna Drive that also provides access through the Otter Creek development to the south. This plat extends NE Verona Drive north to NE 60th Street. All proposed roads in the development will be required to have five-foot sidewalks.
- Water:** The existing 8-inch water main will be extended north along NE Verona Drive, and an 8-inch main will be installed along NE 60th Street.
- Sewer:** 8-inch sanitary sewer will be extended north along NE Verona Drive and along NE 60th Street.
- Drainage:** Stormwater for the south half of the plat will flow south and then east to the stormwater detention basin located on Outlot X, Kimberley Crossing Plat 1. The northern half of the plat drains easterly, towards Kimberley Crossing Plat 3, which eventually drains to a drainage ditch along Interstate-35. From there stormwater eventually drains to the south ultimately outletting into Otter Creek.
- Parkland:** A total of 0.60 acres of parkland dedication is required for Kimberley Crossing Plat 4. Outlot Y, in Kimberley Crossing Plat 1, is comprised of 6.58 acres and was deeded to the City with Plat 1. The total parkland dedication for the Miller Farm PUD is estimated to be approximately 6.58 acres. Any additional required parkland that is not met by the 6.58 acres already deeded will be payment in lieu of parkland dedication.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Kimberley Crossing Plat 4
NAME OF OWNER/ DEVELOPER: Kimberley Development Corp.

GENERAL INFORMATION:

PLAT LOCATION: North of NE 56th Street, West of NE Sienna Drive
SIZE OF PLAT: 10.36 acres
ZONING: Miller Farm PUD

LOTS:

NUMBER: 38 single-family lots, two street lots
SIZE/DENSITY: 5.01 units per acre
USE: Residential
BUILDING LINES: Miller Farm PUD:
Min. Lot Width: 50' (75' for 2-Family lot)
Front: 25'
Rear: 25'
Side: 10' total (min. 5' one side)

PARK SITE DEDICATION:

A total of 0.60 acres of parkland dedication is required for Kimberley Crossing Plats 3. Outlot Y, in Kimberley Crossing Plat 1, is comprised of 6.58 acres and was deeded to the City with Plat 1. The total parkland dedication for the Miller Farm PUD is estimated to be approximately 6.58 acres. Any additional required parkland that is not met by the 6.58 acres already deeded will be payment in lieu of parkland dedication.

ADJACENT LANDS:

NORTH: R-1, One Family Residence District
SOUTH: Miller Farm Property PUD
EAST: Miller Farm Property PUD
WEST: Miller Farm Property PUD; R-3, Multiple Family Residence District

STREET DEVELOPMENT:

NAME: NE Verona Drive
LENGTH: Approximately 860.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NE 60th Street
LENGTH: Approximately 324.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 7.58 acres of developable land X 990 gal. per day/single-family residential
= 7,504.2 GPD

WRA CAPACITY: 47 MGD; current daily avg. 18 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: North Four Mile Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Upper Four Mile Creek Drainage Basin.

WATER SYSTEM:

USAGE: 38 units X 3 pers. per house X 100 gal. per day/person = 11,400 GPD

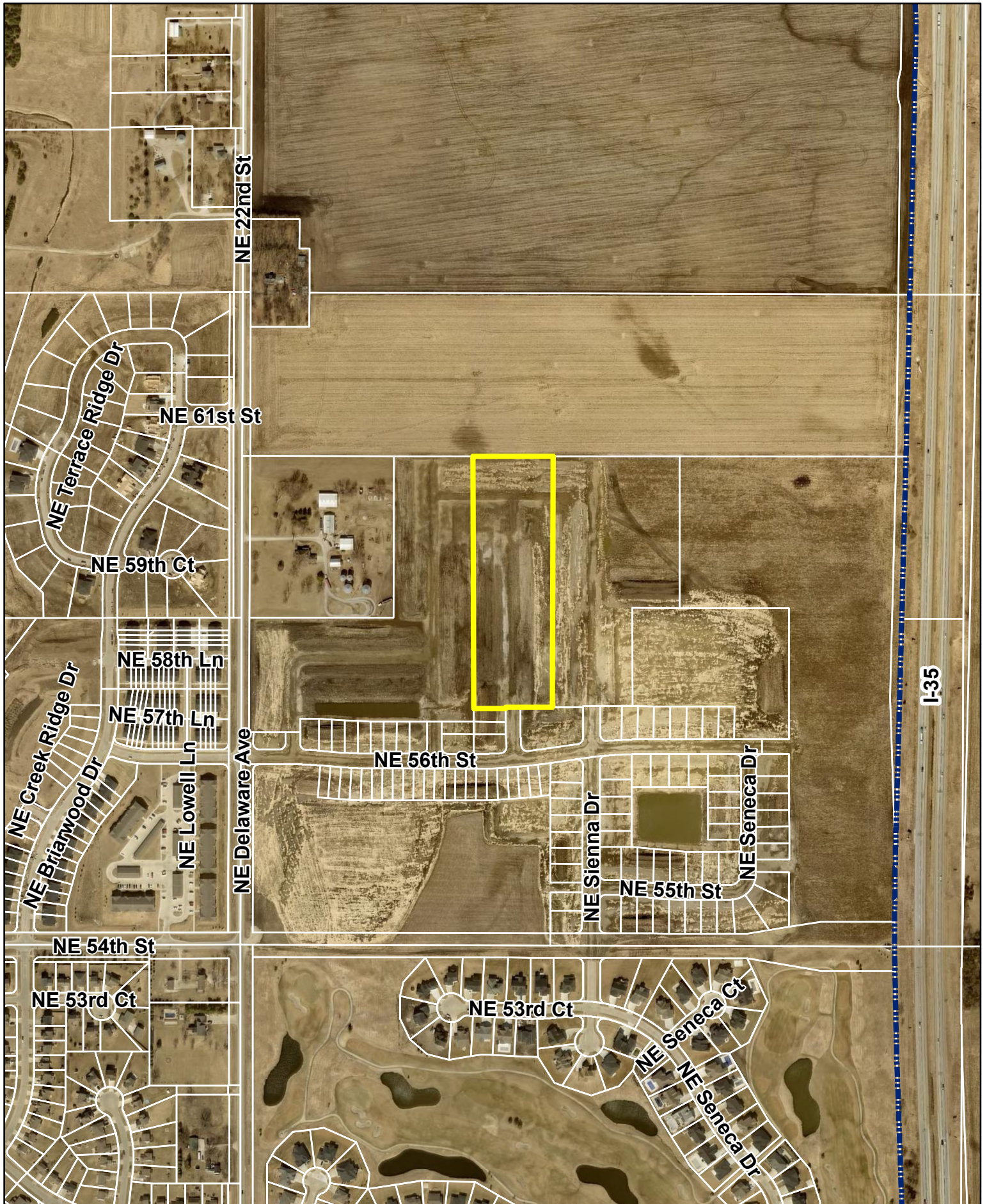
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

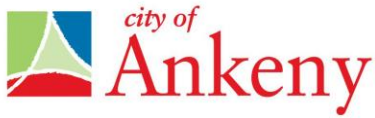
FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.





Meeting Minutes

Plan & Zoning Commission Meeting

Plan and Zoning Commission Meeting Minutes

July 18, 2023

Page | 1

Tuesday, August 8, 2023

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

CALL TO ORDER

Chair Ted Rapp called the August 8, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the August 8, 2023 agenda without amendments. Second by A.Renaud. All voted, aye. Motion carried 7 - 0.

CONSENT AGENDA ITEMS

Item #5. Kimberley Crossing Plat 4 Final Plat

Motion to recommend City Council preliminary approval of Kimberley Crossing Plat 4 Final Plat.

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

July 27, 2023

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: Kimberley Crossing Plat 4
Final Plat & Construction Drawing Approval

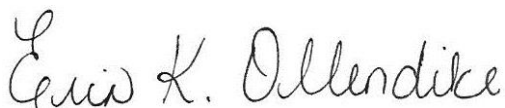
Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of Kimberley Development Corporation, we submit herewith the following final plat and construction drawings for review and approval. The project area contains 7.6 acres and is located north of the intersection of NE Verona Drive and NE 56th Street. The final plat includes the development of 38 single family lots. The property is currently zoned PUD Planned Unit Development and R-3 Multiple Family Residential District zoning.

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



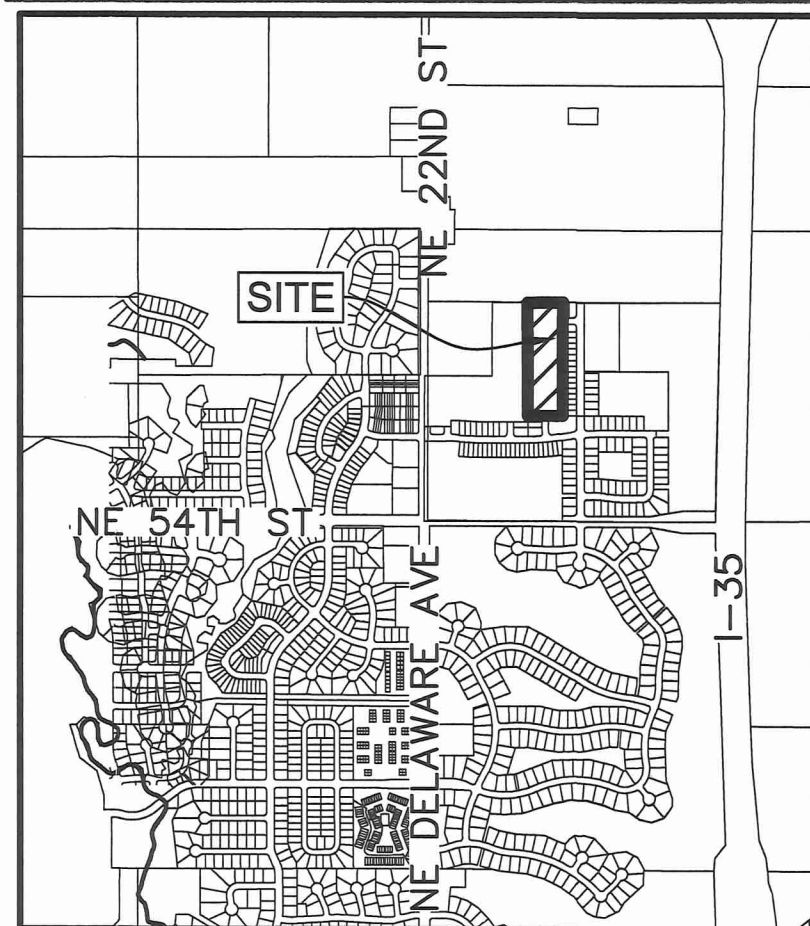
Erin K. Ollendike, P.E.

INDEX LEGEND
LOCATION: PT. SW1/4 SEC 31-81-23
ANKENY, POLK COUNTY, IOWA
REQUESTOR: KIMBERLEY DEVELOPMENT CORPORATION
PROPRIETOR: KIMBERLEY DEVELOPMENT CORPORATION
2785 N. ANKENY BLVD STE 22
ANKENY, IA 50021
SURVEYOR: MICHAEL A. BROONER
COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY: CIVIL DESIGN ADVANTAGE
& RETURN TO: 4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

KIMBERLEY CROSSING PLAT 4

FINAL PLAT

VICINITY MAP (NOT TO SCALE)



ANKENY, IOWA

OWNER / DEVELOPER

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 N. ANKENY BLVD STE 22
ANKENY, IA 50021
PH: (515) 963-8335

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

DATE OF SURVEY

JUNE 23, 2023

ZONING

P.U.D.: PLANNED UNIT DEVELOPMENT

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	N44°51'18"E	35.36'
C2	90°00'00"	25.00'	39.27'	S45°08'42"E	35.36'

PLAT DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 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 LOT 17, KIMBERLEY CROSSING PLAT 3, AN OFFICIAL PLAT; THENCE SOUTH 00°08'42" EAST ALONG THE WESTERLY LINE OF SAID KIMBERLEY CROSSING PLAT 3, A DISTANCE OF 135.68 FEET; THENCE SOUTH 89°51'18" WEST ALONG SAID WESTERLY LINE, 4.00 FEET; THENCE SOUTH 00°08'42" EAST ALONG SAID WESTERLY LINE, 890.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, SAID KIMBERLEY CROSSING PLAT 3; THENCE SOUTH 89°51'18" WEST ALONG THE NORTHERLY LINE OF KIMBERLEY CROSSING PLAT 2 AND KIMBERLEY CROSSING PLAT 1, BOTH OFFICIAL PLATS, 190.00 FEET; THENCE SOUTH 00°08'42" EAST ALONG THE NORTHERLY LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°51'18" WEST ALONG SAID NORTHERLY LINE, 130.00 FEET TO THE NORTHWEST CORNER OF LOT 15, SAID KIMBERLEY CROSSING PLAT 1; THENCE NORTH 00°08'42" WEST, 835.00 FEET; THENCE SOUTH 89°51'18" WEST, 4.00 FEET; THENCE NORTH 00°08'42" WEST, 195.22 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°46'30" EAST ALONG SAID NORTH LINE, 328.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.58 ACRES (330,117 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

BULK REGULATIONS

P.U.D. DISTRICT (LOT 1-38)

MIN. LOT WIDTH: 50'
FRONT: 25'
REAR: 25'
SIDE: 5'

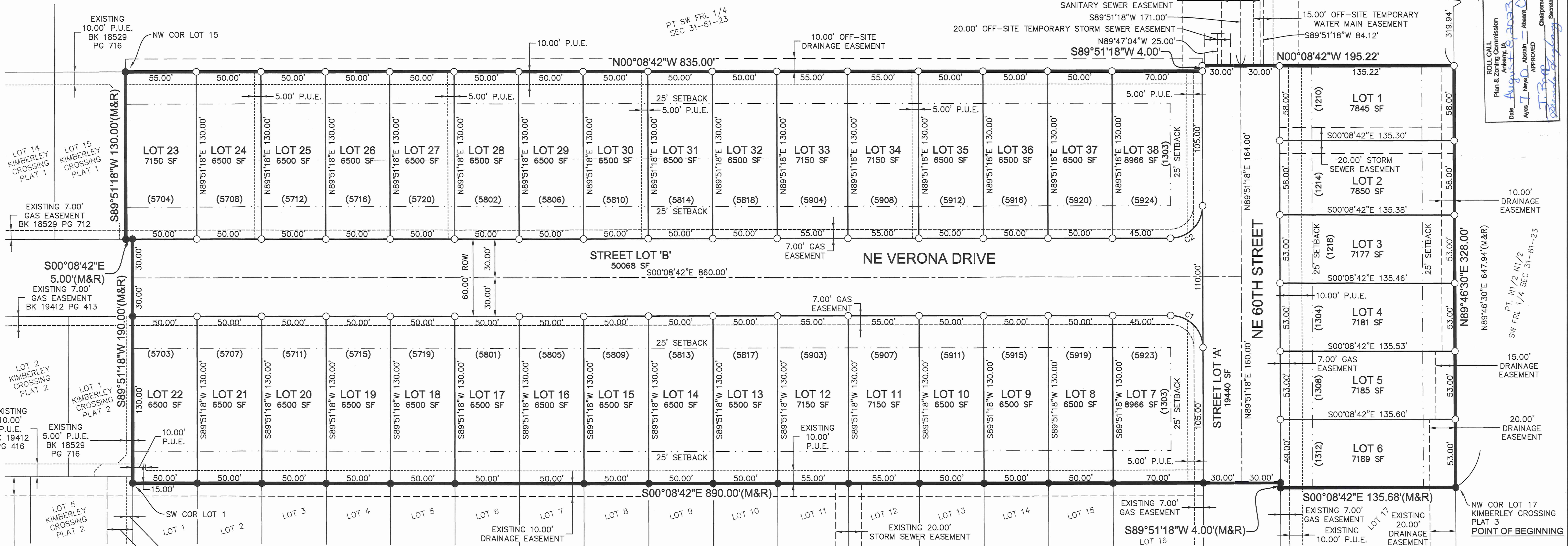
NOTE: A MINIMUM OF ONE OVERSTORY/ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

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.
- STREET LOTS 'A' AND 'B' SHALL BE DEDICATED TO THE CITY OF ANKENY FOR PUBLIC RIGHT-OF-WAY.
- THE HOUSE DRIVEWAY FOR LOT 3 SHALL AVOID THE RAMP LOCATION.

AREA ABOVE RESERVED FOR RECORDING STAMP

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		



EXISTING 15.00' DRAINAGE EASEMENT BK 19412 PG 410
EXISTING 5.00' P.U.E. BK 19412 PG 416
EXISTING 20.00' STORM SEWER & DRAINAGE EASEMENT BK 18529 PG 726



SCALE
0' 20' 40' 80'
1" = 40' (FULL SIZE)

RECEIVED

AUG 11 2023

CITY OF ANKENY

1 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.
LICENSE NUMBER 15980
DATE
THIS SHEET

2036.409

DATE: 08/11/23
REVISED: 08/11/23
THIRD SUBMITTAL

REVIEW: TECH: ENGINEER: CIVIL DESIGN ADVANTAGE ANKENY, IOWA

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

KIMBERLEY CROSSING PLAT 4
FINAL PLAT

2/14
2306.409



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC from Low Density Residential to Medium Density Residential (LUPA Area B) (date of hrg: 9/5/23 @ 5:30p.m.)

EXECUTIVE SUMMARY:

Hope Kimberley LLC is the property owner of Land Use Plan Amendment Area B that is approximately 45.14 acres; and is located in the southeast corner of the NE 126th Avenue and N Ankeny Boulevard intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as Low Density Residential. The applicant is now proposing to reclassify the future land use to Medium Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 9/5/2023 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On August 8, 2023, the Plan and Zoning Commission recommended that the City Council approve the request by Hope Kimberley LLC, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC, from Low Density Residential to Medium Density Residential (LUPA Area B).

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan and Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 LUPA Area B Exhibit
 Aerial Map
 Applicant Letter
 Future Land Use Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO AMEND THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, LUPA AREA B, LOCATED SOUTH OF NE 126TH AVENUE AND EAST OF N ANKENY BOULEVARD

WHEREAS, on the 18th day of July, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 8th day of August, 2023, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope Kimberley LLC, from Low Density Residential to Medium Density Residential (LUPA Area B); and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

LEGAL DESCRIPTION:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF COURTYARDS AT HARVEST RIDGE PLAT 4, AN OFFICIAL PLAT; THENCE NORTH 00°29'13" EAST ALONG THE EAST RIGHT OF WAY LINE OF NE 14TH STREET, 67.75 FEET; THENCE NORTH 08°56'10" WEST ALONG SAID EAST RIGHT OF WAY LINE, 305.39 FEET; THENCE NORTH 00°29'14" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1091.59 FEET; THENCE NORTH 18°53'24" EAST ALONG SAID EAST RIGHT OF WAY LINE, 79.20 FEET; THENCE NORTH 00°29'11" EAST ALONG SAID EAST RIGHT OF WAY LINE, 359.43 FEET; THENCE NORTH 21°26'57" EAST ALONG SAID EAST RIGHT OF WAY LINE, 27.96 FEET; THENCE NORTH 00°29'13" EAST ALONG SAID EAST RIGHT OF WAY LINE, 99.82 FEET; THENCE NORTH 17°27'09" EAST ALONG SAID EAST RIGHT OF WAY LINE, 34.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF NE 126TH AVENUE; THENCE NORTH 89°29'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 900.68 FEET; THENCE SOUTH 00°29'17" WEST, 1127.80 FEET; THENCE SOUTH 89°30'43" EAST, 5.00 FEET; THENCE SOUTH 00°29'17" WEST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 165.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS SOUTH 39°21'59" EAST, 62.02 FEET; THENCE SOUTH 00°29'17" WEST, 168.23 FEET TO THE NORTH LINE OF SAID HARVEST RIDGE PLAT 4; THENCE SOUTH 89°55'10" WEST ALONG SAID NORTH LINE, 1105.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 45.14 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 45.14-acres (+/-) located south of NE 126th Avenue and east of N Ankeny Boulevard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the above-described property from Low Density Residential to Medium Density Residential (LUPA Area B); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,
IOWA, TO CONSIDER AN AMENDMENT TO THE ANKENY PLAN 2040 COMPREHENSIVE
PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY
OWNED BY HOPE KIMBERLEY LLC, FROM LOW DENSITY RESIDENTIAL TO MEDIUM
DENSITY RESIDENTIAL, LUPA AREA B, LOCATED SOUTH OF NE 126TH AVENUE AND
EAST OF N ANKENY BOULEVARD**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the following described property owned by Hope Kimberley LLC, from Low Density Residential to Medium Density Residential (LUPA Area B):

LEGAL DESCRIPTION:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF COURTYARDS AT HARVEST RIDGE PLAT 4, AN OFFICIAL PLAT; THENCE NORTH 00°29'13" EAST ALONG THE EAST RIGHT OF WAY LINE OF NE 14TH STREET, 67.75 FEET; THENCE NORTH 08°56'10" WEST ALONG SAID EAST RIGHT OF WAY LINE, 305.39 FEET; THENCE NORTH 00°29'14" EAST ALONG SAID EAST RIGHT OF WAY LINE, 1091.59 FEET; THENCE NORTH 18°53'24" EAST ALONG SAID EAST RIGHT OF WAY LINE, 79.20 FEET; THENCE NORTH 00°29'11" EAST ALONG SAID EAST RIGHT OF WAY LINE, 359.43 FEET; THENCE NORTH 21°26'57" EAST ALONG SAID EAST RIGHT OF WAY LINE, 27.96 FEET; THENCE NORTH 00°29'13" EAST ALONG SAID EAST RIGHT OF WAY LINE, 99.82 FEET; THENCE NORTH 17°27'09" EAST ALONG SAID EAST RIGHT OF WAY LINE, 34.28 FEET TO THE SOUTH RIGHT OF WAY LINE OF NE 126TH AVENUE; THENCE NORTH 89°29'19" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 900.68 FEET; THENCE SOUTH 00°29'17" WEST, 1127.80 FEET; THENCE SOUTH 89°30'43" EAST, 5.00 FEET; THENCE SOUTH 00°29'17" WEST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 165.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS SOUTH 39°21'59" EAST, 62.02 FEET; THENCE SOUTH 00°29'17" WEST, 168.23 FEET TO THE NORTH LINE OF SAID HARVEST RIDGE PLAT 4; THENCE SOUTH 89°55'10" WEST ALONG SAID NORTH LINE, 1105.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 45.14 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 45.14-acres (+/-) located south of NE 126th Avenue and east of N Ankeny Boulevard.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

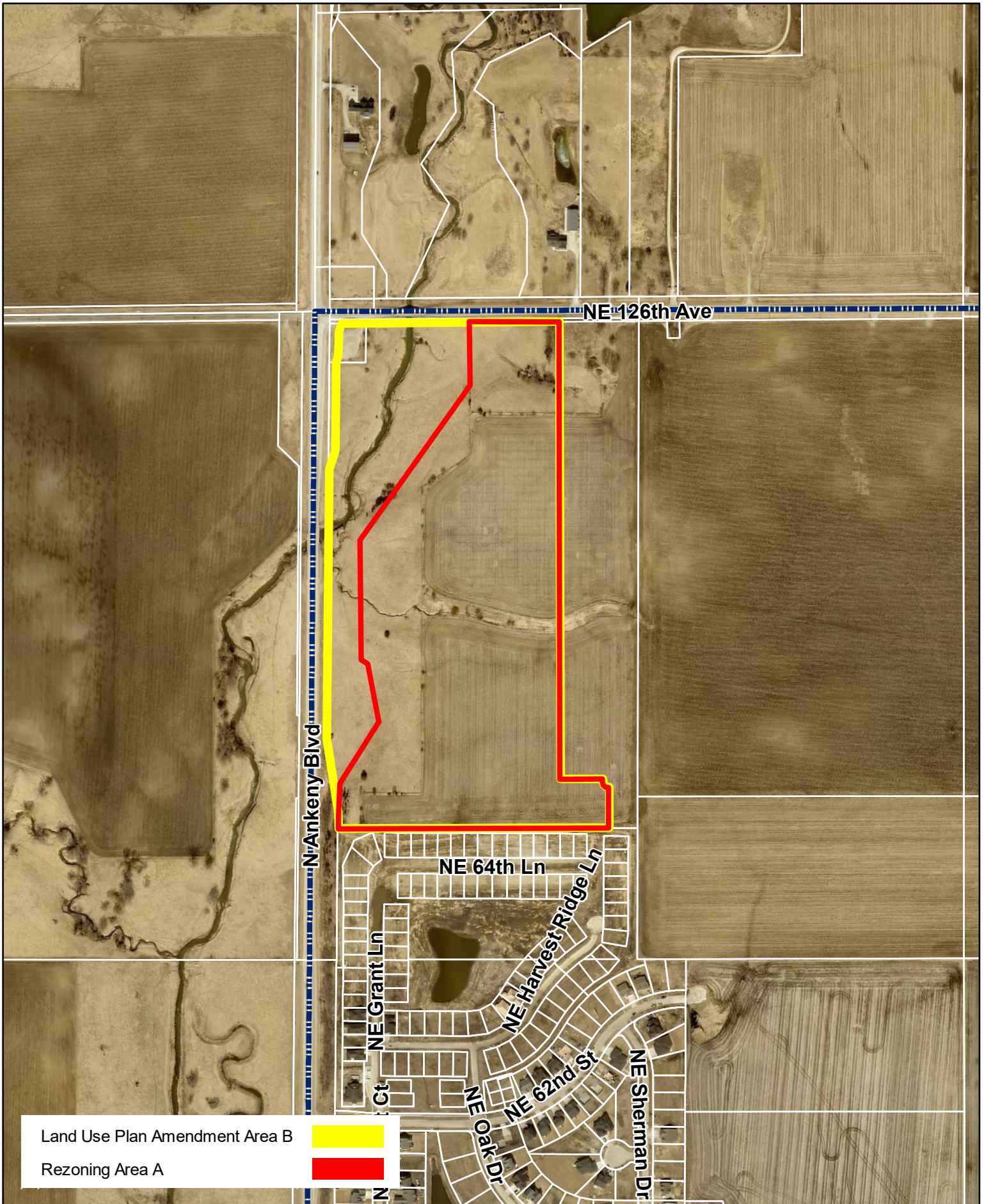
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard. The City Council may choose to act upon the amendment at that time.

DATED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2023.



Land Use Plan Amendment Area B



Rezoning Area A



N



1 inch = 500 feet

Date: 7/13/2023

Hope Kimberley Properties
Land Use Plan Amendment Area B & Rezoning Area A

June 17, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Comprehensive Plan Amendment

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley, we are submitting a request to modify the city's comprehensive plan from 115.98 acres of low density residential to approximately 72.69 acres to medium density residential, 35.56 acres of High-Density Residential and 7.73 acres to Community Commercial. Additionally, we would like to request that approximately 4.51 acres of medium density residential be modified to low density residential. When the comprehensive plan was created for this large tract of property that overall contains 318.50 acres the majority of the property was assigned a low-density residential land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. Of the 318.50 acres of property approximately 202.52 acres would remain as a low-density residential land use. The property is bordered by NE 126th Avenue/NE 72nd Street which leads to Interstate 35 on the north, NE Delaware to the east and US Highway 69 to the west. We are proposing to have higher density along these major thoroughfares that would then transition to lower density as you enter the property.

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.

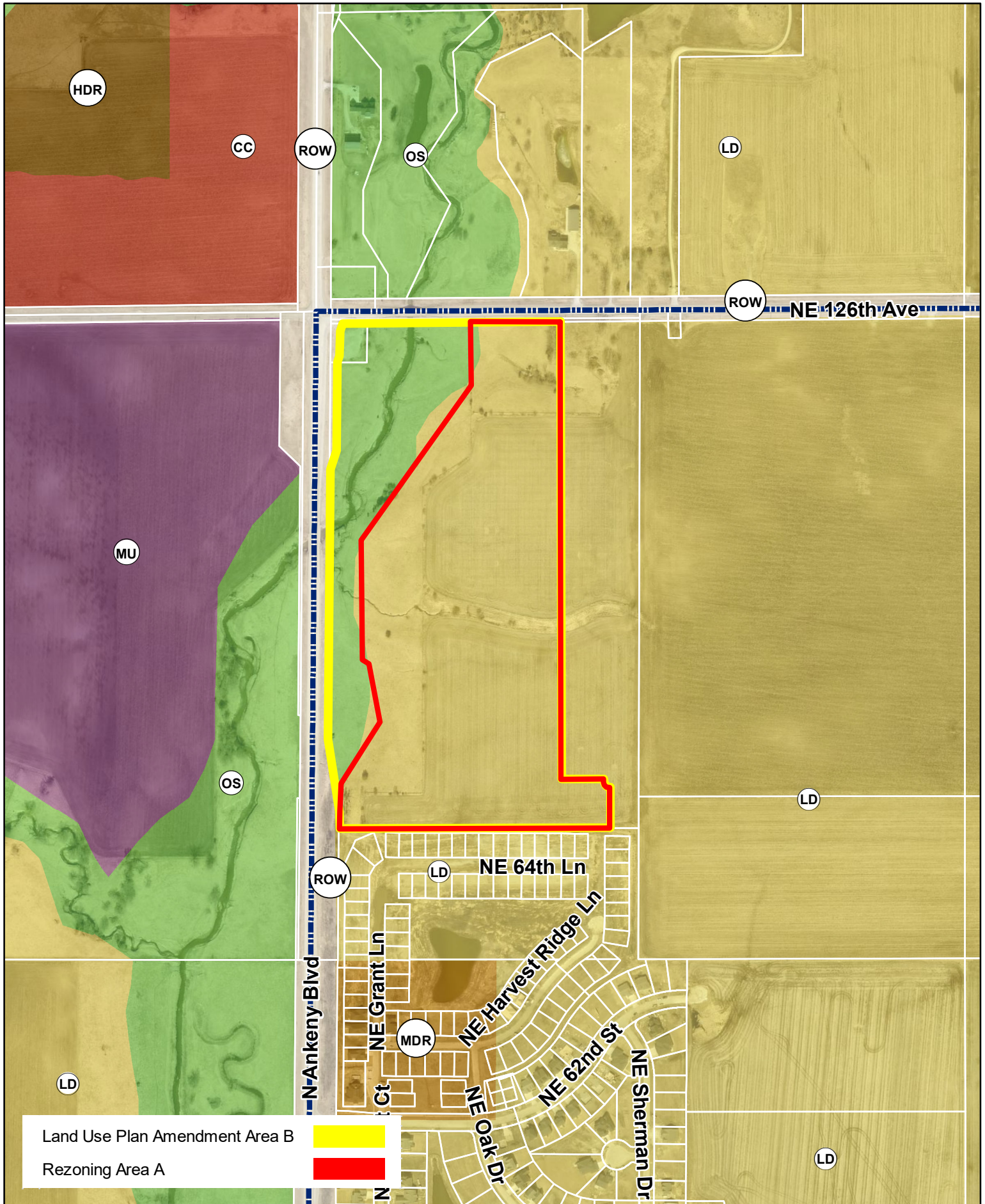
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



N
1 inch = 500 feet
Date: 7/12/2023

Hope Kimberley Properties
Land Use Plan Amendment Area B & Rezoning Area A
Future Land Use Map





ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone certain property owned by Hope Kimberley, LLC from the current R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A) (date of hrg: 9/5/23 @ 5:30p.m.)

EXECUTIVE SUMMARY:

Hope Kimberley LLC is requesting to rezone 34.56 acres (Rezoning Area A) from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre. The subject area is located in the southeast corner of the NE 126th Avenue and N Ankeny Boulevard intersection.

This rezoning request accompanies the applicants requests to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA Area B, from Low Density Residential LDR to Medium Density Residential.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 9/5/2023 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On August 8, 2023, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3 Multiple-Family Residence District, restricted to 10 units per acre. (Rezoning Area A).

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Rezoning Area A Exhibit
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, RESTRICTED TO 10 UNITS PER ACRE, REZONING AREA A, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF N ANKENY BOULEVARD

WHEREAS, on the 18th day of July, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 8th day of August, 2023, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A); and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF COURTYARDS AT HARVEST RIDGE PLAT 4, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°29'13" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N ANKENY BOULEVARD, 67.75 FEET; THENCE CONTINUING NORTH 00°29'13" EAST, 98.58 FEET; THENCE NORTH 28°49'56" EAST, 282.69 FEET; THENCE NORTH 06°07'21" WEST, 292.04 FEET; THENCE NORTH 31°05'34" WEST, 23.70 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 13.78 FEET AND WHOSE CHORD BEARS NORTH 15°18'08" WEST, 13.61 FEET; THENCE NORTH 00°29'17" EAST, 449.10 FEET; THENCE NORTH 33°49'21" EAST, 808.58 FEET; THENCE NORTH 00°16'48" WEST, 247.69 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 370.05 FEET; THENCE SOUTH 00°29'17" WEST, 1173.98 FEET; THENCE SOUTH 89°30'43" EAST, 5.00 FEET; THENCE SOUTH 00°29'17" WEST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 165.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS SOUTH 39°21'59" EAST, 62.02 FEET; THENCE SOUTH 00°29'17" WEST, 168.23 FEET TO THE NORTH LINE OF SAID COURTYARDS AT HARVEST RIDGE PLAT 4; THENCE SOUTH 89°55'10" WEST ALONG SAID NORTH LINE, 1105.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.56 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 34.56-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA TO
REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1,
ONE-FAMILY RESIDENCE DISTRICT, TO R-3 MULTIPLE-FAMILY RESIDENCE DISTRICT,
RESTRICTED TO 10 UNITS PER ACRE, REZONING AREA A, LOCATED SOUTH OF NE 126TH
AVENUE AND EAST OF N ANKENY BOULEVARD**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple-Family Residence District, restricted to 10 units per acre (Rezoning Area A):

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF COURTYARDS AT HARVEST RIDGE PLAT 4, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°29'13" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N ANKENY BOULEVARD, 67.75 FEET; THENCE CONTINUING NORTH 00°29'13" EAST, 98.58 FEET; THENCE NORTH 28°49'56" EAST, 282.69 FEET; THENCE NORTH 06°07'21" WEST, 292.04 FEET; THENCE NORTH 31°05'34" WEST, 23.70 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 13.78 FEET AND WHOSE CHORD BEARS NORTH 15°18'08" WEST, 13.61 FEET; THENCE NORTH 00°29'17" EAST, 449.10 FEET; THENCE NORTH 33°49'21" EAST, 808.58 FEET; THENCE NORTH 00°16'48" WEST, 247.69 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 370.05 FEET; THENCE SOUTH 00°29'17" WEST, 1173.98 FEET; THENCE SOUTH 89°30'43" EAST, 5.00 FEET; THENCE SOUTH 00°29'17" WEST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 165.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS SOUTH 39°21'59" EAST, 62.02 FEET; THENCE SOUTH 00°29'17" WEST, 168.23 FEET TO THE NORTH LINE OF SAID COURTYARDS AT HARVEST RIDGE PLAT 4; THENCE SOUTH 89°55'10" WEST ALONG SAID NORTH LINE, 1105.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.56 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 34.56-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

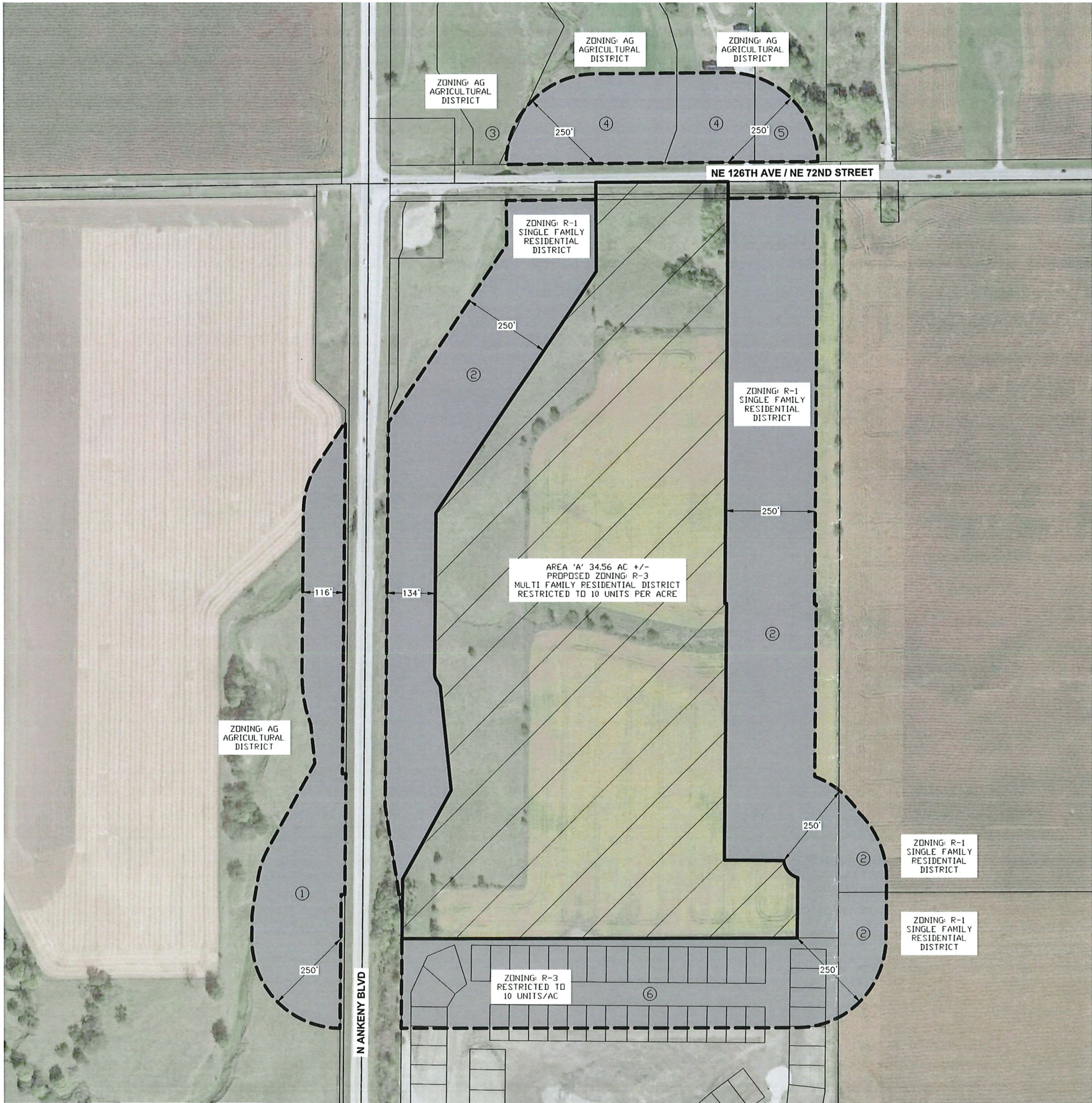
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard. The City Council may choose to act upon the amendment at that time.

DATED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

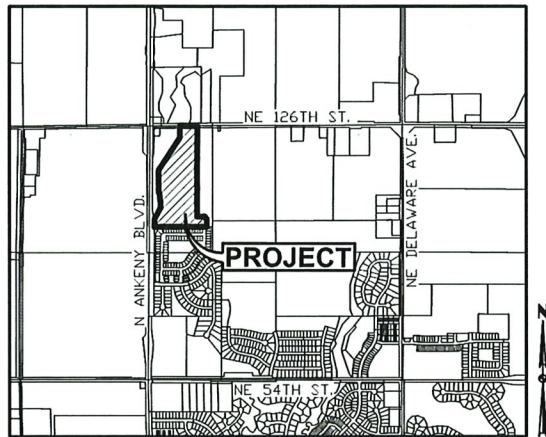
Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2023.



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: R-3 - MULTI FAMILY RESIDENTIAL DISTRICT
RESTRICTED TO 10 UNITS PER ACRE

REZONING DESCRIPTION - AREA 'A':

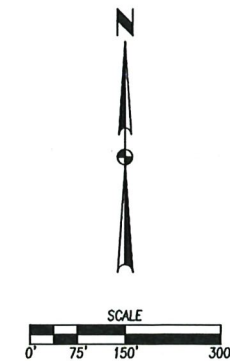
A PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF COURTYARDS AT HARVEST RIDGE PLAT 4, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°29'13" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF N ANKENY BOULEVARD, 67.75 FEET; THENCE CONTINUING NORTH 00°29'13" EAST, 98.58 FEET; THENCE NORTH 28°49'56" EAST, 282.69 FEET; THENCE NORTH 06°07'21" WEST, 292.04 FEET; THENCE NORTH 31°05'34" WEST, 23.70 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 13.78 FEET AND WHOSE CHORD BEARS NORTH 15°18'08" WEST, 13.61 FEET; THENCE NORTH 00°29'17" EAST, 449.10 FEET; THENCE NORTH 33°49'21" EAST, 808.58 FEET; THENCE NORTH 00°16'48" WEST, 247.69 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 370.05 FEET; THENCE SOUTH 00°29'17" WEST, 1173.98 FEET; THENCE SOUTH 89°30'43" EAST, 5.00 FEET; THENCE SOUTH 00°29'17" WEST, 715.00 FEET; THENCE SOUTH 89°30'43" EAST, 165.26 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS SOUTH 39°21'59" EAST, 62.02 FEET; THENCE SOUTH 00°29'17" WEST, 168.23 FEET TO THE NORTH LINE OF SAID COURTYARDS AT HARVEST RIDGE PLAT 4; THENCE SOUTH 89°55'10" WEST ALONG SAID NORTH LINE, 1105.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.56 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	EARL M REINHART TRUST	5.5	14.33%	
2	HOPE KIMBERLEY LLC	21.6	56.14%	X
3	GIBSON, DENNIS M	0.0	0.03%	
4	NEFZGER, JEREMY & TERESA	3.7	9.52%	
5	VOGEL, PATRICIA & TIMOTHY	0.7	1.83%	
6	COURTYARDS AT HARVEST RIDGE LLC	7.0	18.15%	X
		38.5	100.00%	74.29%

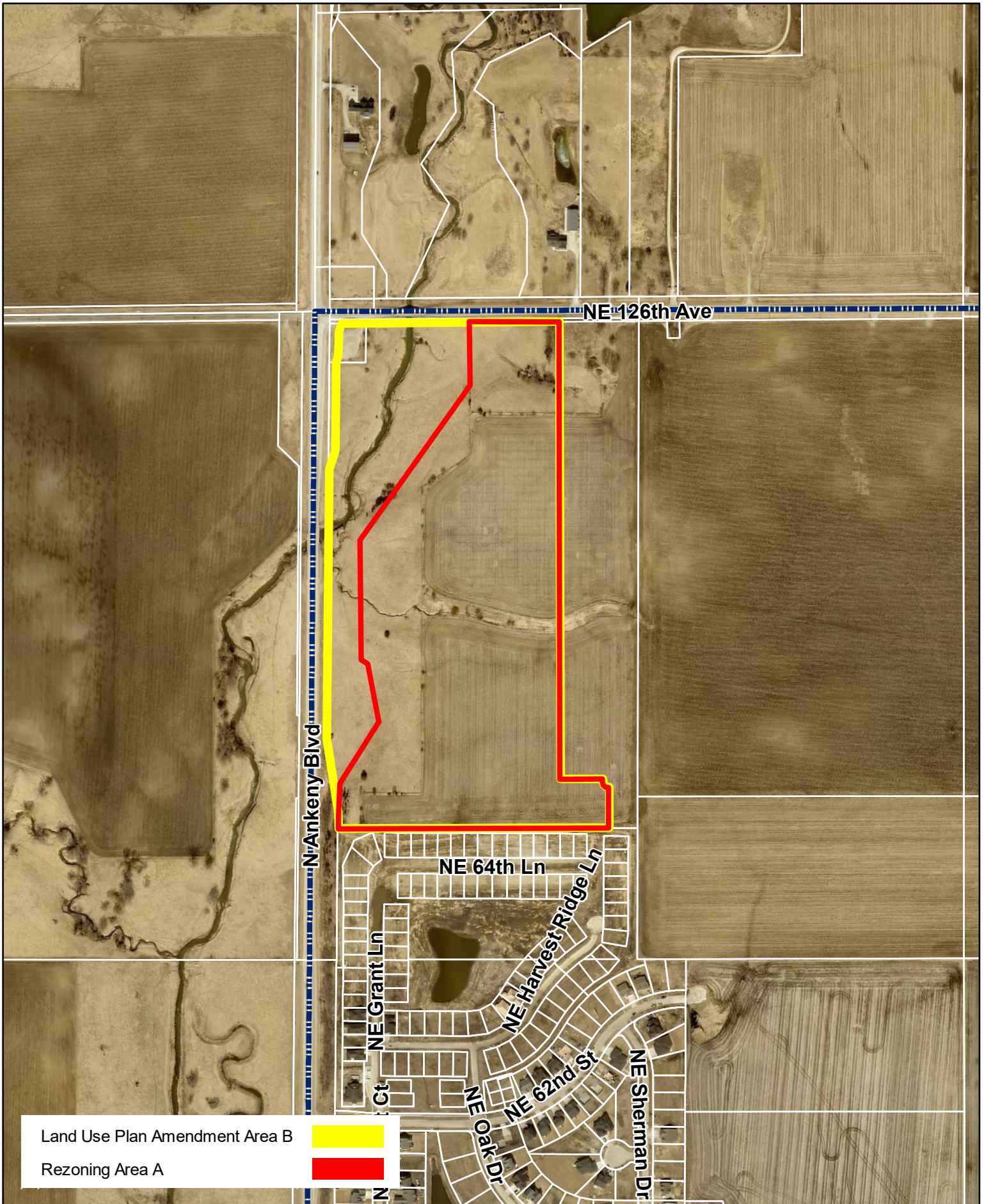
ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
T. Rapp Chairperson
Brenda Hughes Secretary



RECEIVED

JUN 19 2023

CITY OF ANKENY



N



1 inch = 500 feet

Date: 7/13/2023

Hope Kimberley Properties
Land Use Plan Amendment Area B & Rezoning Area A

June 17, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley, we submit herewith the following rezoning request to rezone approximately 284.2 acres located south of NE 126th Avenue/NE 72nd Street, east of Highway 69 (Ankeny Boulevard) and west of NE Delaware Avenue. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 93.25 acres to a Planned Unit Development, 66.98 acres to R-3 Multiple-Family Residence District restricted to single family residential, 62.72 acres to R-3 Multiple-Family Residence District restricted to 10 units/acre, 36.60 acres to R-3 Multiple-Family Residence District and 9.54 acres to C-2 Commercial District. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, reclassifying property owned by Hope Kimberley LLC from High Density Residential to Community Commercial (LUPA Area C) (date of hrg: 9/5/23 @ 5:30p.m.)

EXECUTIVE SUMMARY:

Land Use Plan Amendment Area C is approximately 7.73 acres; and is located in the southwest corner of the NE 126th Avenue and NE Delaware Avenue intersection. The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, currently classifies the subject area as High Density Residential. The applicant is now proposing to reclassify the future land use to Community Commercial.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 9/5/2023 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On August 8, 2023, the Plan and Zoning Commission recommended that the City Council approve the request by Hope Kimberley LLC, to amend The Ankeny Plan 2040, Comprehensive Plan, Figure 12.10, Future Land Use Map, from High Density Residential to Community Commercial (LUPA Area C).

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan and Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 LUPA Area C Exhibit
 Aerial Map
 Applicant Letter
 Future Land Use Map

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO AMEND THE ANKENY PLAN 2040 COMPREHENSIVE PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM HIGH DENSITY RESIDENTIAL TO COMMUNITY COMMERCIAL, LUPA AREA C, LOCATED SOUTH OF NE 126TH AVENUE AND WEST OF NE DELAWARE AVENUE

WHEREAS, on the 18th day of July, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 8th day of August, 2023, recommended City Council approval of an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify certain property owned by Hope Kimberley LLC, from High Density Residential to Community Commercial (LUPA Area C); and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to reclassify the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°17'54" EAST ALONG SAID EAST LINE, 334.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NE 126TH AVENUE; THENCE SOUTH 89°42'57" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 438.30 FEET; THENCE SOUTH 44°59'29" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 296.48 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NE DELAWARE AVENUE; THENCE SOUTH 00°09'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 375.69 FEET; THENCE NORTH 89°46'18" WEST, 369.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.73 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 7.73-acres (+/-) located south of NE 126th Avenue and west of NE Delaware Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the above-described property from High Density Residential to Community Commercial (LUPA Area C); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY,
IOWA, TO CONSIDER AN AMENDMENT TO THE ANKENY PLAN 2040 COMPREHENSIVE
PLAN, FIGURE 12.10, FUTURE LAND USE MAP TO RECLASSIFY CERTAIN PROPERTY
OWNED BY HOPE KIMBERLEY LLC, FROM HIGH DENSITY RESIDENTIAL TO
COMMUNITY COMMERCIAL, LUPA AREA C, LOCATED SOUTH OF NE 126TH AVENUE
AND WEST OF NE DELAWARE AVENUE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to The Ankeny Plan 2040 Comprehensive Plan, *Figure 12.10, Future Land Use Map*, to reclassify the following described property owned by Hope Kimberley LLC, from High Density Residential to Community Commercial (LUPA Area C):

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°17'54" EAST ALONG SAID EAST LINE, 334.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NE 126TH AVENUE; THENCE SOUTH 89°42'57" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 438.30 FEET; THENCE SOUTH 44°59'29" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 296.48 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NE DELAWARE AVENUE; THENCE SOUTH 00°09'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 375.69 FEET; THENCE NORTH 89°46'18" WEST, 369.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.73 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 7.73-acres (+/-) located south of NE 126th Avenue and west of NE Delaware Avenue.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard. The City Council may choose to act upon the amendment at that time.

DATED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

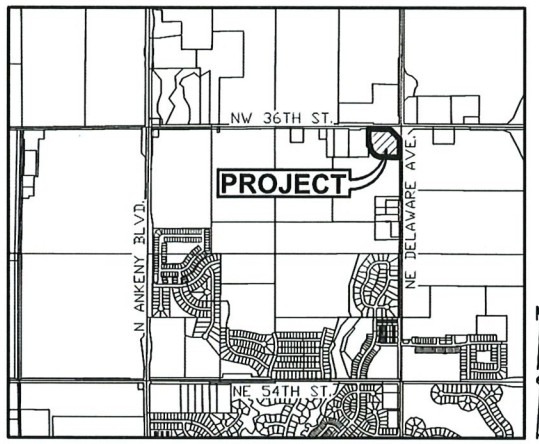
Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2023.

FILE: H:\2021\12108-69\12108-69-LAND USE AMENDMENT-COMG
DATE PLOTTED: 8/15/2023 8:27 AM
PLOT BY: JMA/TEAMS



VICINITY MAP
SCALE 1"=2000'



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

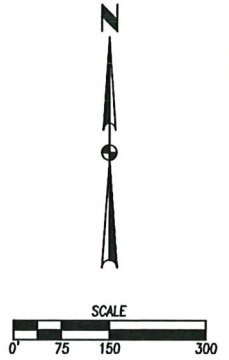
LAND USE DESIGNATION

EXISTING: HDR: HIGH DENSITY RESIDENTIAL
PROPOSED: CC: COMMUNITY COMMERCIAL

PROPOSED LAND USE AMENDMENT DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG THE EAST LINE OF SAID WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET, A DISTANCE OF 250.37 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°17'54" EAST ALONG SAID EAST LINE, 334.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF NE 126TH AVENUE; THENCE SOUTH 89°42'57" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 438.30 FEET; THENCE SOUTH 44°59'29" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 296.48 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NE DELAWARE AVENUE; THENCE SOUTH 00°09'34" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 375.69 FEET; THENCE NORTH 89°46'18" WEST, 369.58 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.73 ACRES MORE OR LESS.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
T. Rapp Chairperson
Brenda Shephard Secretary



DATE
06/15/2023

REVISIONS

PREPARED

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: MAE

ENGINEER: EKO

CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

HOPE KIMBERLEY PROPERTY
LAND USE AMENDMENT 'C'

1/1
2108.649



1 inch = 500 feet
Date: 7/13/2023

Hope Kimberley Properties
Land Use Plan Amendment Area C & Rezoning Area F

June 17, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Comprehensive Plan Amendment

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley, we are submitting a request to modify the city's comprehensive plan from 115.98 acres of low density residential to approximately 72.69 acres to medium density residential, 35.56 acres of High-Density Residential and 7.73 acres to Community Commercial. Additionally, we would like to request that approximately 4.51 acres of medium density residential be modified to low density residential. When the comprehensive plan was created for this large tract of property that overall contains 318.50 acres the majority of the property was assigned a low-density residential land use. As the property is now annexed into the city of Ankeny and is under one ownership the market would back a diversification of housing to support this area of Ankeny. Of the 318.50 acres of property approximately 202.52 acres would remain as a low-density residential land use. The property is bordered by NE 126th Avenue/NE 72nd Street which leads to Interstate 35 on the north, NE Delaware to the east and US Highway 69 to the west. We are proposing to have higher density along these major thoroughfares that would then transition to lower density as you enter the property.

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.

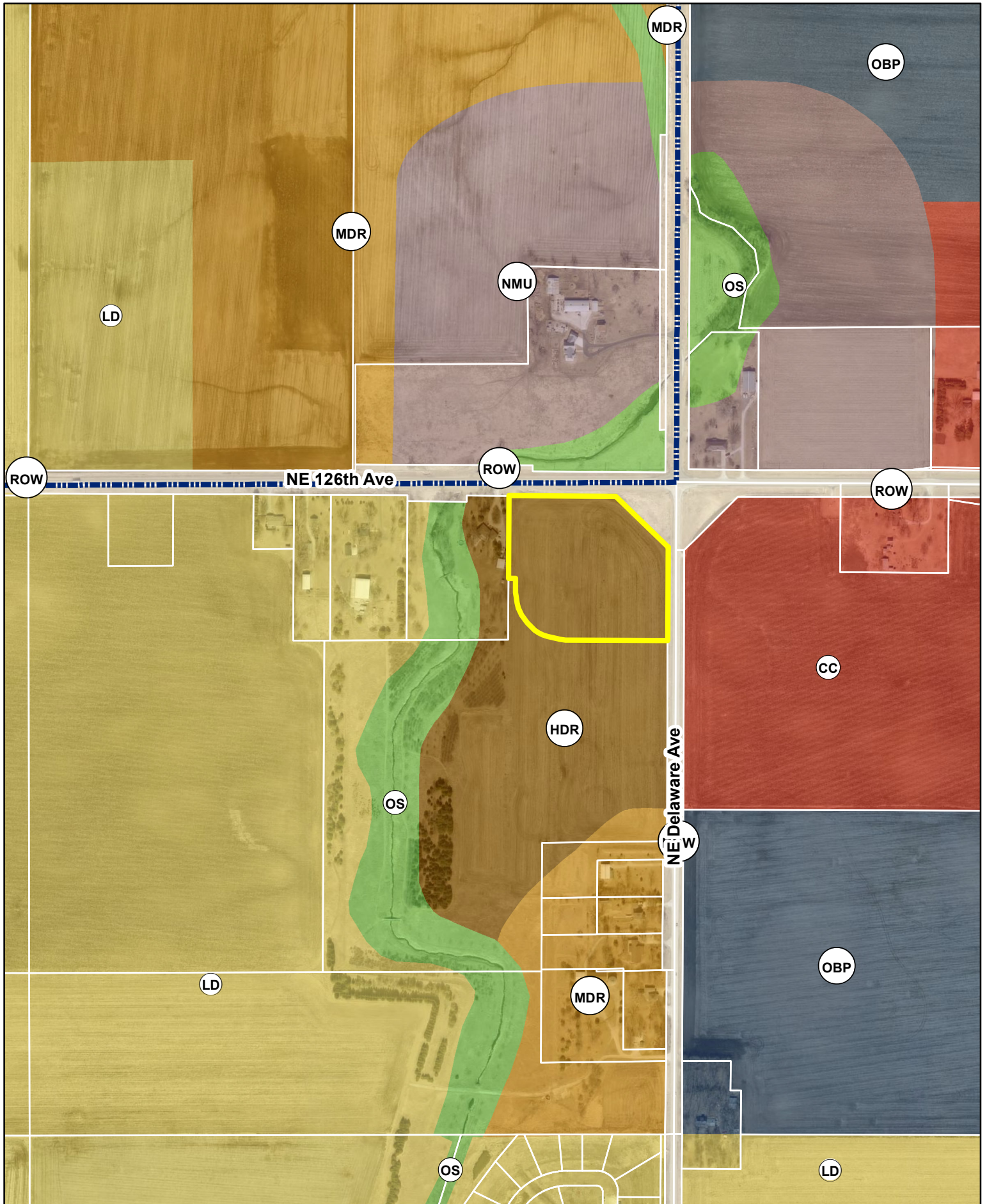
Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation





ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F) (date of hrg: 9/5/23 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

Hope Kimberley LLC is requesting to rezone 9.54 acres (Rezoning Area F) from R-1 One Family Residential District to C-2, General Retail, Highway Oriented and Central Business Commercial District. The subject property located in the southwest corner of the NE 126th Avenue and NE Delaware Avenue intersection

This rezoning request accompanies the applicant's request to amend The Ankeny Plan 2040 Comprehensive Plan, Figure 12.10, Future Land Use Map, LUPA Area C, from High Density Residential to Community Commercial.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 9/5/2023 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On August 8, 2023, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F).

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Rezoning Area F Exhibit
 Aerial Map
 Applicant Letter

RESOLUTION

**RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL
OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE
KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO C-2,
GENERAL RETAIL, HIGHWAY ORIENTED AND CENTRAL BUSINESS COMMERCIAL DISTRICT,
REZONING AREA F, LOCATED SOUTH OF NE 126TH AVENUE, WEST OF NE DELAWARE AVENUE**

WHEREAS, on the 18th day of July, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 8th day of August, 2023, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F); and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 643.00 FEET; THENCE NORTH 89°46'18" WEST, 402.52 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE EAST LINE OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG SAID EAST LINE, 386.61 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 682.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.54 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 9.54-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO C-2, GENERAL RETAIL, HIGHWAY ORIENTED AND CENTRAL BUSINESS COMMERCIAL DISTRICT, REZONING AREA F, LOCATED SOUTH OF NE 126TH AVENUE, WEST OF NE DELAWARE AVENUE

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to C-2, General Retail, Highway Oriented and Central Business Commercial District (Rezoning Area F):

LEGAL DESCRIPTION:

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 643.00 FEET; THENCE NORTH 89°46'18" WEST, 402.52 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE EAST LINE OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG SAID EAST LINE, 386.61 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 682.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.54 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 9.54-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard. The City Council may choose to act upon the amendment at that time.

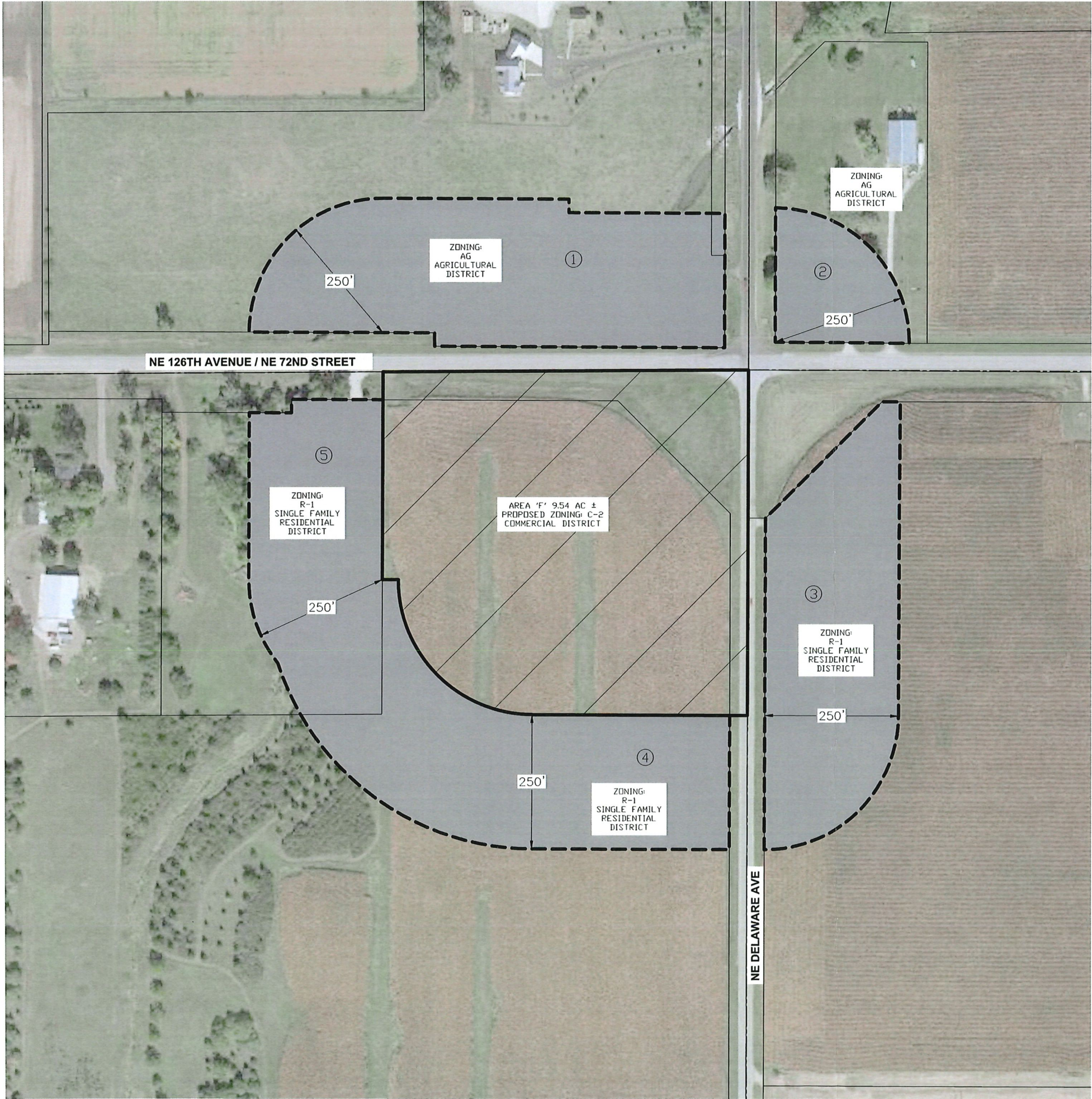
DATED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

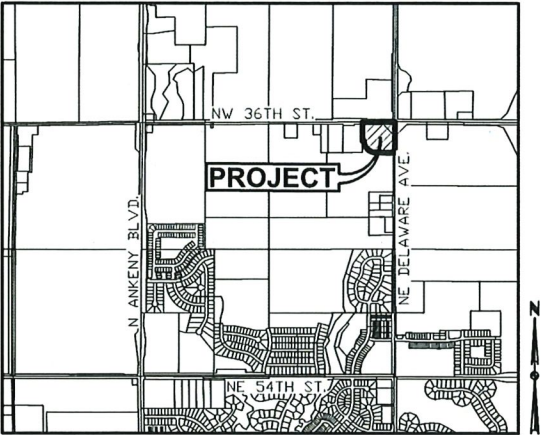
Published in the Des Moines Register on the ____ day of _____, 2023.

FILE: H:\2023\110849\110849-REZONE-FINAL COMMENT
DATE PLOTTED: 8/7/2023 10:36 AM
PLOTTED BY: ERIN OLSEN/KEITH



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: C-2 - COMMERCIAL DISTRICT

REZONING DESCRIPTION - AREA 'F':

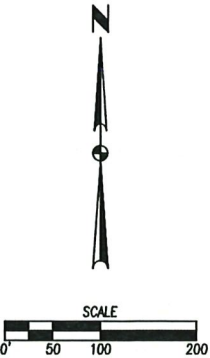
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ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	WATTONVILLE, JASON/LINDA	4.9	28.24%	
2	HEBNER, ELVIN JR & CINDY	1.1	6.47%	
3	RUETER, TODD & ALEX; PAIGE BENLAALA	3.9	22.59%	X
4	HOPE KIMBERLEY LLC	4.4	24.99%	X
5	SEUNTJENS, CHRISTOPHER & IRENE	3.1	17.71%	
		17.5	100.00%	47.58%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Abstain — Absent —
APPROVED
T. Rapp Chairperson
Brenda Hughes Secretary





N



1 inch = 500 feet

Date: 7/13/2023

Hope Kimberley Properties
Land Use Plan Amendment Area C & Rezoning Area F

June 17, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley, we submit herewith the following rezoning request to rezone approximately 284.2 acres located south of NE 126th Avenue/NE 72nd Street, east of Highway 69 (Ankeny Boulevard) and west of NE Delaware Avenue. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 93.25 acres to a Planned Unit Development, 66.98 acres to R-3 Multiple-Family Residence District restricted to single family residential, 62.72 acres to R-3 Multiple-Family Residence District restricted to 10 units/acre, 36.60 acres to R-3 Multiple-Family Residence District and 9.54 acres to C-2 Commercial District. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Planning and Building

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E) (date of hrg: 9/5/23 @ 5:30p.m.)

EXECUTIVE SUMMARY:

Hope Kimberley LLC is requesting to rezone 88.50 acres (Area B) and 4.75 acres (Area E) from R-1 One Family Residential District to Planned Unit Development, PUD. The area subject to the rezoning consists of portions of five parcels and is generally located south of NE 126th Avenue and west of NE Delaware Avenue. The properties are currently zoned R-1, One-Family Residence District; and properties to the east and west are similarly zoned. Properties to the north are zoned R-1, One-Family Residence District and Agricultural District, Polk County. Properties to the south are zoned R-3, Multiple-Family Residence District, restricted to single family residential, R-1, One-Family Residence District, and R-2, One-Family and Two-Family Residence District, restricted to single family residential only and 80' min. lot width.

The Hope Kimberley Property PUD's concept shows a total of 399 lots for a total density of 3.75 units per acre. The listed bulk regulations for the PUD are: Detached homes with minimum two-car attached,

Minimum Lot Width – 50 ft, Minimum Two-Family Lot Width – 75 ft, Front Yard Setback – 25 ft, Rear Yard Setback – 25 ft, Side Yard Setback – min 5 ft one side. The PUD book also lists several examples of types of architecture and building materials to be found throughout the development, and has buffering requirements along NE 126th Avenue and NE Delaware Avenue and a minimum of one tree in the front yard of each lot.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 9/5/2023 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On August 8, 2023, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to Planned Unit Development, PUD (Rezoning Area B and E).

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Rezoning Exhibit B & E
 P&Z stamped PUD Book
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, REZONING AREA B AND E, LOCATED SOUTH OF NE 126TH AVENUE, EAST OF N ANKENY BOULEVARD AND WEST OF NE DELAWARE AVENUE

WHEREAS, on the 18th day of July, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 8th day of August, 2023, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area B and E); and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION (AREA B):

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°29'17" EAST, 168.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS NORTH 39°21'59" WEST, 62.02 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE NORTH 89°30'43" WEST, 5.00 FEET; THENCE NORTH 00°29'17" EAST, 1173.98 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 427.09 FEET TO THE WEST LINE OF THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00°40'44" EAST ALONG SAID WEST LINE, 115.14 FEET TO THE SOUTHWEST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 89°23'31" EAST ALONG THE SOUTH LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 00°40'46" WEST ALONG THE EAST LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 114.86 FEET TO SAID NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 718.02 FEET; THENCE SOUTH 00°29'17" WEST, 1357.74 FEET; THENCE SOUTH 89°30'43" EAST, 1143.50 FEET; THENCE SOUTH 00°13'22" WEST, 128.98 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS SOUTH 13°40'02" EAST, 638.56 FEET; THENCE SOUTH 89°52'38" WEST, 1291.99 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.50 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 88.5-acres (+/-) located south of NE 126th Avenue, east of N Ankeny Boulevard.

LEGAL DESCRIPTION (AREA E):

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 38°28'54" EAST, 243.33 FEET; THENCE SOUTH 89°04'19" EAST, 174.76 FEET; THENCE NORTH 00°17'05" EAST, 104.49 FEET TO THE SOUTHWEST CORNER OF PARCEL "2018-191" AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE NORTH 89°15'04" EAST ALONG THE SOUTH LINE OF SAID PARCEL "2018-191", A DISTANCE OF 542.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "2018-191"; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 297.37 FEET; THENCE SOUTH 89°52'38" WEST AND ALONG THE NORTH LINE OF SAID KIMBERLEY ESTATES PLAT 2, A DISTANCE OF 867.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.75 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 4.75 acres (+/-) of land south of NE 126th Avenue and west of NE Delaware Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (Rezoning Area B and E); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA TO
REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1,
ONE-FAMILY RESIDENCE DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, REZONING
AREA B AND E**

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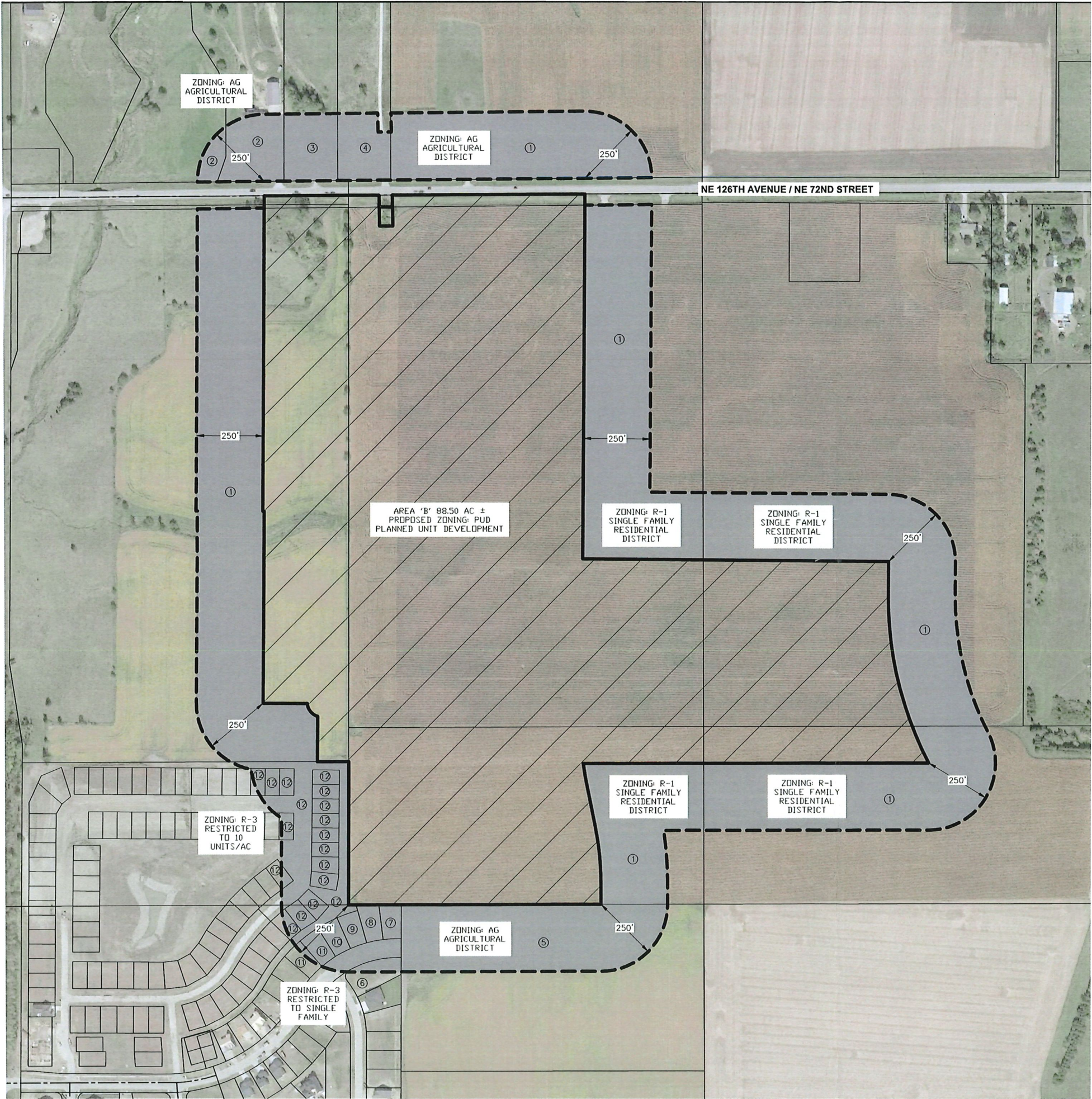
DATED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

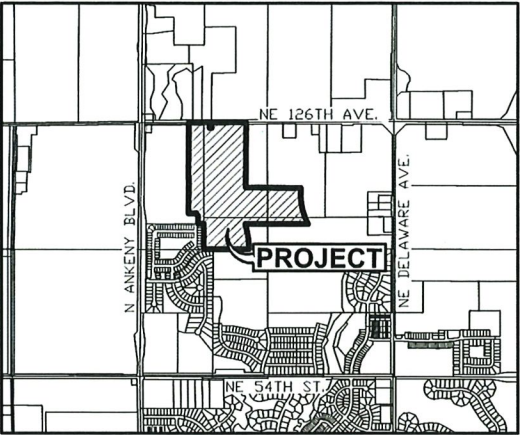
Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2023.

FILE # 2021-1218849-DMA-2108-649-REZONE-B'DWG
DRAWN BY: JENNA KIMBERLEY
CHECKED BY: JENNA KIMBERLEY
DATE: 6/17/2023 10:41 AM
COMMENTS:
PLOTTED BY: JENNA KIMBERLEY



VICINITY MAP
SCALE 1"=2000'



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'B':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°29'17" EAST, 168.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS NORTH 39°21'59" WEST, 62.02 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE NORTH 89°30'43" WEST, 5.00 FEET; THENCE NORTH 00°29'17" EAST, 1173.98 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 427.09 FEET TO THE WEST LINE OF THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00°40'44" EAST AONG SAID WEST LINE, 115.14 FEET TO THE SOUTHWEST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 89°23'31" EAST ALONG THE SOUTH LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 00°40'46" WEST ALONG THE EAST LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 114.86 FEET TO SAID NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 718.02 FEET; THENCE SOUTH 00°29'17" WEST, 1357.74 FEET; THENCE SOUTH 89°30'43" EAST, 1143.50 FEET; THENCE SOUTH 00°13'22" WEST, 128.98 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS SOUTH 13°40'02" EAST, 638.56 FEET; THENCE SOUTH 89°52'38" WEST, 1291.99 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.50 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	46.1	75.57%	X
2	NEFZGER, JEREMY & TERESA	1.6	2.55%	
3	VOGEL, PATRICIA & TIMOTHY	1.1	1.88%	
4	GOLDSBERRY, GRANT & JODI	1.1	1.73%	
5	JERRYS HOMES INC	5.4	8.87%	
6	BYRAN, MARC A	0.2	0.29%	
7	WILLIAM KIMBERLEY DEVELOPMENT CORP	0.2	0.37%	X
8	BENCHMARK BUILDERS IOWA LC	0.2	0.38%	
9	ROSS, JACKSON	0.2	0.34%	
10	MARNIN, SCOTT & STEPHANIE	0.2	0.34%	
11	CUSTOM HOLDINGS LLC	0.3	0.42%	
12	COURTYARDS AT HARVEST RIDGE LLC	4.4	7.26%	
		61.1	100.00%	75.93%

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date August 8, 2023
Ayes 7 Nays 0 Absent 1
APPROVED
T. Rapp Chairman
Brenda Chubb Secretary

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: MAE

ENGINEER: EKO

HOPE KIMBERLEY PROPERTY

REZONING MAP - AREA 'B'

ANKENY, IOWA

1

1

2108.649

REVISIONS

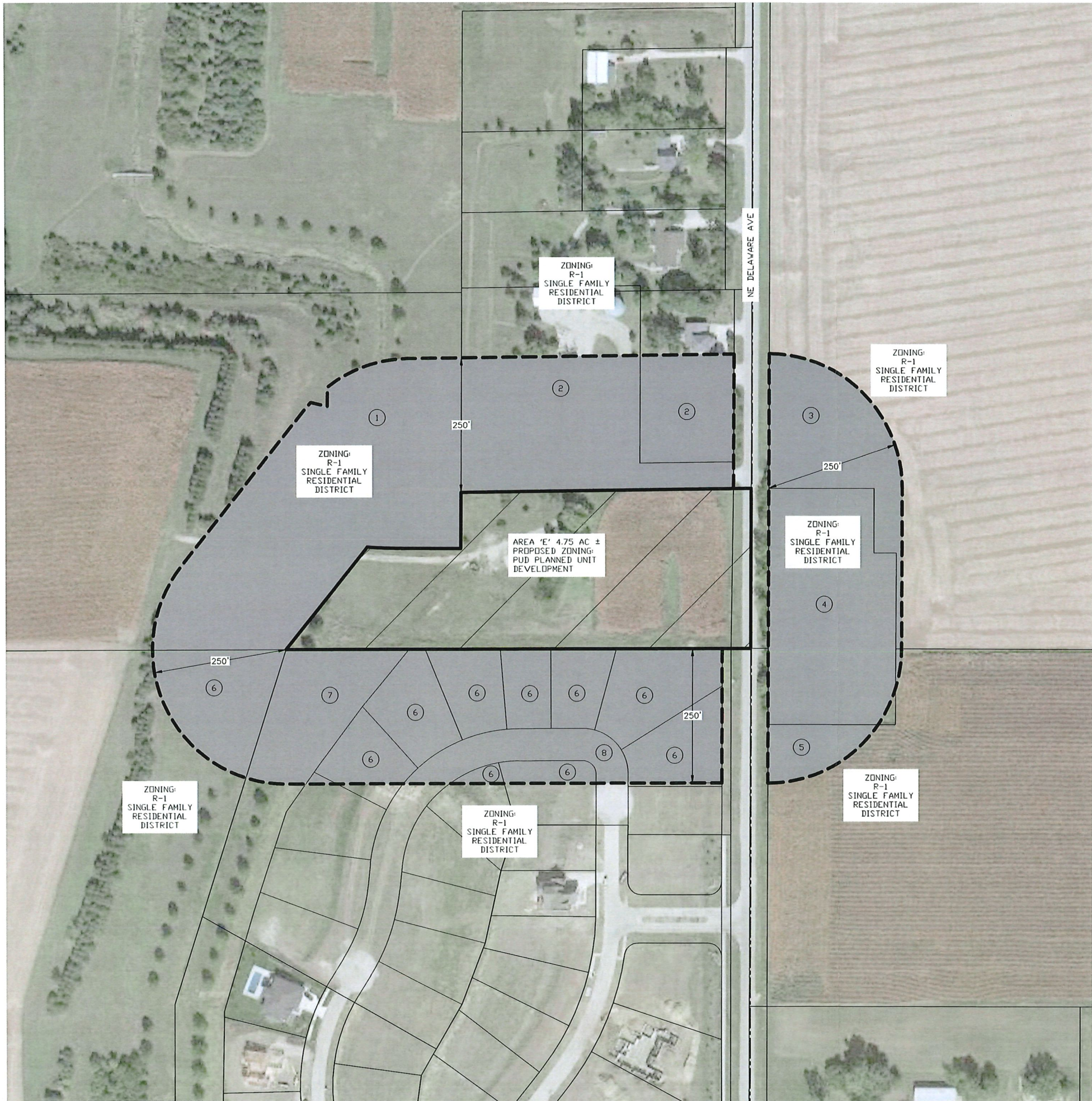
DATE

06/19/2023

04/13/2023

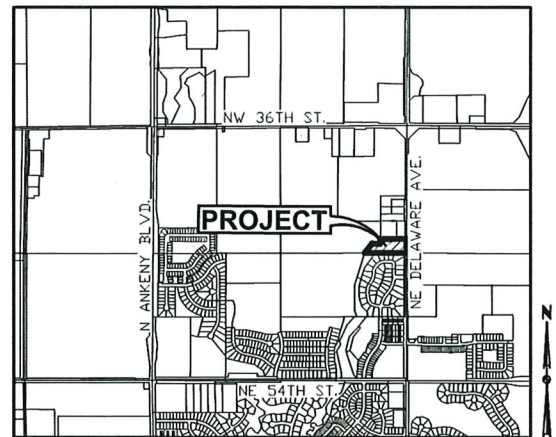
SECOND SUBMITTAL

FIRST SUBMITTAL



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'E':

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 38°28'54" EAST, 243.33 FEET; THENCE SOUTH 89°04'19" EAST, 174.76 FEET; THENCE NORTH 00°17'05" EAST, 104.49 FEET TO THE SOUTHWEST CORNER OF PARCEL 0018-1910 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE NORTH 89°15'04" EAST ALONG THE SOUTH LINE OF SAID PARCEL 0018-1910 A DISTANCE OF 542.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 0018-1910 THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 297.37 FEET; THENCE SOUTH 89°52'38" WEST AND ALONG THE NORTH LINE OF SAID KIMBERLEY ESTATES PLAT 2, A DISTANCE OF 867.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.75 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

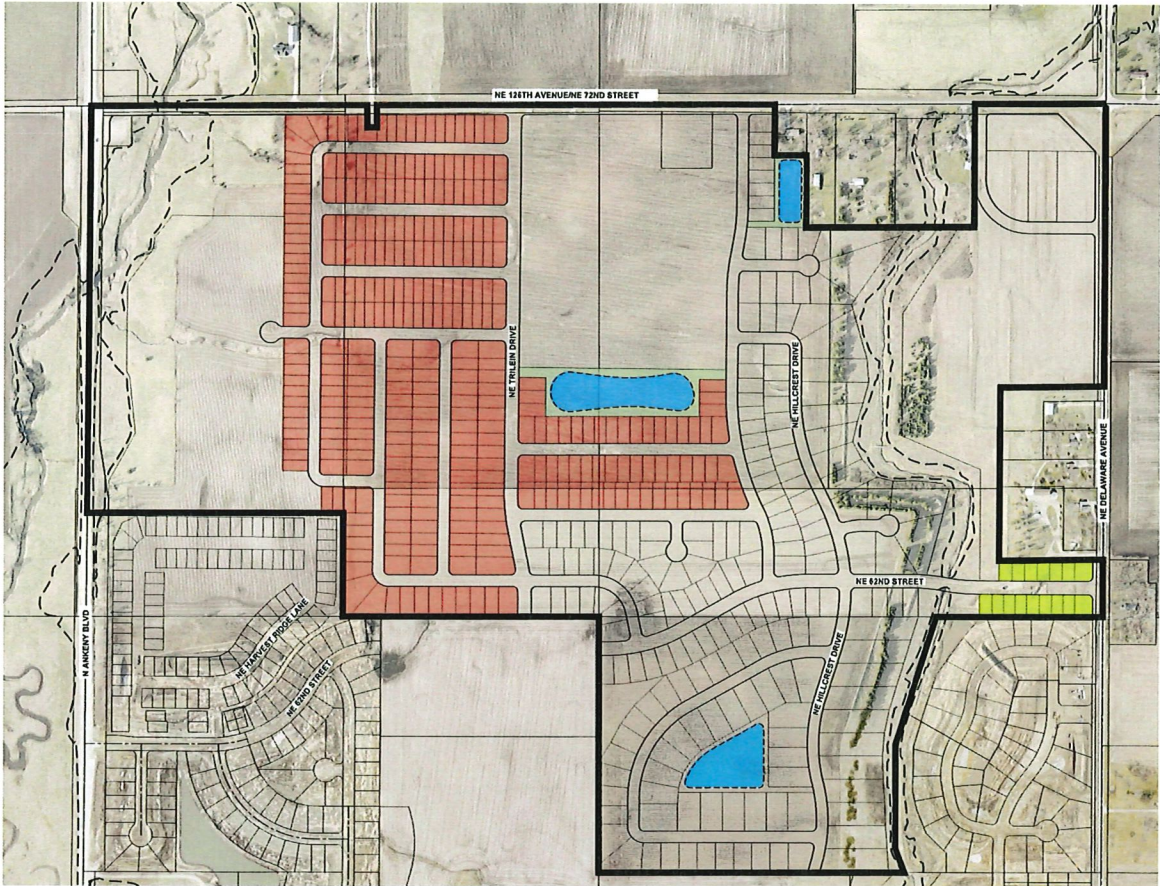
	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	4.1	25.39%	X
2	VAN DYKE, JUDITH & ROBIN	2.9	18.00%	
3	HOPE K FARMS LLC	1.3	8.10%	X
4	WYCKOFF, ALVIN & EMILY	2.3	14.01%	
5	HOPE K FARMS	0.4	2.32%	X
6	BILL KIMBERLEY LC	4.3	26.24%	X
7	KIMBERLEY ESTATES OWNERS ASSOCIATION INC	1.0	5.95%	X
8	CITY OF ANKENY			
		16.2	100.00%	67.99%

ROLL CALL	
Plan & Zoning Commission	
Ankeny, IA	
Date	August 8, 2023
Ayes	7
Nays	0
Abstain	-
Absent	-
APPROVED	
J. Rapp	Chairperson
Sherrida Hughes	Secretary



HOPE KIMBERLEY PROPERTY

PLANNED UNIT DEVELOPMENT



CITY OF ANKENY

Applicant:

Hope Kimberley, LLC
2785 N. Ankeny Blvd, Ste 22
Ankeny, Iowa 50023

Prepared by:



ROLL CALL			
Plan & Zoning Commission			
Ankeny, IA			
Date	<u>August 8, 2023</u>		
Ayes	<u>7</u>	Nays	<u>0</u>
Abstain	<u>—</u>	Absent	<u>—</u>
APPROVED			
<u>T. Repp</u>		Chairperson	
<u>Brenda Hughes</u>		Secretary	

June 19, 2023

RECEIVED

JUN 19 2023

CITY OF ANKENY

HOPE KIMBERLEY PROPERTY

Planned Unit Development

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1 THE PLAN

Overview Narrative
PUD Master Plan
Bulk Regulations

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Rezoning Map

3 SUPPORTING EVIDENCE

Supporting Evidence Statement
Parkland Dedication Calculation

4 ARCHITECTURAL CHARACTER

Architectural Character Statement

THE PLAN

Hope Kimberley Property - Ankeny

OVERVIEW NARRATIVE

The Hope Kimberley property consists of 284.22 acres offering a variety of uses including single-family residential, multi-family residential, commercial and parkland. The property is generally located west of NE Delaware Avenue, south of NE 126th Avenue and east of Highway 69 (North Ankeny Boulevard). The property was annexed into the City of Ankeny in 2022 and came into the city as an R-1 zoning classification.

A portion of the property (93.25 acres) is being proposed as a Planned Unit Development with an underlying R-3 zoning that would allow single family residential lots with a minimum width of 50 feet. This product allows further diversity within the development and will allow a more affordable product for the residents. Two city neighborhood parks will also be situated off two main creeks that run north/south through the development on the east and west sides for the enjoyment of its residents. These linear parks will connect with other areas that have been dedicated to the City to create future walking trails and natural features for the residents of Ankeny.

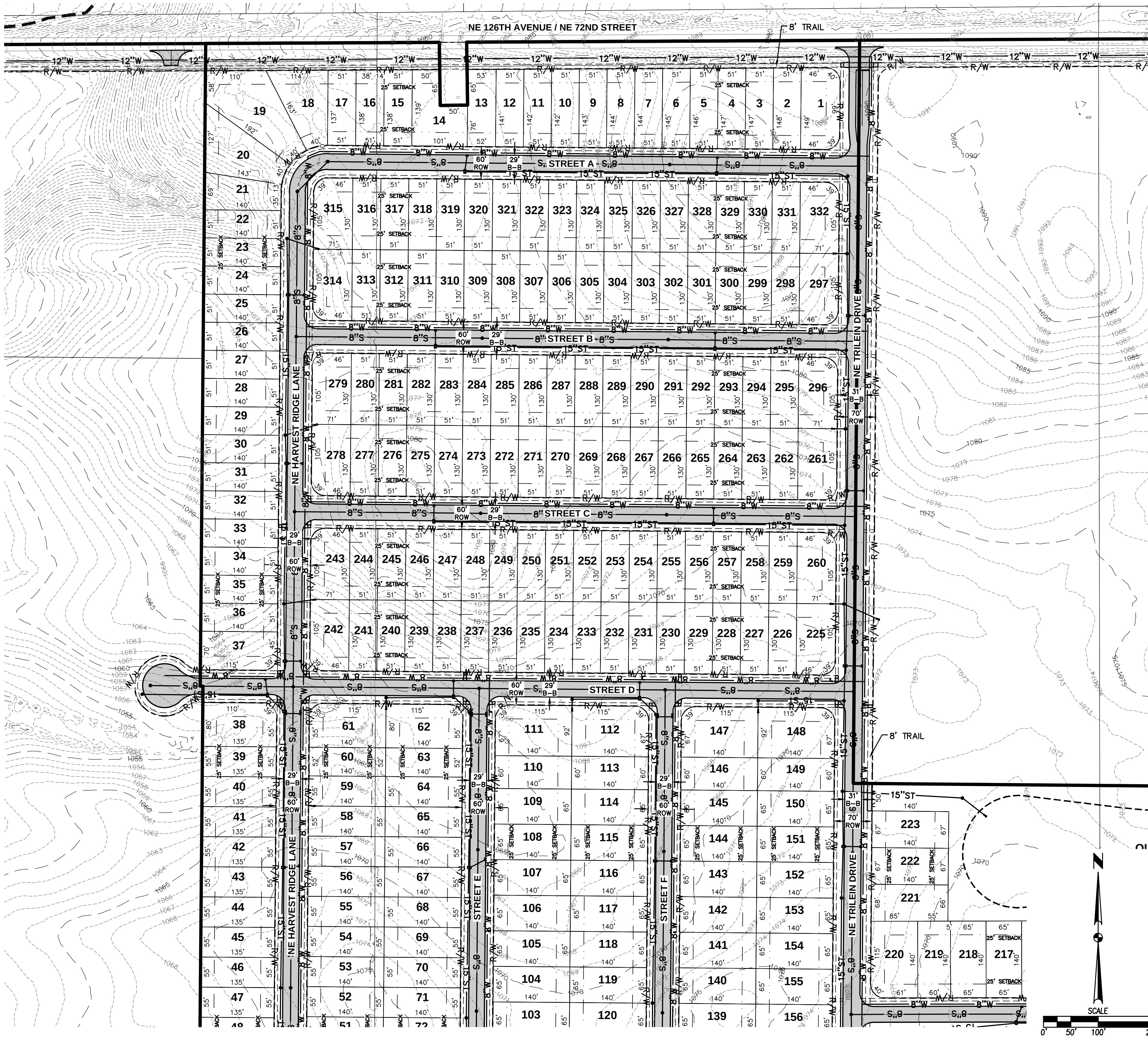
Architecture will be enhanced to maintain curb appeal and blend into the other residential products by providing additional features such as front porches, stone/brick on the front elevation, front dormers, columns, front window accents and varied roof articulations. Examples of the architecture can be found further into this document.

This PUD establishes bulk regulations, supporting evidence and development character for development within the PUD area. A conceptual master plan has been provided that illustrates the proposed land use, public street locations and city park location. A preliminary plat will be prepared and reviewed by the City for the development of the property that will further address street design, utilities, traffic generations and sewer/storm water calculations.

As detailed throughout the information provided, the Hope Kimberley PUD offers guidelines allowing some flexibility in development beyond standard zoning. That flexibility includes allowing smaller lot sizes and a reduction in building setbacks. In return, the city of Ankeny is receiving a unique development that offers amenities that are not provided in a standard development. A variety of architectural elements are being added to the homes being built within the PUD area to enhance curb appeal and additional landscaping is required to provide more trees to the property.

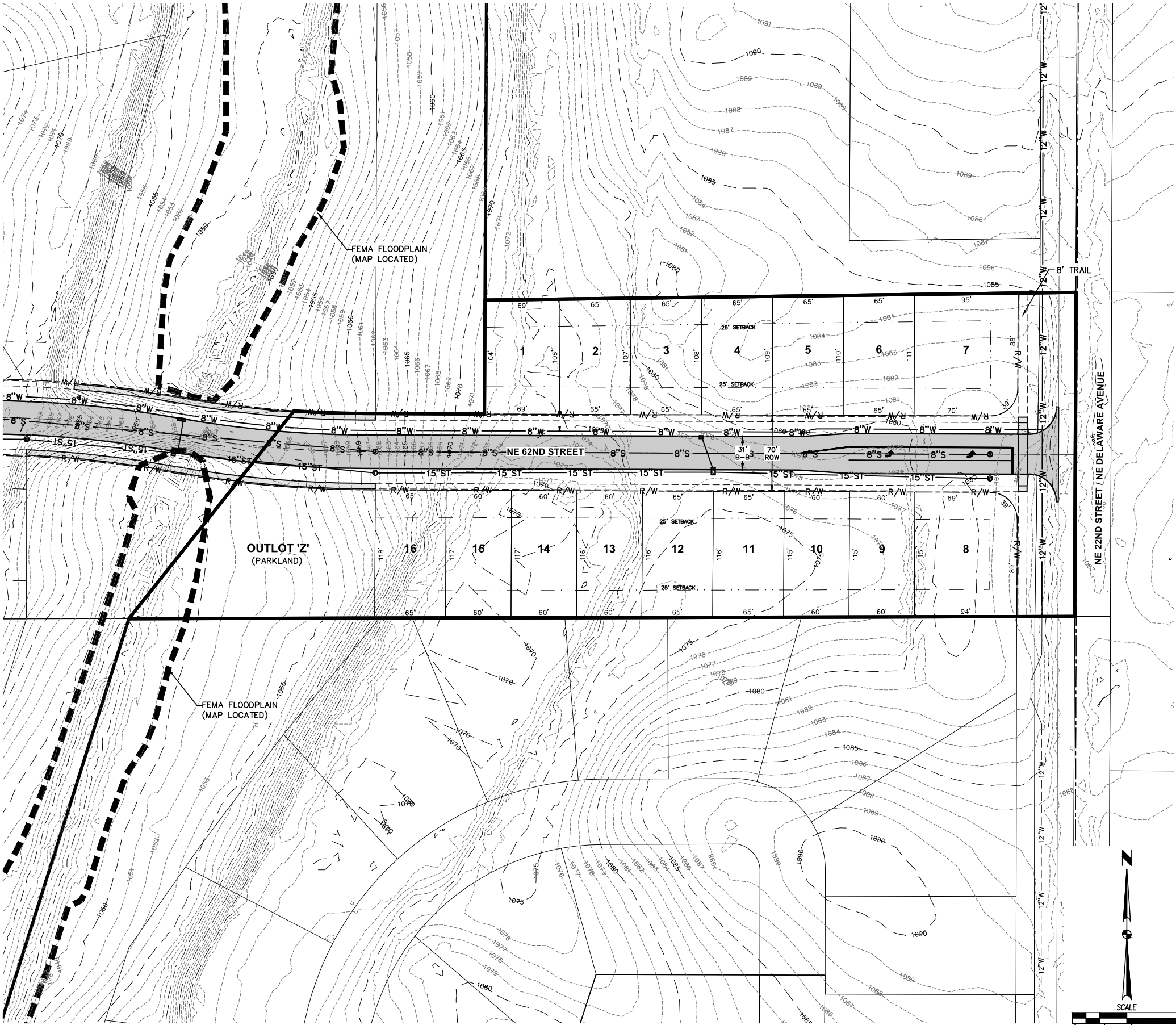
HOPE KIMBERLEY - AREA "B"

P.U.D. CONCEPTUAL PLAN

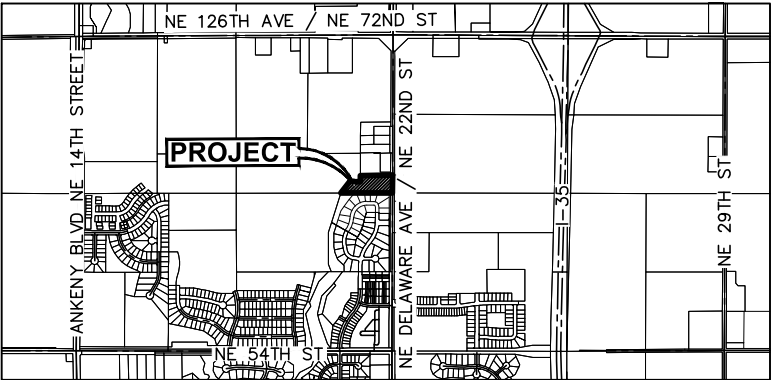


HOPE KIMBERLEY - AREA "E"

P.U.D. CONCEPTUAL PLAN



VICINITY MAP



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH. (515) 369-4400

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING

EXISTING: R-1: SINGLE FAMILY RESIDENCE DISTRICT
PROPOSED: P.U.D.: PLANNED UNIT DEVELOPMENT

BULK REGULATIONS

MINIMUM LOT WIDTH = 50 FEET
MINIMUM TWO-FAMILY LOT WIDTH = 75 FEET
SETBACKS:
FRONT YARD = 25 FEET
REAR YARD = 25 FEET
SIDE YARD = 5 FEET

16 UNITS
UNITS (16) / ACRE (4.75) = 3.4 UNITS/ACRE

NOTE: A MINIMUM OF ONE OVERSTORY / ORNAMENTAL TREE SHALL BE PLANTED WITHIN THE FRONT YARD OF EACH LOT.

NOTES

1. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHTS ALONG PUBLIC STREETS.
2. THIS DEVELOPMENT WILL BE PART OF A HOMEOWNER'S ASSOCIATION.
3. ALL SIDEWALKS WILL BE 5' WIDE EXCEPT ALONG THE WEST SIDE OF NE DELAWARE AVE WHICH REQUIRES AN 8' TRAIL.
4. REPAIR ANY FIELD TILE ENCOUNTERED AND CONNECT TO STORM SEWER WHEREVER POSSIBLE.
5. LOTS 7-8 WILL NOT BE ALLOWED DRIVEWAY ACCESS OFF OF NE DELAWARE AVENUE.
6. OUTLOT 'Z' WILL BE DEDICATED TO THE CITY AS PARKLAND.
7. FENCES ON LOTS ADJACENT TO NE DELAWARE AVENUE SHALL BE SETBACK 20' FROM NE DELAWARE AVENUE R.O.W. FENCES WILL BE ALLOWED AT A 10' SETBACK FROM THE NE DELAWARE AVENUE R.O.W. WITH THE CONDITION THAT TWO TREES ARE PLANTED BETWEEN THE FENCE AND THE NE DELAWARE AVENUE R.O.W.
8. AT THE TIME OF FINAL DESIGN UTILITY STRUCTURES AND ADA RAMPS SHALL BE REVIEWED TO AVOID CONFLICTS WITH DRIVEWAYS.

P.U.D. LEGAL DESCRIPTION - AREA 'E'

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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Hope Kimberley Property – Ankeny Planned Unit Development

BULK REGULATIONS

AREA 'B' and AREA 'E' – SINGLE-FAMILY RESIDENTIAL (50'+ Lots)

- Detached homes with minimum two-car attached
- Minimum Lot Width at front yard setback – 50 feet (One-Family Homes)
- Minimum Lot Width at front yard setback – 75 feet (Two-Family Homes)
- Minimum Lot Area – 6,000 s.f. (One-Family Home)
- Minimum Lot Area – 10,000 s.f. (Two-Family Home)
- Minimum Yard Requirements:
 - Front – 25 feet
 - Rear – 25 feet (covered or non-covered decks may extend into rear yard setback)
 - Side – 10 feet total (min. 5' one side)
- Additional Landscaping: A minimum of one overstory/ornamental tree shall be planted within the front yard of each lot.
- R-3 Zoning Regulations shall apply to any items not covered within this PUD

REZONING REQUEST

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT "Y", FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°29'17" EAST, 168.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS NORTH 39°21'39" WEST, 62.02 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE NORTH 89°30'43" WEST, 5.00 FEET; THENCE NORTH 00°29'17" EAST, 1173.98 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 427.09 FEET TO THE WEST LINE OF THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00°40'44" EAST ALONG SAID WEST LINE, 115.14 FEET TO THE SOUTHWEST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 89°23'31" EAST ALONG THE SOUTH LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 00°40'46" WEST ALONG THE EAST LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 114.86 FEET TO SAID NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 718.02 FEET; THENCE SOUTH 00°29'17" WEST, 1357.74 FEET; THENCE SOUTH 89°30'43" EAST, 1113.50 FEET; THENCE SOUTH 00°13'22" WEST, 128.98 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS SOUTH 13°40'02" EAST, 638.56 FEET; THENCE SOUTH 89°52'38" WEST, 1291.99 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.50 ACRES MORE OR LESS.

request that said real estate be rezoned from its present classification of R-1 to PUD for the

purpose of allowing the following use(s):

Construction of single family residential housing.

The undersigned owners of real estate lying outside of said tract, but within two hundred and fifty (250') feet of the boundaries thereof, intervening streets and alleys not included in the computation of said distance, join in this petition for the purpose of having the above described real estate rezoned from R-1 to PUD.

Parcel owner(s) signatures

Jenna Kimberley
(owner name)

Jenna Kimberley
(Signature)

(owner name)

(Signature)

Parcel owners within 250' of the above tract:

Property Owner: Hope Kimberley LLC

Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266

Signature: Jenna Kimberley Date: _____

Printed Name: Jenna Kimberley Title: _____

Property Owner: William Kimberley Development Corporation

Address: 2785 N. Ankeny Blvd, Suite 22 - Ankeny, Iowa 50023

Signature: Jenna Kimberley Date: 6/14/2023

Printed Name: Jenna Kimberley Title: VP

PETITION FOR REZONING

TO: Honorable Mayor and City Council
Plan and Zoning Commission

We, the undersigned owners of the following described real estate

Legal Description / Address:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP #1 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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Parcel owner(s) signatures

<u>Jenna Kimberley</u> (owner name)	<u>Jenna Kimberley</u> (Signature)
_____	_____
(owner name)	(Signature)

Parcel owners within 250' of the above tract:

Property Owner: <u>Hope Kimberley LLC</u>	
Address: <u>4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266</u>	
Signature: <u>Jenna Kimberley</u>	Date: <u>3/7/2023</u>
Printed Name: <u>Jenna Kimberley</u>	Title: <u>VP</u>
Property Owner: <u>Bill Kimberley LC</u>	
Address: <u>2785 N. Ankeny Blvd, Suite 22 - Ankeny, Iowa 50023</u>	
Signature: <u>Jenna Kimberley</u>	Date: <u>3/7/2023</u>
Printed Name: <u>Jenna Kimberley</u>	Title: <u>VP</u>

Property Owner: Kimberley Estates Owners Association Inc.

Address: 2785 N. Ankeny Blvd, Suite 22 - Ankeny, Iowa 50023

Signature: Jenna Kimberley

Date: 3/7/2023

Printed Name: Jenna Kimberley

Title: President

Property Owner: Hope K Farms LLC

Address: 4500 Westown Parkway Suite 277 - West Des Moines, Iowa 50266

Signature: [Signature]

Date: 03/10/2023

Printed Name: Reza Karbassizadeh

Title: Owner

Property Owner: _____

Address: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Property Owner: _____

Address: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Property Owner: _____

Address: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Property Owner: _____

Address: _____

Signature: _____

Date: _____

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Title: _____

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Signature: _____

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Printed Name: _____

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Property Owner: _____

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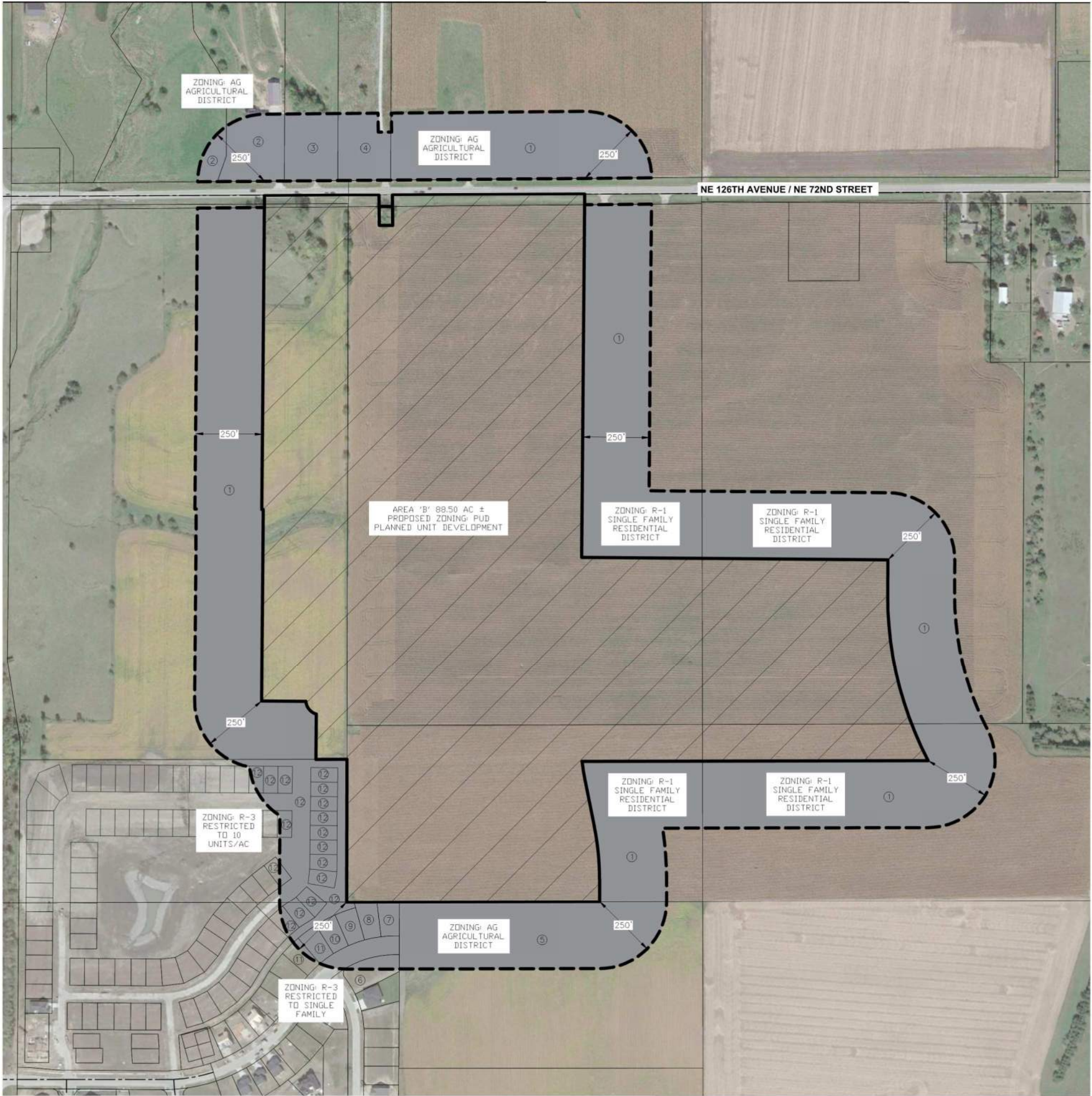
Signature: _____

Date: _____

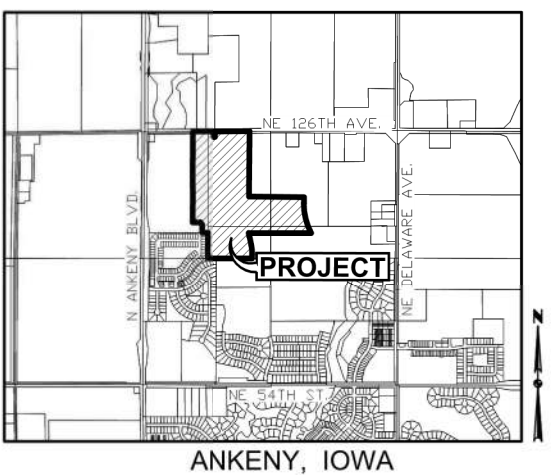
Printed Name: _____

Title: _____

FILE: H:\2021\2108-49-REZONE-B.DWG
DATE PLOTTED: 6/17/2023 10:41 AM
PLOT BY: J. B. BROWN
COMMENTS:



VICINITY MAP
SCALE 1"=2000'



OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT

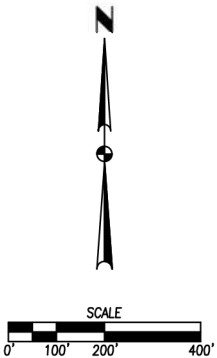
PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'B':

A PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN AND A PART OF OUTLOT 'Y', FOUR MILE FOUR, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF HARVEST RIDGE PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTH HALF OF SECTION 36, A DISTANCE OF 197.65 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 36; THENCE NORTH 00°08'38" EAST ALONG SAID WEST LINE, 534.33 FEET; THENCE SOUTH 89°55'10" WEST, 115.60 FEET; THENCE NORTH 00°29'17" EAST, 168.23 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 55.00 FEET, WHOSE ARC LENGTH IS 65.89 FEET AND WHOSE CHORD BEARS NORTH 39°21'59" WEST, 62.02 FEET; THENCE NORTH 89°30'43" WEST, 165.26 FEET; THENCE NORTH 00°29'17" EAST, 715.00 FEET; THENCE NORTH 89°30'43" WEST, 5.00 FEET; THENCE NORTH 00°29'17" EAST, 1173.98 FEET TO THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 427.09 FEET TO THE WEST LINE OF THE WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00°40'44" EAST AONG SAID WEST LINE, 115.14 FEET TO THE SOUTHWEST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 89°23'31" EAST ALONG THE SOUTH LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET; THENCE NORTH 00°40'46" WEST ALONG THE EAST LINE OF SAID WEST 50 FEET OF THE NORTH 115 FEET OF THE EAST 1206.05 FEET, A DISTANCE OF 114.86 FEET TO SAID NORTH LINE OF SAID SECTION 36; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 718.02 FEET; THENCE SOUTH 00°29'17" WEST, 1357.74 FEET; THENCE SOUTH 89°30'43" EAST, 1143.50 FEET; THENCE SOUTH 00°13'22" WEST, 128.98 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS SOUTH 13°40'02" EAST, 638.56 FEET; THENCE SOUTH 89°52'38" WEST, 1291.99 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS SOUTH 09°09'12" EAST, 77.97 FEET; THENCE SOUTH 11°23'16" EAST, 169.54 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS SOUTH 05°45'19" EAST, 196.30 FEET; THENCE SOUTH 00°07'22" EAST, 86.38 FEET TO THE SOUTH LINE OF SAID NORTH HALF; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 747.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 88.50 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	46.1	75.57%	X
2	NEFZGER, JEREMY & TERESA	1.6	2.55%	
3	VOGEL, PATRICIA & TIMOTHY	1.1	1.88%	
4	GOLDSBERRY, GRANT & JODI	1.1	1.73%	
5	JERRYS HOMES INC	5.4	8.87%	
6	BYRAN, MARC A	0.2	0.29%	
7	WILLIAM KIMBERLEY DEVELOPMENT CORP	0.2	0.37%	X
8	BENCHMARK BUILDERS IOWA LC	0.2	0.38%	
9	ROSS, JACKSON	0.2	0.34%	
10	MARNIN, SCOTT & STEPHANIE	0.2	0.34%	
11	CUSTOM HOLDINGS LLC	0.3	0.42%	
12	COURTYARDS AT HARVEST RIDGE LLC	4.4	7.26%	
		61.1	100.00%	75.93%



DATE: 06/19/2023
04/13/2023

REVISIONS: SECOND SUBMITTAL
FIRST SUBMITTAL

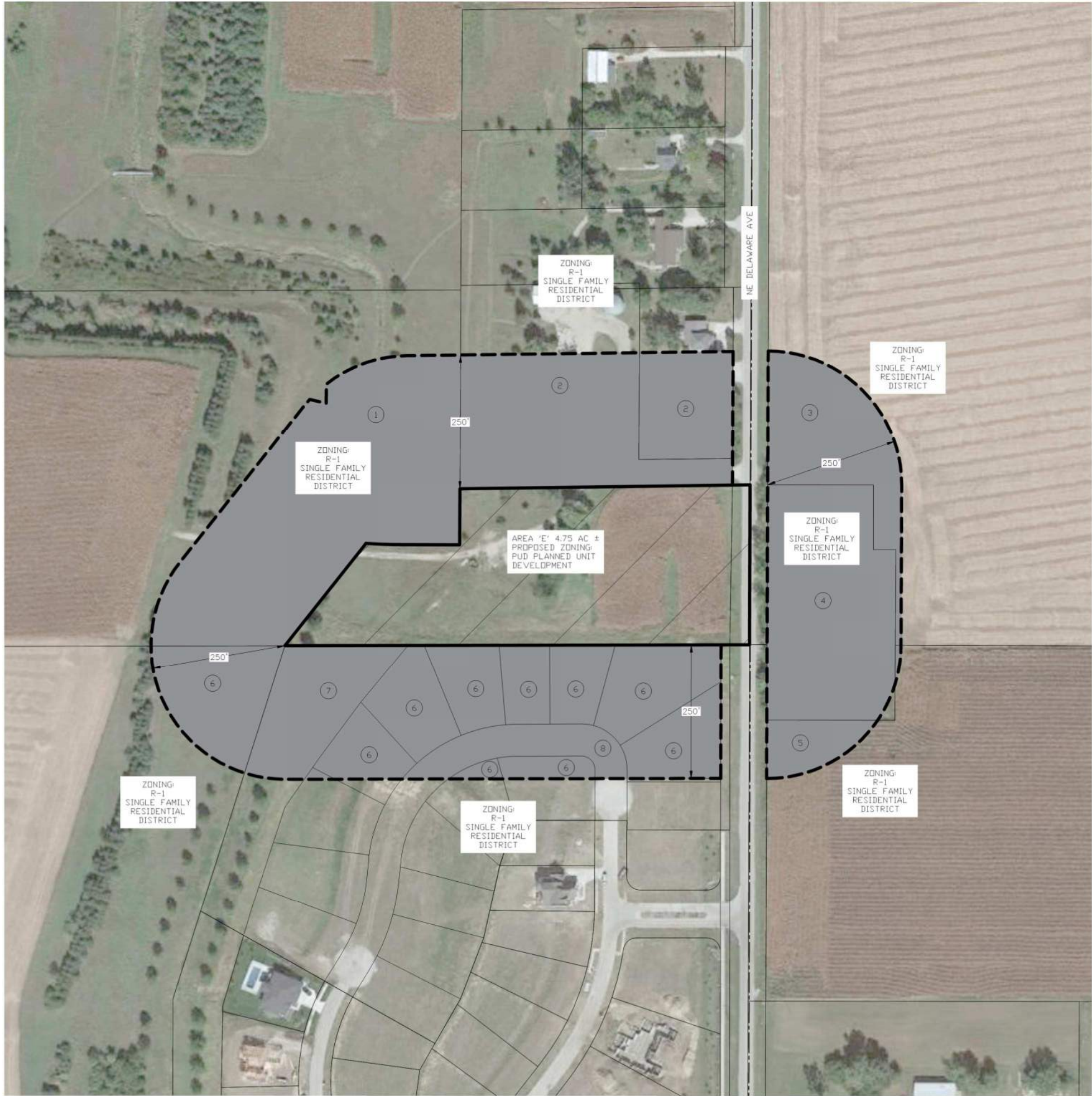
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: MAE
ENGINEER: EKO

HOPE KIMBERLEY PROPERTY
REZONING MAP - AREA 'B'

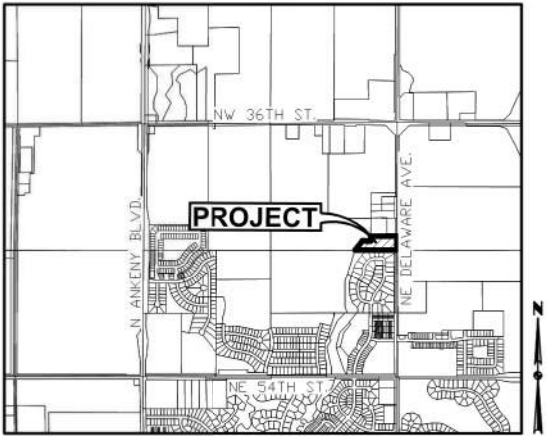
ANKENY, IOWA

2108.649



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL

PROPOSED: PUD - PLANNED UNIT DEVELOPMENT

REZONING DESCRIPTION - AREA 'E':

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 38°28'54" EAST, 243.33 FEET; THENCE SOUTH 89°04'19" EAST, 174.76 FEET; THENCE NORTH 00°17'05" EAST, 104.49 FEET TO THE SOUTHWEST CORNER OF PARCEL [2018-191] AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 17102, PAGE 203; THENCE NORTH 89°15'04" EAST ALONG THE SOUTH LINE OF SAID PARCEL [2018-191] A DISTANCE OF 542.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL [2018-191] THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 297.37 FEET; THENCE SOUTH 89°52'38" WEST AND ALONG THE NORTH LINE OF SAID KIMBERLEY ESTATES PLAT 2, A DISTANCE OF 867.47 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.75 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	4.1	25.39%	X
2	VAN DYKE, JUDITH & ROBIN	2.9	18.00%	
3	HOPE K FARMS LLC	1.3	8.10%	X
4	WYCKOFF, ALVIN & EMILY	2.3	14.01%	
5	HOPE K FARMS	0.4	2.32%	X
6	BILL KIMBERLEY LC	4.3	26.24%	X
7	KIMBERLEY ESTATES OWNERS ASSOCIATION INC	1.0	5.95%	X
8	CITY OF ANKENY			
		16.2	100.00%	67.99%



SUPPORTING EVIDENCE

Hope Kimberley Property - Ankeny

Supporting Evidence

VEHICULAR CIRCULATION

The primary access to the Hope Kimberley Property will be from NE Delaware Avenue to the east, NE 126th Avenue to the north, Highway 69 (North Ankeny Boulevard) to the west, NE Hillcrest Drive and NE 62nd Street to the south. Internal public streets will be extended throughout the development that connect to the major thoroughfares surrounding the property. Internal streets will be local public streets and collectors with on-street parking.

The city of Ankeny has a long-term plan to widen NE Ankeny Boulevard, NE Ankeny Boulevard and NE 126th Avenue as there are Interstate 35 entrance/exits ramps located northeast of this property.

A more detailed traffic study will be prepared by a traffic engineer for the city to review.

PEDESTRIAN CIRCULATION

Five-foot wide public sidewalks will be constructed on both sides of all public streets to provide pedestrian access to all site amenities including the city park. An 8-foot wide public trail will be constructed on the south side of NE 72nd Street, the east side of NE Trilein Drive and the west side of NE Delaware Avenue. Pedestrian ramps will be provided at all major roadways such as North Ankeny Boulevard, NE Delaware Avenue and NE 126th Street to connect the existing surrounding neighborhoods.

UTILITIES

Sanitary sewer service will be provided by connecting into an existing 18-inch sanitary sewer line to the south currently located within the Kimberley Estates development. A second connection will be provided in the future by the city of Ankeny in the southwest corner of the property. All sanitary sewer mains will be public.

Water main that will serve this development will come from a 12-inch watermain along NE Delaware Avenue, NE 72nd Street and NE Ankeny Boulevard. A 10-inch watermain will also be constructed along NE Trilein Drive and NE 62nd Avenue. All internal watermain will be 8-inch diameter.

Storm sewer will be provided within public right-of-ways and sized per city code ultimately discharging into one of the detention basins provided onsite. This particular site has two major creeks/drainageways that run through this site so discharge points will occur along these areas.

Franchise utilities will service the PUD with 10' public utility easements and 7' gas easements generally connecting to services along NE Delaware Avenue, NE Ankeny Boulevard and NE 126th Avenue. These easements will be located adjacent to the public right-of-ways or within rear yards of residential lots as requested by the utility companies.

STORM WATER MANAGEMENT

The Hope Kimberley property generally drains from a high point that runs through the center of the property to the east into an unnamed tributary of Fourmile Creek or the west directly into Fourmile Creek. Detention for the single-family residential areas will be provided in a combination of wet-bottom ponds provided throughout the site. Detention for the multi-family and commercial parcels will be provided onsite by the entity developing the property. All detention facilities shall be privately owned and maintained.

PARKS

Two public parks totaling approximately 22.57 acres in size within floodplain areas will be provided to satisfy parkland dedication requirements for all of the residential uses within the development. Parkland dedication calculations are included.

NEIGHBORHOOD AMENITIES

The areas shown as wet bottom ponds shall be privately owned and maintained by the neighborhood association. These amenities will only be accessible to the residents living within the Hope Kimberley development.

ARCHITECTURAL CHARACTER

Hope-Kimberley Property – Ankeny

ARCHITECTURAL CHARACTER STATEMENT

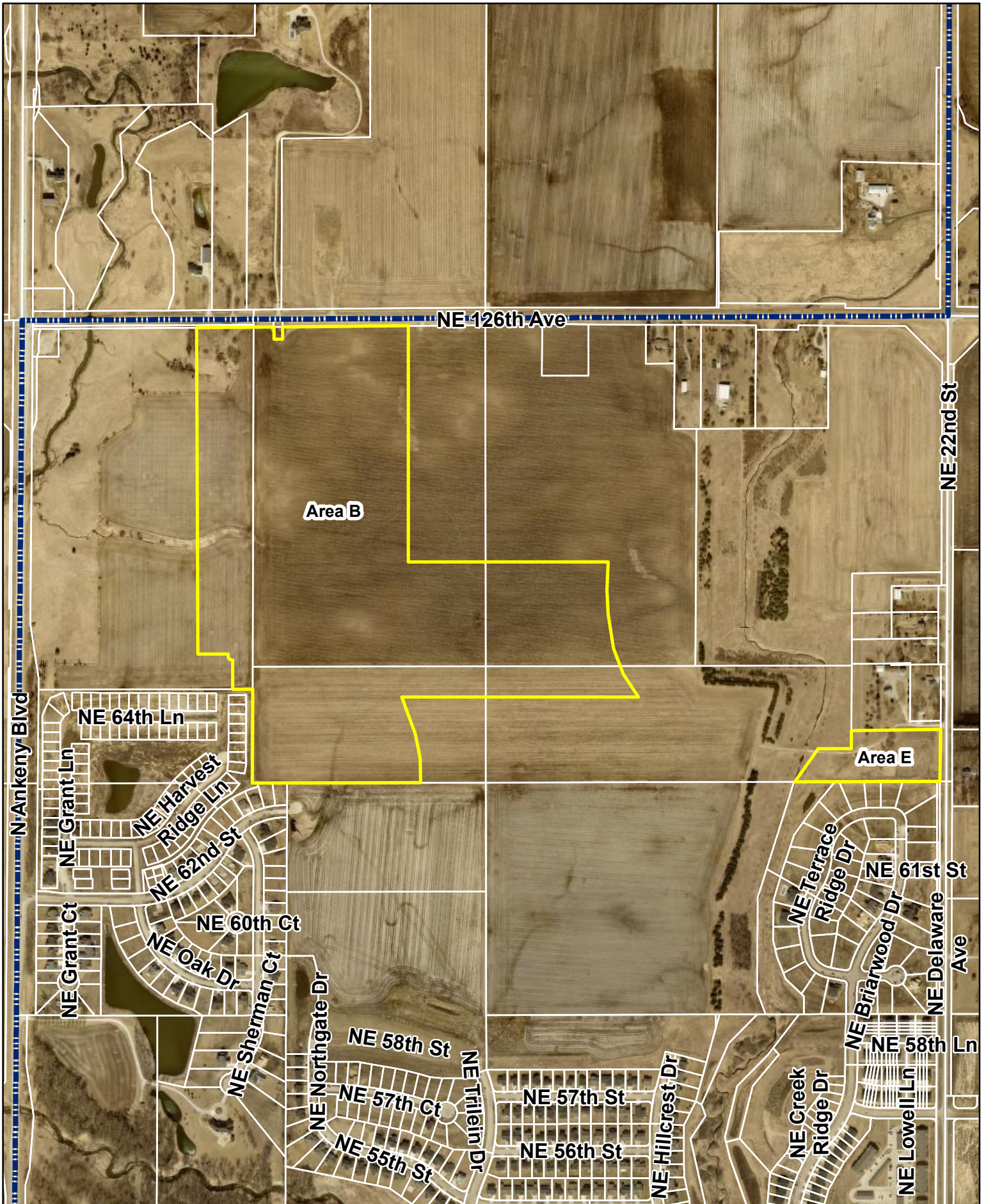
The following are examples of the type of architecture that will be constructed within the PUD area. A range of residential plans and custom features will be provided to promote curb appeal and a sense of neighborhood. Quality building materials will be used to construct the homes and natural colors such as earth tones, grays or natural wood colors will be used.











June 17, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commision;

On behalf of Hope Kimberley, we submit herewith the following rezoning request to rezone approximately 284.2 acres located south of NE 126th Avenue/NE 72nd Street, east of Highway 69 (Ankeny Boulevard) and west of NE Delaware Avenue. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 93.25 acres to a Planned Unit Development, 66.98 acres to R-3 Multiple-Family Residence District restricted to single family residential, 62.72 acres to R-3 Multiple-Family Residence District restricted to 10 units/acre, 36.60 acres to R-3 Multiple-Family Residence District and 9.54 acres to C-2 Commercial District. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** providing for the notice and hearing of the City Council of the City of Ankeny, Iowa, to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D) (date of hrg: 9/5/23 @ 5:30p.m.)

EXECUTIVE SUMMARY:

Hope Kimberley LLC is requesting to rezone 66.98 acres (Area D) from R-1 One Family Residential District to R-3, Multiple Family Residence District, restricted to single family residential. The area subject to the rezoning consists of portions of five parcels and is generally located south of NE 126th Avenue and west of NE Delaware Avenue. The properties are currently zoned R-1, One-Family Residence District; and the surrounding properties are similarly zoned.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

To adopt resolution setting public hearing for 9/5/2023 @ 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

On August 8, 2023, the Plan and Zoning Commission recommended that the City Council approve the request to rezone property owned by Hope Kimberley, LLC from R-1 One Family Residential District to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D).

PUBLIC OUTREACH EFFORTS:

Notification and public hearing by the Plan & Zoning Commission.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Notice
 Rezoning Area D Exhibit
 Aerial Map
 Applicant Letter

RESOLUTION

RESOLUTION PROVIDING FOR THE NOTICE AND HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA, TO REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1, ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT, RESTRICTED TO SINGLE FAMILY, REZONING AREA D, LOCATED SOUTH OF NE 126TH AVENUE, WEST OF NE DELAWARE AVENUE

WHEREAS, on the 18th day of July, 2023, the Plan and Zoning Commission of the City of Ankeny, Iowa, held a public hearing; and on the 8th day of August, 2023, recommended City Council approval of an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D); and

WHEREAS, the City Council now deems it necessary to provide for the notice and hearing of said amendment to rezone the following described property:

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 385.00 FEET; THENCE NORTH 00°07'22" WEST, 86.38 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS NORTH 05°45'19" WEST, 196.30 FEET; THENCE NORTH 11°23'16" WEST, 169.54 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS NORTH 09°09'12" WEST, 77.97 FEET; THENCE NORTH 89°52'38" EAST, 1291.99 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS NORTH 13°40'02" WEST, 638.56 FEET; THENCE NORTH 00°13'22" EAST, 527.24 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 10°37'33" EAST, 94.16 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 00°13'22" EAST, 521.42 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 165.35 FEET; THENCE SOUTH 00°17'54" WEST, 264.01 FEET; THENCE NORTH 89°43'13" EAST, 165.00 FEET; THENCE SOUTH 00°17'53" WEST, 373.02 FEET; THENCE NORTH 89°42'59" EAST, 703.99 FEET; THENCE SOUTH 32°56'05" WEST, 505.04 FEET; THENCE SOUTH 00°13'22" WEST, 705.09 FEET; THENCE SOUTH 67°10'04" EAST, 444.03 FEET; THENCE SOUTH 00°12'25" WEST, 522.09 FEET; THENCE SOUTH 38°28'54" WEST, 243.33 FEET TO THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2 ALSO BEING A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 605.62 FEET; THENCE SOUTH 89°46'46" WEST, 73.48 FEET; THENCE SOUTH 85°36'15" WEST, 66.85 FEET; THENCE SOUTH 79°22'24" WEST, 66.85 FEET; THENCE SOUTH 73°08'32" WEST, 66.85 FEET; THENCE SOUTH 66°54'41" WEST, 66.85 FEET; THENCE SOUTH 61°34'12" WEST, 71.30 FEET; THENCE SOUTH 60°58'05" WEST, 225.00 FEET; THENCE SOUTH 61°21'15" WEST, 78.94 FEET; THENCE SOUTH 65°20'09" WEST, 85.40 FEET; THENCE SOUTH 70°18'19" WEST, 85.40 FEET; THENCE SOUTH 75°16'29" WEST, 85.40 FEET; THENCE SOUTH 80°14'39" WEST, 85.40 FEET; THENCE SOUTH 85°12'49" WEST, 85.40 FEET; THENCE NORTH 89°59'06" WEST, 79.63 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°05'22" WEST ALONG SAID WEST LINE, 349.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.98 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 66.98-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That a public hearing shall be held at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider a proposed amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the above-described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D); and
2. That the City Clerk is hereby authorized and directed to publish notice of said hearing at the time and in the manner required by law.

PASSED AND APPROVED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

**NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF ANKENY, IOWA TO
REZONE CERTAIN PROPERTY OWNED BY HOPE KIMBERLEY LLC, FROM THE CURRENT R-1,
ONE-FAMILY RESIDENCE DISTRICT, TO R-3, MULTIPLE FAMILY RESIDENCE DISTRICT,
RESTRICTED TO SINGLE FAMILY, REZONING AREA D, LOCATED SOUTH OF NE 126TH AVENUE,
WEST OF NE DELAWARE AVENUE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Ankeny, Iowa, will consider an amendment to the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone the following described property owned by Hope Kimberley LLC, from the current R-1, One-Family Residence District, to R-3, Multiple Family Residence District, Restricted to Single Family (Rezoning Area D):

LEGAL DESCRIPTION:

A PART OF THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 385.00 FEET; THENCE NORTH 00°07'22" WEST, 86.38 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS NORTH 05°45'19" WEST, 196.30 FEET; THENCE NORTH 11°23'16" WEST, 169.54 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS NORTH 09°09'12" WEST, 77.97 FEET; THENCE NORTH 89°52'38" EAST, 1291.99 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS NORTH 13°40'02" WEST, 638.56 FEET; THENCE NORTH 00°13'22" EAST, 527.24 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 10°37'33" EAST, 94.16 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 00°13'22" EAST, 521.42 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 165.35 FEET; THENCE SOUTH 00°17'54" WEST, 264.01 FEET; THENCE NORTH 89°43'13" EAST, 165.00 FEET; THENCE SOUTH 00°17'53" WEST, 373.02 FEET; THENCE NORTH 89°42'59" EAST, 703.99 FEET; THENCE SOUTH 32°56'05" WEST, 505.04 FEET; THENCE SOUTH 00°13'22" WEST, 705.09 FEET; THENCE SOUTH 67°10'04" EAST, 444.03 FEET; THENCE SOUTH 00°12'25" WEST, 522.09 FEET; THENCE SOUTH 38°28'54" WEST, 243.33 FEET TO THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2 ALSO BEING A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 605.62 FEET; THENCE SOUTH 89°46'46" WEST, 73.48 FEET; THENCE SOUTH 85°36'15" WEST, 66.85 FEET; THENCE SOUTH 79°22'24" WEST, 66.85 FEET; THENCE SOUTH 73°08'32" WEST, 66.85 FEET; THENCE SOUTH 66°54'41" WEST, 66.85 FEET; THENCE SOUTH 61°34'12" WEST, 71.30 FEET; THENCE SOUTH 60°58'05" WEST, 225.00 FEET; THENCE SOUTH 61°21'15" WEST, 78.94 FEET; THENCE SOUTH 65°20'09" WEST, 85.40 FEET; THENCE SOUTH 70°18'19" WEST, 85.40 FEET; THENCE SOUTH 75°16'29" WEST, 85.40 FEET; THENCE SOUTH 80°14'39" WEST, 85.40 FEET; THENCE SOUTH 85°12'49" WEST, 85.40 FEET; THENCE NORTH 89°59'06" WEST, 79.63 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°05'22" WEST ALONG SAID WEST LINE, 349.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.98 ACRES MORE OR LESS.

LAYMAN'S DESCRIPTION:

Approximately 66.98-acres (+/-) located south of NE 126th Avenue, west of NE Delaware Avenue.

NOTICE IS FURTHER GIVEN that the proposed amendment, as described above, will affect only the above-described property.

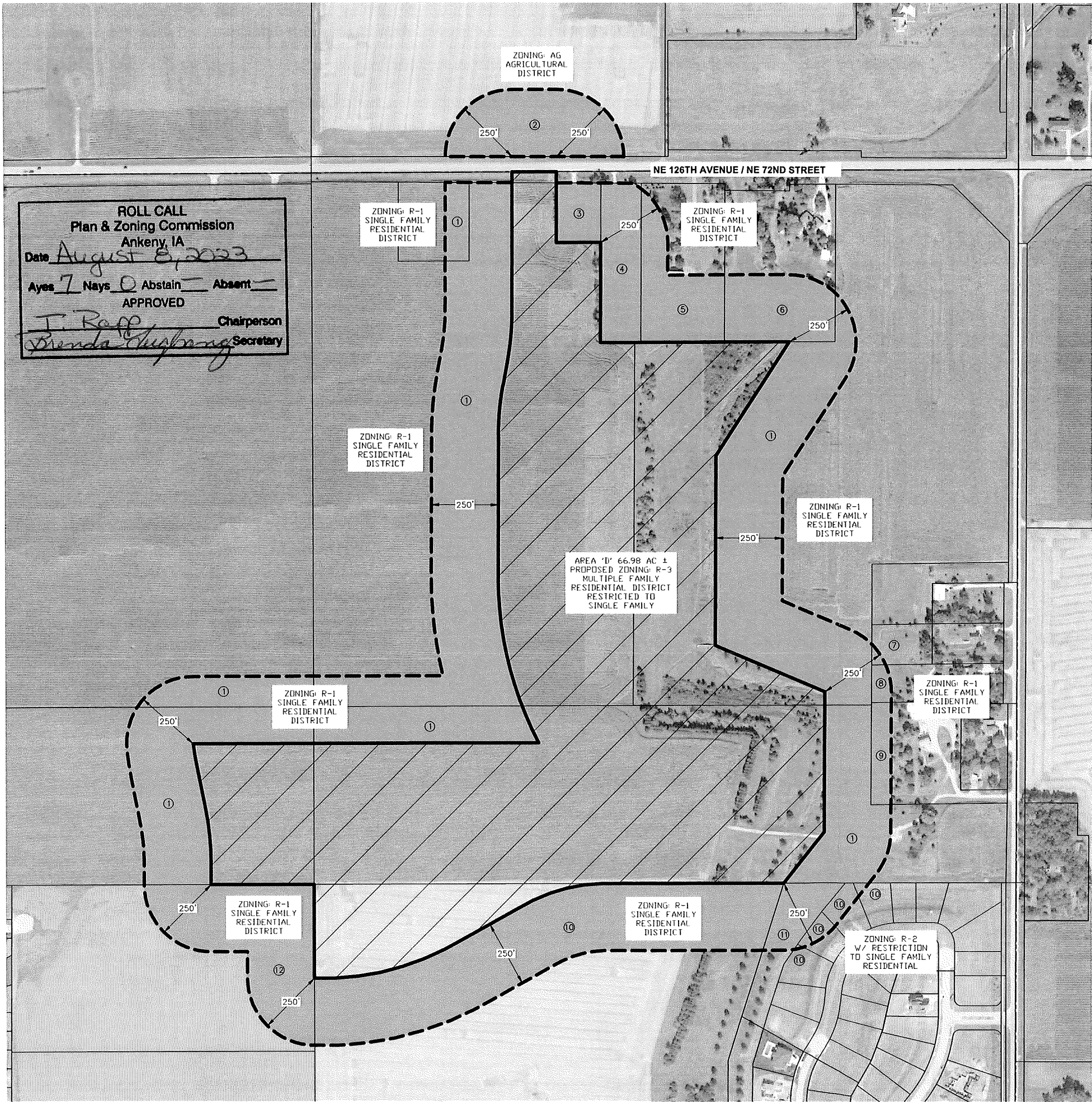
YOU ARE FURTHER AND SPECIFICALLY NOTIFIED that the City Council will hold a public hearing at 5:30 p.m. on the 5th day of September, 2023, in the Ankeny City Council Chambers, 1250 SW District Drive, Second Floor, Ankeny, Iowa, to consider said amendment, at which time and place all citizens and all parties in interest shall have the opportunity to be heard. The City Council may choose to act upon the amendment at that time.

DATED this 21st day of August, 2023.

CITY OF ANKENY, IOWA

Michelle Yuska, City Clerk

Published in the Des Moines Register on the ____ day of _____, 2023.



ROLL CALL
Plan & Zoning Commission
Ankeny, IA

Date August 8, 2023

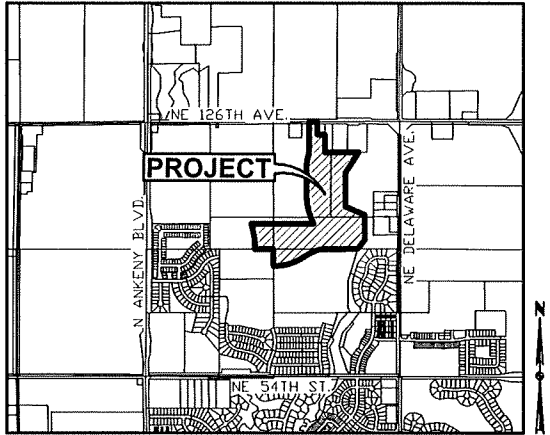
Ayes 7 Nays 0 Abstain — Absent —

APPROVED

T. Rapp Chairperson
Brenda Chapman Secretary

VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT

PROPOSED: R-3 - MULTIPLE FAMILY RESIDENTIAL DISTRICT
RESTRICTED TO SINGLE FAMILY

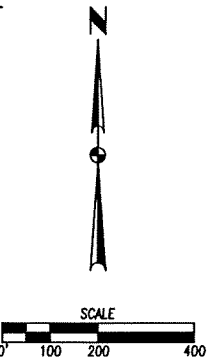
REZONING DESCRIPTION - AREA 'D':

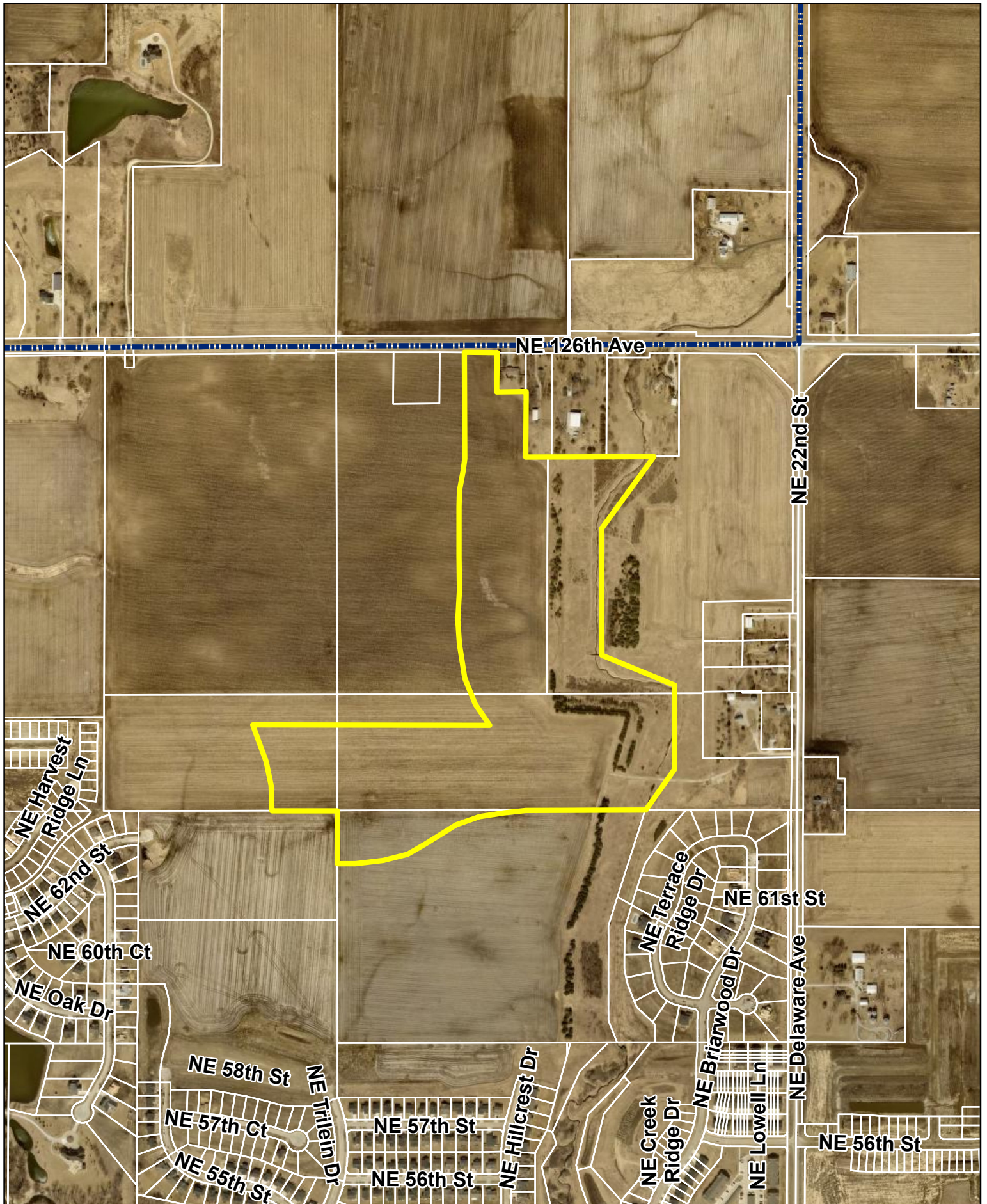
A PART OF THE NORTHWEST QUARTER AND A PART OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER, ALL IN SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 36; THENCE SOUTH 89°52'38" WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 385.00 FEET; THENCE NORTH 00°07'22" WEST, 86.38 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 196.61 FEET AND WHOSE CHORD BEARS NORTH 05°45'19" WEST, 196.30 FEET; THENCE NORTH 11°23'16" WEST, 169.54 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 77.99 FEET AND WHOSE CHORD BEARS NORTH 09°09'12" WEST, 77.97 FEET; THENCE NORTH 89°52'38" EAST, 1291.99 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1330.00 FEET, WHOSE ARC LENGTH IS 644.86 FEET AND WHOSE CHORD BEARS NORTH 13°40'02" WEST, 638.56 FEET; THENCE NORTH 00°13'22" EAST, 527.24 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 10°37'33" EAST, 94.16 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1000.00 FEET, WHOSE ARC LENGTH IS 181.57 FEET AND WHOSE CHORD BEARS NORTH 05°25'28" EAST, 181.32 FEET; THENCE NORTH 00°13'22" EAST, 521.42 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 165.35 FEET; THENCE SOUTH 00°17'54" WEST, 264.01 FEET; THENCE NORTH 89°43'13" EAST, 165.00 FEET; THENCE SOUTH 00°17'53" WEST, 373.02 FEET; THENCE NORTH 89°42'59" EAST, 703.99 FEET; THENCE SOUTH 32°56'05" WEST, 505.04 FEET; THENCE SOUTH 00°13'22" WEST, 705.09 FEET; THENCE SOUTH 67°10'04" EAST, 444.03 FEET; THENCE SOUTH 00°12'25" WEST, 522.09 FEET; THENCE SOUTH 38°28'54" WEST, 243.33 FEET TO THE NORTHWEST CORNER OF KIMBERLEY ESTATES PLAT 2 ALSO BEING A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 89°52'38" WEST ALONG SAID SOUTH LINE, 605.62 FEET; THENCE SOUTH 89°46'46" WEST, 73.48 FEET; THENCE SOUTH 85°36'15" WEST, 66.85 FEET; THENCE SOUTH 79°22'24" WEST, 66.85 FEET; THENCE SOUTH 73°08'32" WEST, 66.85 FEET; THENCE SOUTH 66°54'41" WEST, 66.85 FEET; THENCE SOUTH 61°34'12" WEST, 71.30 FEET; THENCE SOUTH 60°58'05" WEST, 225.00 FEET; THENCE SOUTH 61°21'15" WEST, 78.94 FEET; THENCE SOUTH 65°20'09" WEST, 85.40 FEET; THENCE SOUTH 70°18'19" WEST, 85.40 FEET; THENCE SOUTH 75°16'29" WEST, 85.40 FEET; THENCE SOUTH 80°14'39" WEST, 85.40 FEET; THENCE SOUTH 85°12'49" WEST, 85.40 FEET; THENCE NORTH 89°59'06" WEST, 79.63 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°05'22" WEST ALONG SAID WEST LINE, 349.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.98 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	HOPE KIMBERLEY LLC	34.8	55.05%	X
2	NORTHSTAR LTD	3.2	5.07%	
3	HUSS, EMILY & KEVIN	0.8	1.33%	
4	KLEIN, STEVEN J	2.0	3.22%	
5	GROVE, KELLY & KATIE	2.4	3.78%	
6	SEUNTJENS, CHRISTOPHER & IRENE	2.3	3.61%	
7	ABUHL, WAYNE E	0.1	0.08%	
8	HAUS, JILL & SHANNON	0.2	0.35%	
9	VAN DYKE, JUDITH & ROBIN	0.7	1.03%	
10	BILL KIMBERLEY LC	10.7	16.98%	X
11	KIMBERLEY ESTATES OWNERS ASSOCIATION INC	1.0	1.54%	X
12	JERRYS HOMES INC	5.0	7.96%	
		63.2	100.00%	73.57%





N



1 inch = 700 feet

Date: 7/13/2023

Hope Kimberley Properties Rezoning Area D

June 17, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
c/o Jacob Heil
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: Hope Kimberley – Rezoning

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Hope Kimberley, we submit herewith the following rezoning request to rezone approximately 284.2 acres located south of NE 126th Avenue/NE 72nd Street, east of Highway 69 (Ankeny Boulevard) and west of NE Delaware Avenue. The existing zoning on the property is R-1 One Family Residential and we are requesting to rezone 93.25 acres to a Planned Unit Development, 66.98 acres to R-3 Multiple-Family Residence District restricted to single family residential, 62.72 acres to R-3 Multiple-Family Residence District restricted to 10 units/acre, 36.60 acres to R-3 Multiple-Family Residence District and 9.54 acres to C-2 Commercial District. Please accept this submittal for the next available Planning & Zoning and City Council meetings. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC



Erin K. Ollendike, P.E.

cc: Jenna Kimberley, Kimberley Development Corporation



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Absolute Group in the amount of \$97,767.00 for the construction of the 2023 City-Wide Permanent Surface Restoration project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Absolute Group for the 2023 City-Wide Permanent Surface Restoration project.

The 2023 City-Wide Permanent Surface Restoration project includes 35 CY of compost-amended topsoil, 4,690 SY of Type 2.C temporary RECP, 3.35 acres of Type 1 conventional seeding and fertilizing, 2 acres of Type 6 conventional seeding and fertilizing, 4.41 acres of BFM erosion control mulching, 1.31 acres of Type 1 overseeding with a slit seeder, 3 acres of spot herbicide application, 0.03 acres of Kentucky Bluegrass seeding and fertilizing, temporary traffic control, and mobilization to the sites located throughout the City of Ankeny.

Bid invitations were sent to nine (9) contractors. Two (2) bids were received for the project as follows:

Absolute Group \$97,767.00

ALPHA Landscapes \$107,882.00

The Engineer's estimated cost for the project was \$175,710.00. The bids ranged from 44% below to 39% below the engineer's estimate. Absolute Group has completed similar projects for the City of Ankeny in the past and they have the technical experience to complete this project. The Public Works Department recommends awarding the 2023 City-Wide Permanent Surface Restoration project to Absolute Group of Granger, Iowa.

FISCAL IMPACT: No

The cost for permanent surface restoration at these locations was included with the individual construction projects in the 2023-2027 CIP for this year.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Absolute Group for the 2023 City-Wide Permanent Surface Restoration project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location Map
 Contract

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM ABSOLUTE GROUP IN THE AMOUNT OF \$97,767.00 FOR THE CONSTRUCTION OF THE 2023 CITY-WIDE PERMANENT SURFACE RESTORATION PROJECT.

WHEREAS, the City of Ankeny desires to perform permanent surface restoration at multiple locations within the City of Ankeny's right-of-way and on private property, and;

WHEREAS, a request for proposal was sent out to nine (9) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Absolute Group	\$97,767.00
ALPHA Landscapes	\$107,882.00
Engineer's Estimated Cost	\$175,710.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Absolute Group in the amount of \$97,767.00 be accepted for the construction of the 2023 City-Wide Permanent Surface Restoration project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 21st day of August, 2023.

Mark E. Holm, Mayor

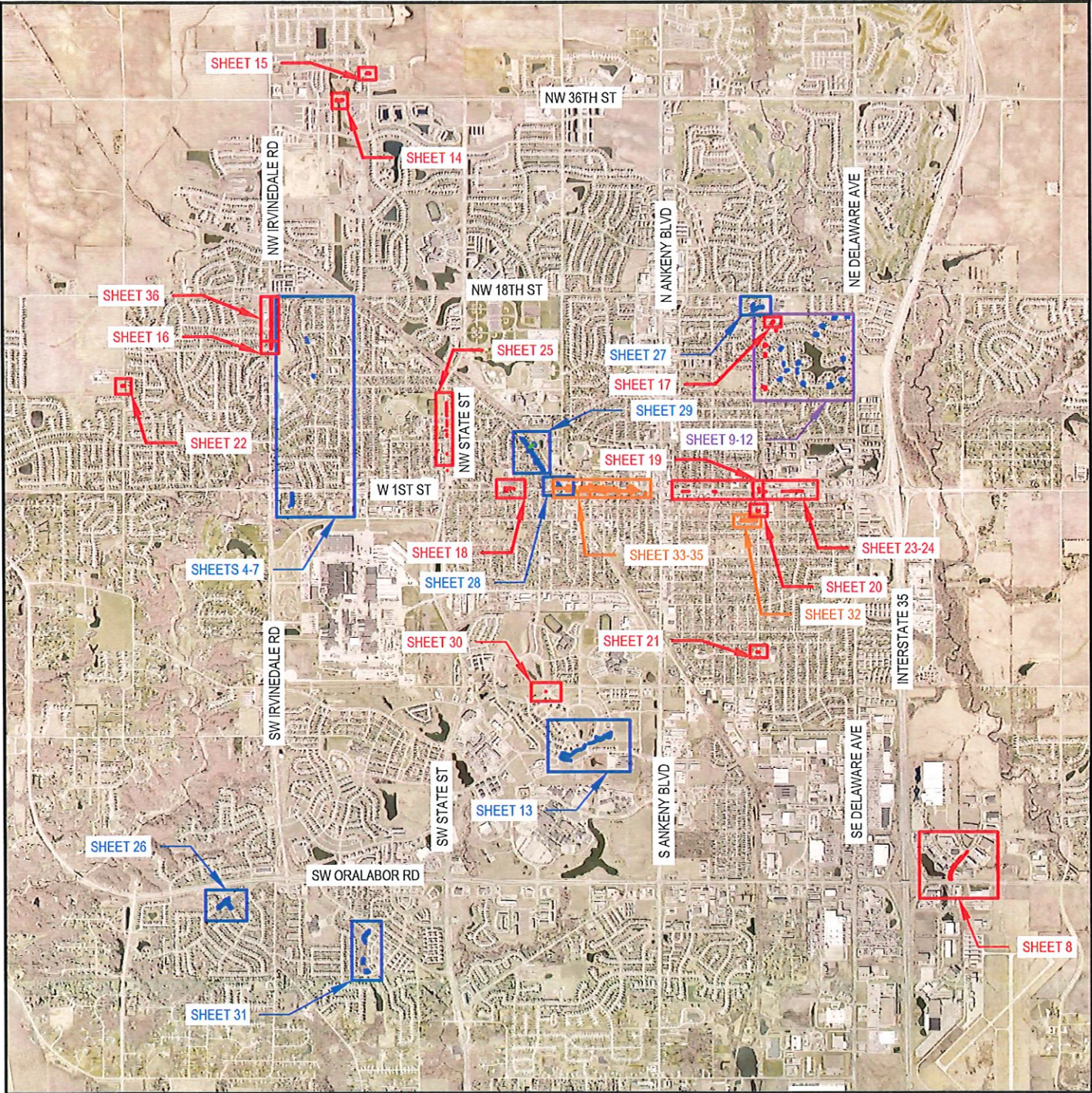
ATTEST:

Michelle Yuska, City Clerk

Bid Tabulation 2023 City-Wide Permanent Surface Restoration Permanent Seeding of CIP Projects Constructed in 2023 8/11/2023												
				Engineer's Estimate			Absolute Group			ALPHA Landscapes		
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price	Total	Unit Price	Total Price	Total	Unit Price	Total Price
		EARTHWORK										
2.01	2010-D-2	Topsoil, Compost-amended	CY	35	\$ 200.00	\$ 7,000.00	35	\$ 150.00	\$ 5,250.00	35	\$ 170.00	\$ 5,950.00
		TRAFFIC CONTROL										
8.01	8030-A	Temporary Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 4,000.00	\$ 4,000.00
		SITE WORK AND LANDSCAPING										
9.01	9010-A	Conventional Seeding and Fertilizing, Type 1	AC	3.35	\$ 13,000.00	\$ 43,550.00	3.35	\$ 6,500.00	\$ 21,775.00	3.35	\$ 7,900.00	\$ 26,465.00
9.02	9010-A	Conventional Seeding and Fertilizing, Type 6	AC	2	\$ 13,000.00	\$ 26,000.00	2	\$ 6,500.00	\$ 13,000.00	2	\$ 7,900.00	\$ 15,800.00
9.03	9040-E	Temporary RECP, Type 2.C	SY	4,690	\$ 2.00	\$ 9,380.00	4,690	\$ 1.30	\$ 6,097.00	4,690	\$ 2.00	\$ 9,380.00
9.04	9040-Q-2	Erosion Control Mulching, Hydromulching, BFM	AC	4.41	\$ 6,000.00	\$ 26,460.00	4.41	\$ 7,000.00	\$ 30,870.00	4.41	\$ 6,800.00	\$ 29,988.00
9.05	9999-A	Overseeding, Type 1, Slit Seeder	AC	1.31	\$ 3,000.00	\$ 3,930.00	1.31	\$ 2,500.00	\$ 3,275.00	1.31	\$ 2,900.00	\$ 3,799.00
9.06	9999-B	Spot Herbicide Application	AC	3	\$ 3,000.00	\$ 9,000.00	3	\$ 1,000.00	\$ 3,000.00	3	\$ 650.00	\$ 1,950.00
9.07	9999-C	Kentucky Bluegrass Seeding and Fertilizing	AC	0.03	\$ 13,000.00	\$ 390.00	0.03	\$ 50,000.00	\$ 1,500.00	0.03	\$ 20,000.00	\$ 600.00
		MISCELLANEOUS										
11.01	11,020-A	Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00	1	\$ 8,000.00	\$ 8,000.00	1	\$ 9,950.00	\$ 9,950.00
TOTAL AMOUNT BID =				\$175,710.00			\$97,767.00			\$107,882.00		

PUBLIC IMPROVEMENT PLANS FOR 2023 CITY-WIDE PERMANENT SURFACE RESTORATION

CITY OF ANKENY POLK COUNTY, IOWA PROJECT NO. 2023-017



VICINITY MAP
1 INCH = 4,000 FEET

INDEX OF SHEETS	
1	TITLE SHEET
2-3	QUANTITIES AND GENERAL INFORMATION
4-7	2023 PCC PAVEMENT PRESERVATION PROGRAM
8	2023 PCC RECONSTRUCTION PROGRAM - SE CREEKVIEW DRIVE
9	2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - FOUNTAIN VIEW
10-12	2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM - BARCLAY
13	2023 SIDEWALK GAPS AND REPLACEMENTS IMPROVEMENT PROGRAM
14	NW 36TH STREET
15-21	2022 ELEMENTARY SCHOOL WALKABILITY IMPROVEMENTS
22	2023 ELEMENTARY SCHOOL WALKABILITY IMPROVEMENTS
23-27	2023 PCC STREET PATCHING PROGRAM
28	804 WEST 1ST STREET
29	NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 2
30	SW MAGAZINE ROAD AND SW DES MOINES STREET
31	DIAMOND HILLS GREENWAY STREAM REPAIRS
32	SE 3RD STREET UTILITY IMPROVEMENTS - PHASE 1
33-35	WEST FIRST ST WIDENING & IMPROVEMENTS - PHASE 1
36	IRVINGDALE DRIVE TRANSMISSION MAIN - PHASE 3

LEGEND	
	SUDAS TYPE 1
	SUDAS TYPE 6
	SUDAS TYPE 1 AND SUDAS TYPE 6
	KENTUCKY BLUEGRASS
	OVERSEEDING, TYPE 1, SLIT SEEDER

APPLICABLE SUDAS FIGURES	
8030.101	TEMPORARY TRAFFIC CONTROL GENERAL INFO.
8030.102	WORK OFF OF PAVEMENT WITH MINOR ENCROACHMENT ONTO TRAVELED WAY
8030.105	LANE CLOSURE FOR SHORT-TERM OR MOVING OPERATIONS USING A SINGLE FLAGGER
8030.115	MOVING OPERATIONS ON TWO LANE ROADS
9040.103	ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION ON SLOPES
9040.104	ROLLED EROSION CONTROL PRODUCT (RECP) INSTALLATION IN CHANNEL



The most recent editions of the SUDAS Standard Specifications, the Iowa DOT Standard Specifications, and the Iowa DOT Materials I.M.s shall apply to all work performed on this project unless otherwise noted herein, or within the City of Ankeny Supplemental Specifications or Special Provisions.

This project does not require an Iowa Department of Natural Resources NPDES General Permit No. 2 or COSESCO permit. The Contractor shall install erosion control measures as shown in the Contract Documents and as needed to ensure that no sediment is found leaving the site(s).



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Rebecca L. Ford 07/28/2023
Rebecca L. Ford, P.E. Date

License Number: P19717
My license renewal date is December 31, 2023.
Pages or sheets covered by this seal:
ALL

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of August, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Absolute Group, hereinafter called the "Contractor."

WITNESSETH:

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

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

2023 CITY-WIDE PERMANENT SURFACE RESTORATION

The 2023 City-Wide Permanent Surface Restoration project includes 35 CY of compost-amended topsoil, 4,690 SY of Type 2.C temporary RECP, 3.35 acres of Type 1 conventional seeding and fertilizing, 2 acres of Type 6 conventional seeding and fertilizing, 4.41 acres of BFM erosion control mulching, 1.31 acres of Type 1 overseeding with a slit seeder, 3 acres of spot herbicide application, 0.03 acres of Kentucky Bluegrass seeding and fertilizing, temporary traffic control, and mobilization to the sites.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of NINETY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$97,767.00), 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 complete the project as described in the Notice to Bidders as noted below:

The Contractor shall fully complete the overall project no later than **September 30, 2023**, except that the Contractor shall fully complete the 2023 PCC Reconstruction Program – SE Creekview Drive and NW Northlawn Area Utility Improvements – Phase 2 sites no later than **May 31, 2024**. Full completion for the overall project shall be defined as all work including punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Two Hundred Fifty Dollars (\$250.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____

(Seal)

ATTEST:

CONTRACTOR:

Absolute Concrete Construction, Inc.
dba Absolute Group

Contractor

By

B. G. A. N.

Signature

VP of Sales

Title

1800 Burr Oak Blvd - P.O. Box 430

Street Address

Granger, Iowa 50109

City, State, Zip Code

515-208-5169

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0680-62 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.**

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
2.01	Topsoil, Compost-amended	CY	35	\$150.00	\$5,250.00
	TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	\$5,000.00	\$5,000.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding and Fertilizing, Type 1	AC	3.35	\$6,500.00	\$21,775.00
9.02	Conventional Seeding and Fertilizing, Type 6	AC	2	\$6,500.00	\$13,000.00
9.03	Temporary RECP, Type 2.C	SY	4,690	\$1.30	\$6,097.00
9.04	Erosion Control Mulching, Hydromulching, BFM	AC	4.41	\$7,000.00	\$30,870.00
9.05	Overseeding, Type 1, Slit Seeder	AC	1.31	\$2,500.00	\$3,275.00
9.06	Spot Herbicide Application	AC	3	\$1,000.00	\$3,000.00
9.07	Kentucky Bluegrass Seeding and Fertilizing	AC	0.03	\$50,000.00	\$1,500.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$8,000.00	\$8,000.00

TOTAL CONTRACT AMOUNT =**\$****\$97,767.00**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Absolute Group, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of NINETY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-SEVEN DOLLARS (\$97,767.00), 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 21st day of August, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

2023 CITY-WIDE PERMANENT SURFACE RESTORATION

The 2023 City-Wide Permanent Surface Restoration project includes 35 CY of compost-amended topsoil, 4,690 SY of Type 2.C temporary RECP, 3.35 acres of Type 1 conventional seeding and fertilizing, 2 acres of Type 6 conventional seeding and fertilizing, 4.41 acres of BFM erosion control mulching, 1.31 acres of Type 1 overseeding with a slit seeder, 3 acres of spot herbicide application, 0.03 acres of Kentucky Bluegrass seeding and fertilizing, temporary traffic control, and mobilization to the sites.

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

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

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

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **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 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of August, 2023.

PRINCIPAL:

Absolute Concrete Construction, Inc.
dba Absolute Group

Contractor

By

Signature

VP of Sales

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By

Signature Attorney-in-Fact Officer

Abigail R. Mohr

Printed Name of Attorney-in-Fact Officer

Merchants National Bonding, Inc.

Company Name

P. O. Box 14498

Company Address

Des Moines, IA 50306

City, State, Zip Code

515-243-8171

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; Laura Peiffer; Mat DeGroot; Matthew R Fay; Michael L McCoy; Sandy VanOsten

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of March, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of March, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of August, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Francisco Honzura PHONE (A/C, No, Ext): 515-309-6220 E-MAIL: Francisco_Honzura@ajg.com ADDRESS: Francisco_Honzura@ajg.com														
INSURED Absolute Group 1800 Burr Oak Blvd Granger, IA 50109	<table><tr><td>INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B: American Guarantee and Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C: Ironshore Specialty Insurance Co</td><td>25445</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liability Ins Co	26247	INSURER C: Ironshore Specialty Insurance Co	25445	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1530413360**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y		GLO4425281-01	5/3/2023	5/3/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP4425283-01	5/3/2023	5/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE			AUC4596526-01	5/3/2023	5/3/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC4425282-01	5/3/2023	5/3/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Leased/Rented Equip Pollution Liability			CPP5698002-01 ICELLUW00148154	5/3/2023 5/3/2023	5/3/2024 5/3/2025	Ded \$1,000 Limit/Agg: \$1M/\$2M \$1,000,000 Retention \$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2023 City-Wide Permanent Surface Restoration, CONTRACTOR AWARD

City of Ankeny is an additional insured on General Liability policy per form UGL1175FCW (04/13) if required in a written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Ankeny, Iowa
1210 NW Prairie Ridge Drive
Ankeny IA 50023

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO4425281-01	05/03/2023	05/03/2024	05/03/2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt a **RESOLUTION** authorizing the execution of an updated Title VI Non-Discrimination Agreement, including Standard DOT Title VI Assurances with appendices, between the Iowa Department of Transportation and the City of Ankeny.

EXECUTIVE SUMMARY:

The Iowa Department of Transportation (DOT) requires all Local Public Agencies (LPA) with a population of less than 250,000, who receive Federal financial assistance, to develop and execute a Title VI Agreement and the associated Title VI Assurances. The basic purpose of the Title VI Agreement is to document an LPA's policy of non-discrimination and establish the procedures it will use to assure compliance with Title VI and the related non-discrimination requirements in its transportation programs and projects. The City of Ankeny uses federal funding for various transportation projects in the City (e.g. Oralabor Gateway Trail - Pedestrian Underpass).

The Iowa DOT requires the execution of an updated Title VI Non-Discrimination Agreement and associated Title VI Assurances when there are changes to the City's contact people listed in said

documents. The last time the Title VI Non-Discrimination Agreement and associated Title VI Assurances were approved was in June of 2020. Since that time, the City's Mayor and Assistant City Manager have changed.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Consider motion to authorize the execution of an updated Title VI Non-Discrimination Agreement, including Standard DOT Title VI Assurances with appendices, between the Iowa Department of Transportation and the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Title VI Agreement
 Title VI Assurances

RESOLUTION NO. 2023-_____

**A RESOLUTION AUTHORIZING THE EXECUTION OF TITLE VI
NON-DISCRIMINATION AGREEMENT AND ASSURANCES BETWEEN
THE IOWA DEPARTMENT OF TRANSPORTATION AND CITY OF
ANKENY, IOWA**

WHEREAS, the City of Ankeny is working with the Iowa Department of Transportation on various transportation projects within the City; and

WHEREAS, the Iowa Department of Transportation requires the execution of an updated Title VI Non-Discrimination Agreement and Assurances due to changes in the City's contact people listed on said documents; and

WHEREAS, the City Council of the City of Ankeny believes it to be in the best interest of the City to approve said documents as required by the Iowa Department of Transportation in order to receive federal financial assistance for transportation projects; and

WHEREAS, the City staff should be tasked with carrying out the terms of said documents.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ankeny, Iowa that the City hereby approves the Title VI Non-Discrimination Agreement and Assurances.

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny that the Mayor is authorized to execute and the City Clerk is authorized to attest to the execution of said documents.

BE IT FURTHER RESOLVED by the City Council of the City of Ankeny that the City Staff is directed to do all things necessary to comply with the terms of the Title VI Non-Discrimination Agreement and Assurances.

APPROVED AND ADOPTED this 21st day of August, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
City of Ankeny, Iowa**

Agency Information

Name and title of administrative head:

Name: Mark Holm Title: Mayor

Address: 410 West 1st Street

City: Ankeny State: IA ZIP Code: 50023 County: Polk

Phone/FAX: 515-965-6400/965-6416 Email: MHolm@AnkenyIowa.gov

Name and title of designated Title VI coordinator:

Name: Mike Schrock Title: Assistant City Manager

Address: 410 West 1st Street

City: Ankeny State: IA ZIP Code: 50023 County: Polk

Phone/FAX: 515-965-6420 Email: MSchrock@AnkenyIowa.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, City of Ankeny, Iowa has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
 - (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
 - a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Civil Rights Bureau
800 Lincoln Way
Ames, Iowa 50010
515-233-7970
515-232-6739 (FAX)
civil.rights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

City of Ankeny, Iowa

Signature

Printed Name and Title

Date

Signature

Mark Holm, Mayor

Printed Name and Title

August 21, 2023

Date

Title VI Non-discrimination Policy Statement

The _____ City of Ankeny, Iowa _____, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's _____ Mike Schrock, Assistant City Manager _____, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Mark Holm Mayor

Printed Name and Title

August 21, 2023

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The City of Ankeny, Iowa (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the **FHWA**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“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.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, City of Ankeny, Iowa also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Ankeny, Iowa gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Ankeny, Iowa

(Name of Recipient)

by

(Signature of Authorized Official)

DATED August 21, 2023

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the City of Ankeny, Iowa will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the City of Ankeny, Iowa all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Ankeny, Iowa and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Ankeny, Iowa, its successors and assigns.

The City of Ankeny, Iowa, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Ankeny, Iowa will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Ankeny, Iowa pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Ankeny, Iowa will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Ankeny, Iowa will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Ankeny, Iowa and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by City of Ankeny, Iowa pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, City of Ankeny, Iowa will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, City of Ankeny, Iowa will there upon revert to and vest in and become the absolute property of City of Ankeny, Iowa and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign an annexation agreement from Charles Lepak, allowing connection to public sanitary sewer in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:

Charles Lepak is the owner of the parcel locally known as 1120 NE 72nd Street and he requests to connect to the publicly owned and maintained sanitary sewer system. He has submitted the signed annexation agreement that is attached and has paid the tap connection fee.

FISCAL IMPACT: **No**

The property owner has agreed to pay the sanitary sewer tap connection fee of \$200.00

CITY MANAGER'S RECOMMENDATIONS:

Approve the Annexation Agreement with Charles Lepak, allowing the connection to public sewer, 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
 Annexation Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ANNEXATION AGREEMENT FROM CHARLES LEPAK, AND ALLOWING CONNECTION TO PUBLIC SANITARY SEWER

WHEREAS, the owner of a parcel to be serviced by Public Sewer, that is not within the Corporate Limits shall file with the City an Annexation Agreement; and

WHEREAS, Charles Lepak, owner of the parcel locally known as 1120 NE 72nd Street, and described as follows:

Lots 60 & 61 Green Acres

has submitted an application to connect to Public Sewer, including a signed Annexation Agreement; and

WHEREAS, Charles Lepak has paid the sewer tap fee in full; and,

WHEREAS, the City Council of the City of Ankeny, Iowa deems it to be in the best interest of the City to accept said Annexation Agreement, allow connection to the public sewer, and accept payment.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa that the Annexation Agreement for connection to the Public Sewer should be and is hereby accepted from Charles Lepak, and said connection is allowed, and the Mayor is authorized to execute the Annexation Agreement on behalf of the City of Ankeny, Iowa.

PASSED AND APPROVED on this 21st day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Preparer Information: (Individual's Name, Street Address, City, Zip, Phone)

Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)

Type of Document: _____

Grantors:

Grantees:

See Page _____ for Legal Description:

Book & Page Reference:

ANNEXATION AGREEMENT

RE: Lots 60 & 61 Green Acres, locally known as 1120 NE 72nd Avenue.

THIS Agreement is entered into this 8 day of August, 2023, by and between the City of Ankeny, Iowa ("City") and Charles Lepak, owner of the above-described property ("Owners").

WHEREAS, the Owners of the above-described property ("Property") has requested that the City provide sanitary sewer service to the Property; and

WHEREAS, in consideration of the City providing sanitary sewer service to the Property, the Owner has agreed to certain conditions requested by the City; and

WHEREAS, among these conditions, the Owner agrees that at such time as the City desires to annex the Property, Owner consents to said annexation.

NOW, THEREFORE, the parties agree as follows:

1. The Owner agrees that at such time as the City desires to annex the Property to the City, this Agreement shall be evidence of the Owner's agreement to the voluntary annexation of the Property to the City under the provisions of Iowa Code Chapter 368, as amended. The Owner agrees to execute any and all other documents which may be required by the City, the City Development Board or any other entity concerning this annexation.
2. Notwithstanding anything contained in this Agreement, the City agrees that it will not annex the Property until such time as it has annexed property contiguous to the Property.
3. Notwithstanding anything contained in this Agreement or the Municipal Code of the City of Ankeny, any lawful use of land, or any structure, which upon annexation becomes non-conforming under the Municipal Code, may be continued as long as it remains otherwise lawful, subject to the following provisions:
 - A. No such non-conforming use or structure shall be enlarged or altered in a way that increases its non-conformity.

- B. No such non-conforming use shall be moved in whole or in part to any other portion of the property which was not occupied by such use upon annexation.
 - C. If any non-conforming use of land ceases for any reason for a period of more than six months, any subsequent use of the Property shall conform to the district in which the Property is located.
 - D. Should any structure be destroyed by any means to an extent of sixty percent or more of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the Municipal Code. If the structure is less than sixty percent destroyed above the foundation, it may be reconstructed as before; provided that it can be done within six months of such destruction, and that it is built of like or similar materials.
- 4. In the event a breach by a party of its obligations under this Agreement is not cured within thirty (30) days following the date of written notice from the other party to the breaching party, the nonbreaching party shall be entitled to exercise all rights and remedies available at law or in equity including, but not limited to, the right to obtain damages, restitution, specific performance and injunctive relief. All rights and remedies provided for herein or which are otherwise available at law or in equity shall be distinct, separate, and cumulative and may be exercised concurrently, independently or successively in any order whatsoever and as often as the occasion therefore arises.
 - 5. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supercedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter, other than requirements concerning sidewalks and/or lighting contained in a plat of the Property.
 - 6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or count for more than one such counterpart.
 - 7. This Agreement shall be binding upon and shall inure to the parties and their successors and assigns.

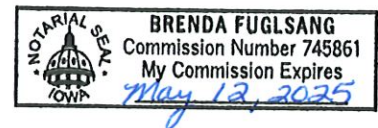
EXECUTED the day and year first above written.

By: Charles A Lepak
Charles Lepak

STATE OF IOWA, POLK COUNTY, ss:

On this 8th day of August, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared Charles A. Lepak and _____, to me known to be the person named in and who executed the foregoing instrument to which this is attached; and acknowledged that they executed the instrument as their voluntary act and deed.

Brenda Fuglsang
Notary Public in and for said State



EXECUTED the day and year first above written.

Mark Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, _____, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Mark Holm** and **Michelle Yuska**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the **City of Ankeny, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, _____; and that **Mark Holm** and **Michelle Yuska**, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a proposal from Alpha Landscapes, LLC in the amount of \$69,693.00 for the construction of the North Ankeny Boulevard & 18th Street: Landscape Improvements.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Alpha Landscapes, LLC for the 18th Street & North Ankeny Boulevard: Landscaping project.

The project includes the installation of a fully-functional drip irrigation system with electrical service, the installation of perennials, ornamental grasses, amended soils, and decorative rock in all four quadrants of the 18th Street & North Ankeny Boulevard intersection.

The construction improvements include the installation of 218 perennials and 106 ornamental grasses.

Other associated improvements include installation of metered electrical service, off-site topsoil, rock-mulched planting beds with landscape fabric, permanent surface restoration, temporary traffic control, and miscellaneous associated work necessary to complete the project.

A request for proposal was sent out to fifteen (15) contractors. Two proposals were received. The results of the request for proposal were as follows:

1. Alpha Landscapes, LLC \$63,693.00

2. Country Landscapes, Inc. \$115,540.00

The Engineer's Estimate for the project was \$88,405.00. The bids ranged from 21% below the Engineer's Estimate to 31% over the Engineer's Estimate. Alpha Landscapes, LLC has completed similar work for the City of Ankeny and is currently under contract to complete a similar project along Ankeny Boulevard. They have the technical experience and capacity to undertake this project. The Public Works Department recommends award of the project to Alpha Landscapes, LLC of Slater, Iowa.

Pending City Council approval, work on the improvement shall be commenced any time after a written Notice to Proceed is issued, no earlier than August 15th, 2023 and no later than October 2nd, 2023 for Fall 2023 work, and/or no earlier than March 18th, 2024 and no later than April 15th, 2024 for Spring 2024 work. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2023. Work on the improvement is prohibited between December 1st, 2023 and March 17th, 2024.

The Contractor shall substantially complete the overall project **no later than May 24, 2024**. Substantial completion for the overall project shall be defined as all utility and irrigation construction completed and all installed plant material is accepted by the Engineer, with the adjacent streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project two (2) years after the project has been substantially completed. Full completion for the overall project shall be defined as the overall 2-year warranty period completed, any dead/diseased/dying plants replaced, and all installed plant material in a healthy condition as determined by the Engineer. **The overall 2-year warranty period is defined as an initial 1-year establishment period after installation is accepted by the Engineer, immediately followed by an additional 1-year warranty period after expiration of the 1-year establishment period, in accordance with SUDAS Standard Specifications Section 9030, 3.13, B.**

FISCAL IMPACT: No

The project is included in the current 2023-2027 Capital Improvements Program for 2023 construction.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a proposal from Alpha Landscapes, LLC for the 18th Street & North Ankeny Boulevard: Landscaping project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Contract

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PROPOSAL FROM ALPHA LANDSCAPES, LLC IN THE AMOUNT OF \$69,693.00 FOR THE CONSTRUCTION OF THE 18TH STREET & N ANKENY BOULEVARD: LANDSCAPING PROJECT.

WHEREAS, the City of Ankeny desires to install a drip irrigation sytem, perennials, ornanmental grasses and decorative rock in the corners of the 18th Street & North Ankeny Boulevard intersection, as a follow-up project to the NW 18th Street Reconstruction – NW Ash Drive to North Ankeny Boulevard project, and;

WHEREAS, a request for proposal was sent out to fifteen (15) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Alpha Landscapes, LLC	\$69,693.00
Country Landscapes, Inc.	\$115,540.00
Engineer's Estimated Cost	\$88,405.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Alpha Landscapes, LLC in the amount of \$69,693.00 be accepted for the construction of the 18th Street & N Ankeny Boulevard: Landscaping project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 7th day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

TABULATION OF BIDS

18th Street & N Ankeny Blvd: Landscaping

City of Ankeny

120.0315.01

August 1, 2023 10:30 am

ITEM	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		1		2	
						ALPHA LANDSCAPES SLATER, IOWA		COUNTRY LANDSCAPES AMES, IOWA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	\$ 9,000.00	\$ 9,000.00	\$ 5,595.00	\$ 5,595.00	\$ 2,500.00	\$ 2,500.00
2	Temporary Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00
3	Perennials, 1 Gallon Container, w/ Warranty	EA	218	\$ 25.00	\$ 5,450.00	\$ 22.00	\$ 4,796.00	\$ 25.00	\$ 5,450.00
4	Ornamental Grasses, 1 Gallon Container, w/ Warranty	EA	106	\$ 30.00	\$ 3,180.00	\$ 22.00	\$ 2,332.00	\$ 25.00	\$ 2,650.00
5	Off-site Amended Topsoil, 12" Depth	CY	53	\$ 150.00	\$ 7,950.00	\$ 90.00	\$ 4,770.00	\$ 200.00	\$ 10,600.00
6	Rock Mulch, 3" Depth, 1 1/2" Clean River Rock w/ Commercial Grade Landscape Fabric	TN	23	\$ 275.00	\$ 6,325.00	\$ 250.00	\$ 5,750.00	\$ 180.00	\$ 4,140.00
7	Conventional Seeding and Fertilizing, Type 6 Salt-resistant Mixer, and Bonded Fiber Matrix (BFM) Hydromulching	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00
8	Electrical Service for Irrigation System	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 11,500.00	\$ 11,500.00	\$ 10,000.00	\$ 10,000.00
12	Drip Irrigation System	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 30,950.00	\$ 30,950.00	\$ 64,200.00	\$ 64,200.00
TOTAL BASE BID:					\$ 88,405.00	\$ 69,693.00		\$ 115,540.00	
BID SECURITY:						10%		10%	

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 7th day of August, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Alpha Landscapes, LLC, 31273 510th Ave, Slater, IA 50244, hereinafter called the "Contractor."

WITNESSETH:

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

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

North Ankeny Boulevard & 18th Street: Landscape Improvements

North Ankeny Boulevard & 18th Street Landscape Improvements includes the installation of a fully-functional drip irrigation system with electrical service, the installation of perennials, ornamental grasses, amended soils, and decorative rock in all four quadrants of the North Ankeny Boulevard and 18th Street intersection.

The construction improvements include the installation of 218 perennials and 106 ornamental grasses. Other associated improvements include installation of metered electrical service, off-site topsoil, rock-mulched planting beds with landscape fabric, permanent surface restoration, temporary traffic control, 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 Sixty-nine Thousand, Six Hundred and Ninety-three DOLLARS (\$69,693.00), 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 complete the project as described in the Notice to Bidders as noted below:

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than August 15th, 2023 and no later than October 2nd, 2023 for Fall 2023 work, and/or no earlier than March 18th, 2024 and no later than April 15th, 2024 for Spring 2024 work.** The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in August 2023. **Work on the improvement is prohibited between December 1st, 2023 and March 17th, 2024.**

The Contractor shall substantially complete the overall project **no later than May 24th, 2024.** Substantial completion for the overall project shall be defined as all utility and irrigation construction completed and all installed plant material is accepted by the Engineer, with the adjacent streets, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project two (2) years after the project has been substantially completed. Full completion for the overall project shall be defined as the overall 2-year warranty period completed, any dead/diseased/dying plants replaced, and all installed plant material in a healthy condition as determined by the Engineer. **The overall 2-year warranty period is defined as an initial 1-year establishment period after installation is accepted by the Engineer, immediately followed by an additional 1-year warranty period after expiration of the 1-year establishment period, in accordance with SUDAS Standard Specifications Section 9030, 3.13, B.**

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

JURISDICTION:

By Mark E. Holm, Mayor

(Seal)
ATTEST:



Michelle Yuska, City Clerk

CONTRACTOR:

Alpha Landscapes
Contractor

By [Signature]
Signature

President
Title

31273 510th Ave.
Street Address

Slater, IA 50244
City, State, Zip Code

515-984-2651
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C 1 3 2 8 - 4 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 ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

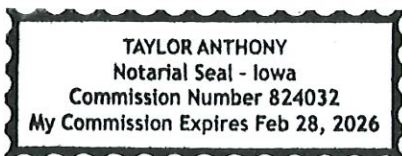
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Story County)

On this 11th day of August, 2023, before me a Notary Public in and for said county, personally appeared Riley Martin, to me personally known, who being by me duly sworn did say that person is President of said Alpha Landscapes, 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 Alpha Landscapes, by authority of its managers and the said President acknowledged the execution of said instrument to be the voluntary act and deed of said Alpha Landscapes, by it voluntarily executed.



Taylor Anthony

Notary Public in and for the State of Iowa
My commission expires 2/28/26, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

Item No.	Item	Unit	Total	Unit Price	Total Price
1.	Mobilization	LS	1	\$5,595.00	\$5,595.00
2.	Temporary Traffic Control	LS	1	\$2,500.00	\$2,500.00
3.	Perennials, 1 Gallon Container, with Warranty	EA	218	\$22.00	\$4,796.00
4.	Ornamental Grasses, 1 Gallon Container, with Warranty	EA	106	\$22.00	\$2,332.00
5.	Off-Site Amended Topsoil, 12" Depth	CY	53	\$90.00	\$4,770.00
6.	Rock Mulch, 3" Depth, 1 ½" Clean River Rock with Commercial Grade Landscape Fabric	TN	23	\$250.00	\$5,750.00
7.	Conventional Seeding and Fertilizing, Type 6 Salt-resistant Mixture, and Bonded Fiber Matrix (BFM) Hydromulching	LS	1	\$1,500.00	\$1,500.00
8.	Electrical Service for Irrigation System	LS	1	\$11,500.00	\$11,500.00
9.	Drip Irrigation System	LS	1	\$30,950.00	\$30,950.00

TOTAL CONTRACT AMOUNT = \$69,693.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Alpha Landscapes, LLC, as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Sixty-nine Thousand, Six Hundred and Ninety-three DOLLARS (\$69,693.00), 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 7th day of August, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

North Ankeny Boulevard & 18th Street: Landscape Improvements

North Ankeny Boulevard & 18th Street Landscape Improvements includes the installation of a fully-functional drip irrigation system with electrical service, the installation of perennials, ornamental grasses, amended soils, and decorative rock in all four quadrants of the North Ankeny Boulevard and 18th Street intersection.

The construction improvements include the installation of 218 perennials and 106 ornamental grasses. Other associated improvements include installation of metered electrical service, off-site topsoil, rock-mulched planting beds with landscape fabric, permanent surface restoration, temporary traffic control, 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 improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 7th day of August, 2023.

PRINCIPAL:

Alpha Landscapes LLC

By

Contractor

Signature

President

Title

SURETY:

United Fire & Casualty Company

Surety Company

By

Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
Vice President



State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
Notary Public
My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 7th day of August 2023.



By: *Mary A. Bertsch*
Assistant Secretary,
UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Vibrant Insurance Group 2540 SE Encompass Dr Waukee IA 50263	CONTACT NAME: Cara Hellman	
	PHONE (A/C, No, Ext): 515-223-6757	FAX (A/C, No): 515-223-5344
INSURED Alpha Landscapes LLC 31273 510th Ave Slater IA 50244	E-MAIL ADDRESS: carah@vibrantins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: WEST BEND MUT INS GRP	
	INSURER B: West Bend Mutual	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1265969056 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Ongoing Ops GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			B004361	12/16/2022	12/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			B004361	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			B004361	12/16/2022	12/16/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	B004366	12/16/2022	12/16/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	☐ Leased Rented Equipment ☐ Scheduled Limit			B004361	12/16/2022	12/16/2023	Limit Limit 125,000 539,889

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: North Ankeny Boulevard & 18th Street: Landscape Improvements

CERTIFICATE HOLDER City of Ankeny, IA 410 W First Street Ankeny, IA 50023	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider a motion to adopt **RESOLUTION** accepting a proposal from Caliber Concrete LLC in the amount of \$82,437.46 for the Aspen Ridge Trail project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Caliber Concrete LLC for the construction of the Aspen Ridge Trail project.

The Aspen Ridge Trail project includes the construction of approximately 750 SY of 5" thick sidewalks, and topdressing of approximately 3 acres of the existing park. Other associated improvements include sidewalk excavation, temporary traffic control, erosion control, temporary erosion control, signage, grading, culvert installation, seeding with hydromulch, and miscellaneous associated work necessary to complete the project.

Bid invitations were sent to twenty (20) contractors. Four (4) bids were received for the project as follows:

Caliber Concrete, LLC \$82,437.46

Howser Concrete Unlimited \$135,650.00

MNM Concrete Specialist \$166,990.00

Howrey Construction \$169,591.00

Pending project approval, work on the improvement shall commence no earlier than August 22, 2023. The Contractor shall substantially complete the project by October 27, 2023. Substantially complete shall be defined as all grading, utilities and pavement construction completed, with sidewalks fully open to traffic. The Contractor shall fully complete the project by April 30, 2024.

The Engineer's estimated cost for the project was \$177,343.00. Caliber Concrete LLC has completed successful projects for the city in the past and they have the technical experience to complete this project. The Parks & Recreation Department recommends awarding the Aspen Ridge Trail project to Caliber Concrete LLC, of Adair, Iowa.

FISCAL IMPACT: No

The Aspen Ridge Trail project is included in the 2023-2027 CIP with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends awarding the Aspen Ridge Trail project to Caliber Concrete LLC, of Adair, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tab
 Location Map
 Recommendation Letter
 Contract

RESOLUTION NO. 2023 -

A RESOLUTION ACCEPTING A PROPOSAL FROM CALIBER CONCRETE LLC IN THE AMOUNT OF \$82,437.46 FOR THE CONSTRUCTION OF THE 2023 ASPEN RIDGE TRAIL PROJECT.

WHEREAS, the City of Ankeny desires to construct Aspen Ridge Trail which includes the construction of approximately 750 SY of 5” thick sidewalks, topdressing of approximately 3 acres of the existing park, temporary traffic control, temporary erosion control, signage, grading, culvert installation, seeding with hydromulch, and miscellaneous associated work necessary to complete the project, and;

WHEREAS, a request for proposal was sent out to twenty (20) contractors, and;

WHEREAS, the results of the request for proposal are as follows:

Caliber Concrete, LLC	\$82,437.46
Howser Concrete Unlimited	\$135,650.00
MNM Concrete Specialists	\$166,990.00
Howrey Construction	\$169,591.00

Engineer’s Estimated Cost	\$176,043.00
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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Caliber Concrete LLC in the amount of \$82,437.46 be accepted for the construction of the 2023 Aspen Ridge Trail project, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 21st day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

BID TABULATION SHEET
ASPEN RIDGE TRAIL & PARK
NW 29TH STREET
ANKENY, IOWA 50023



BID DATE & TIME: Friday, August 11, 2023 @ 10:30 A.M.

ENGINEERS ESTIMATE						BID TABULATION							
ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	ESTIMATED TOTAL PRICE	CALIBER CONCRETE		HOWSER CONCRETE UNLIMITED		MNM CONCRETE SPECIALIST		HOWREY CONSTRUCTION	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Addendum No. 1						X		X		X		X
	EARTHWORK												
2.01	Topsoil, On-Site (5” Depth)	CY	108	\$ 20.00	\$ 2,160.00	\$ 41.12	\$ 4,440.96	\$ 10.00	\$ 1,080.00	\$ 45.00	\$ 4,860.00	\$ 163.25	\$ 17,631.00
2.02	Subgrade Preparation, 5” Depth	SY	750	\$ 8.00	\$ 6,000.00	\$ 4.00	\$ 3,000.00	\$ 8.00	\$ 6,000.00	\$ 12.00	\$ 9,000.00	\$ 10.00	\$ 7,500.00
	PIPE CULVERT												
4.01	Pipe Culvert, HPDE, Trenchless, 6” DIA.	LF	52	\$ 50.00	\$ 2,600.00	\$ 32.00	\$ 1,664.00	\$ 50.00	\$ 2,600.00	\$ 175.00	\$ 9,100.00	\$ 100.00	\$ 5,200.00
	PORTLAND CEMENT SHARED USE PATHS												
7.01	Sidewalk, PCC, 5-Inch Non-Reinforced	SY	750	\$ 140.00	\$ 105,000.00	\$ 54.61	\$ 40,957.50	\$ 85.00	\$ 63,750.00	\$ 55.00	\$ 41,250.00	\$ 75.00	\$ 56,250.00
7.02	Sidewalk Assurance Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,200.00	\$ 3,200.00	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
	TEMPORAY TRAFFIC CONTROL												
8.01	Temporary Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 250.00	\$ 250.00	\$ 9,675.00	\$ 9,675.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
8.02	Traffic Signs	EA	4	\$ 1,200.00	\$ 4,800.00	\$ 300.00	\$ 1,200.00	\$ 260.00	\$ 1,040.00	\$ 400.00	\$ 1,600.00	\$ 250.00	\$ 1,000.00
8.03	Wood Posts	LF	60	\$ 5.00	\$ 300.00	\$ 5.00	\$ 300.00	\$ 52.00	\$ 3,120.00	\$ 120.00	\$ 7,200.00	\$ 100.00	\$ 6,000.00
	SITE WORK AND LANDSCAPING												
9.01	Aeration	AC	3	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 800.00	\$ 2,400.00	\$ 1,500.00	\$ 4,500.00	\$ 1,750.00	\$ 5,250.00
9.02	Overseeding	AC	3	\$ 1,200.00	\$ 3,600.00	\$ 1,000.00	\$ 3,000.00	\$ 1,230.00	\$ 3,690.00	\$ 8,000.00	\$ 24,000.00	\$ 2,250.00	\$ 6,750.00
9.03	Topdressing	AC	3	\$ 1,500.00	\$ 4,500.00	\$ 2,500.00	\$ 7,500.00	\$ 3,755.00	\$ 11,265.00	\$ 9,000.00	\$ 27,000.00	\$ 6,500.00	\$ 19,500.00
9.04	Conventional Seeding, Type 1	AC	0.07	\$ 21,700.00	\$ 1,519.00	\$ 30,000.00	\$ 2,100.00	\$ 26,000.00	\$ 1,820.00		\$ 3,700.00	\$ 15,000.00	\$ 1,050.00
9.05	Silt Fence	LF	40	\$ 3.00	\$ 120.00	\$ 10.00	\$ 400.00	\$ 13.00	\$ 520.00	\$ 10.00	\$ 400.00	\$ 15.00	\$ 600.00
9.06	Silt Fence, Removal	LF	40	\$ 2.50	\$ 100.00	\$ 10.00	\$ 400.00	\$ 6.50	\$ 260.00	\$ 2.00	\$ 80.00	\$ 5.00	\$ 200.00
9.07	Inlet Protection Device, Type 1	EA	2	\$ 900.00	\$ 1,800.00	\$ 300.00	\$ 600.00	\$ 325.00	\$ 650.00	\$ 500.00	\$ 1,000.00	\$ 250.00	\$ 500.00
9.08	Inlet Protection Device, Maintenance	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 100.00	\$ 200.00	\$ 130.00	\$ 260.00	\$ 50.00	\$ 100.00	\$ 55.00	\$ 110.00
9.09	Temporary Erosion Control, Hydromulching	AC	0.07	\$ 9,200.00	\$ 644.00	\$ 22,500.00	\$ 1,575.00	\$ 26,000.00	\$ 1,820.00		\$ 3,700.00	\$ 15,000.00	\$ 1,050.00
	MISC												
11.01	Mobilization / Insurance / Bonds / Site Preparation	LS	1	\$ 28,600.00	\$ 28,600.00	\$ 8,850.00	\$ 8,850.00	\$ 20,000.00	\$ 20,000.00	\$ 8,000.00	\$ 8,000.00	\$ 22,500.00	\$ 22,500.00
11.02	Concrete Washout	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
TOTAL AMOUNT BID =				\$	\$ 177,343.00		\$ 82,437.46		\$ 135,650.00		\$ 166,990.00		\$ 169,591.00



Aspen Ridge Trail



August 15, 2023

City of Ankeny Parks & Recreation
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

Attn: Nick Lenox, Director of Parks & Recreation

Re: Aspen Ridge Trail & Park
NW 29th Street
Ankeny, Iowa

Dear Nick:

We received the bids for the Aspen Ridge Trail & Park Improvements project on Friday August 11, 2023 at 10:30 a.m. We had great participation with (4) contractors submitting a bid. We distributed electronic bid documents to over 20 different companies. We feel this was a very good response to the timing for this bid and it is a clear indication of the cost of this project.

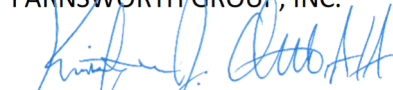
The most recent construction Opinion of Probable Costs, provided to you at time of issuing the bid documents on July 24, 2023, was \$176,043.

The apparent low bid, from Caliber Concrete, LLC of \$82,437.46 is well below the most recent cost estimate. All (4) bids received were below the Opinion of Probable Costs.

Based on the strong participation and the bids received, we strongly recommend moving forward with awarding the contract for construction for the Aspen Ridge Trail & Park Improvements project to Caliber Concrete, LLC of Adair, Iowa. Farnsworth Group and the Ankeny Public Works Department have both worked with Caliber Concrete, LLC in the past and find them to be a responsive, responsible, reputable, capable, and competent contractor.

Sincerely,

FARNSWORTH GROUP, INC.



Kristofer J. Orth, AIA
Architecture Principal

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 21st day of August, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Caliber Concrete, LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

Aspen Ridge Trail & Park

The improvements include the construction of approximately 750 SY of 5" thick sidewalks, and topdressing of approximately 3 acres of the existing park. Other associated improvements include sidewalk excavation, temporary traffic control, erosion control, temporary erosion control, signage, grading, culvert installation, mobilization, seeding with hydromulch, 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 Eighty-two thousand four hundred thirty-seven and 46/100 DOLLARS (\$ 82,437.46), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

The Contractor shall substantially complete the project by **October 27, 2023**. Substantially complete shall be defined as all grading, utilities and pavement construction completed, with sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **Four Hundred Dollars (\$400.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project by **April 30, 2024** after the substantial completion date. Fully complete shall be defined as all landscaping and permanent seeding 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 Dollars (\$200.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

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

JURISDICTION:

By _____

(Seal)
ATTEST:

CONTRACTOR:

Caliber Concrete LLC
Contractor

By _____
Signature

Coowner
Title

309 Audubon St
Street Address

Adair Ia. 50002
City, State, Zip Code

515-979-2004
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1155-86 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

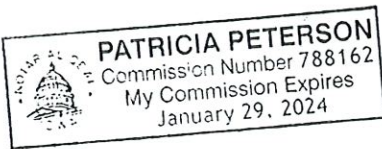
NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Adair County)

On this 16th day of August, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Martin and Co-owner, to me known, who, being by me duly sworn, did say that they are the Co-owner, and Co-owner, 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 Jason Martin and Co-owner acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Patricia Peterson
Notary Public in and for the State of Iowa
My commission expires January 29, 2024

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

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

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

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

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, On-Site (5" Depth)	CY	108	\$ 41.12	\$ 4,440.96
2.02	Subgrade Preparation, 5" Depth	SY	750	\$ 4.00	\$ 3,000.00
	PIPE CULVERT				
4.01	Pipe Culvert, HPDE, Trenchless, 6" DIA.	LF	26 52	\$ 32.00	\$ 1,664.00
	PORTLAND CEMENT SHARED USE PATHS				
7.01	Sidewalk, PCC, 5-Inch Non-Reinforced	SY	750	\$ 54.61	\$ 40,957.50
7.02	Sidewalk Assurance Testing	LS	1	\$ 1,000.00	\$ 1,000.00
	TEMPORARY TRAFFIC CONTROL				
8.01	Temporary Traffic Control	LS	1	\$ 250.00	\$ 250.00
8.02	Traffic Signs	EA	4	\$ 300.00	\$ 1,200.00
8.03	Wood Posts	LF	60	\$ 5.00	\$ 300.00
	SITE WORK AND LANDSCAPING				
9.01	Aeration	AC	3	\$ 1,500.00	\$ 4,500.00
9.02	Overseeding	AC	3	\$ 1,000.00	\$ 3,000.00
9.03	Topdressing	AC	3	\$ 2,500.00	\$ 7,500.00
9.04	Conventional Seeding, Type 1	AC	0.07	\$ 30,000.00	\$ 2,100.00
9.05	Silt Fence	LF	40	\$ 10.00	\$ 400.00
9.06	Silt Fence, Removal	LF	40	\$ 10.00	\$ 400.00
9.07	Inlet Protection Device, Type 1	EA	2	\$ 300.00	\$ 600.00
9.08	Inlet Protection Device, Maintenance	EA	2	\$ 100.00	\$ 200.00
9.09	Temporary Erosion Control, Hydromulching	AC	0.07	\$ 22,500.00	\$ 1,575.00
	MISC				
11.01	Mobilization / Insurance & Bonds / Site Prep.	LS	1	\$ 8,850.00	\$ 8,850.00
11.02	Concrete Washout	LS	1	\$ 500.00	\$ 500.00

TOTAL AMOUNT BID =**\$ 82,437.46**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Caliber Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Westfield Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eighty-two thousand four hundred thirty-seven and 46/100 DOLLARS (\$ 82,437.46), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 21st day of August, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

Aspen Ridge Trail & Park

The improvements include the construction of approximately 750 SY of 5" thick sidewalks, and topdressing of approximately 3 acres of the existing park. Other associated improvements include sidewalk excavation, temporary traffic control, erosion control, temporary erosion control, signage, grading, culvert installation, mobilization, seeding with hydromulch, 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 improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 21st day of August, 2023.

PRINCIPAL:

Caliber Concrete LLC

Contractor

By

Signature

Title

Co owner

SURETY:

Westfield Insurance Company

Surety Company

By

Signature Attorney-in-Fact Officer

E. A. von Harz, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains LLC

Company Name

4200 University Ave, Suite 200

Company Address

West Des Moines, IA 50266

City, State, Zip Code

800-677-1529

Company Telephone Number

NOTE:

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

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORBACH, JOINTLY OR SEVERALLY

of **WEST DES MOINES** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **JUNE** A.D., **2022**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: 
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **20th** day of **JUNE** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **21st** day of **August** A.D., **2023**.




Frank A. Carrino, Secretary

Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com FAX (A/C, No): 515-453-9357
INSURED Caliber Concrete LLC PO Box 248, 309 Audubon St Adair IA 50002	INSURER(S) AFFORDING COVERAGE INSURER A: Middlesex Insurance Company INSURER B: Midwest Builders' Casualty Mutual Company INSURER C: INSURER D: INSURER E: INSURER F:
CALICON-01	NAIC # 23434 13126

COVERAGES**CERTIFICATE NUMBER:** 1629397744**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	A0217146	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	Y	Y	A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	WC100-0001914-2023A	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Aspen Ridge Trail & Park

City of Ankeny and Farnsworth Group, Inc. are Additional Insured - Owners, Lessees or Contractors; State or Political Subdivisions; Lessor of Leased Equipment; Owners of Leased Land; Manager or Lessor of Premise; Mortgagee, Assignee, or Receiver; Controlling Interest; Co-owner of Insured Premises; Executors, Administrators, Trustees or Beneficiaries; Vendors; Grantor of Franchises; when required in a written contract, agreement or permit on a primary and non-contributory basis with respects to the General Liability policy per form CG7125 (06/22)

City of Ankeny and Farnsworth Group, Inc. are named as Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to the See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 West 1st St
Ankeny IA 50023-1557

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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED Caliber Concrete LLC PO Box 248, 309 Audubon St Adair IA 50002	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability policy per form CG2010 (12/19)

City of Ankeny and Farnsworth Group, Inc. are named as Additional Insured - Owners, Lessees or Contractors - Products-Completed Operations with respects to the General Liability policy per form CG2037 (12/19)

General Liability Aggregate applies separately per construction project per form CG7118 (06/20)

Contractual Liability applies to the General Liability Policy per form CG0001 (04/13)

XCU coverage is included on the General Liability policy per form CG0001 (04/13)

Waiver of Subrogation applies when required in a written contract or agreement to the General Liability policy per form CG7124 (06/22)

City of Ankeny and Farnsworth Group, Inc. are named as Additional Insured when required in a written contract or agreement on a primary and non-contributory basis with respects to the Auto Liability policy per form CA7057 (06/22)

Waiver of Subrogation applies when required in a written contract or agreement to the Auto Liability policy per form CA7057 (06/22)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Umbrella is follow form

Third Party Cancellation Notification - 30 Days with respects to the General Liability policy per form IL7060 (08/15)

Third Party Cancellation Notification - 30 Days with respects to the Auto policy per form IL7060 (08/15)

Third Party Cancellation Notification - 30 Days with respects to the Umbrella policy per form IL7060 (08/15)

Cancellation Notice - 30 days with respects to the Workers Compensation policy per form WC990601 (01/11)



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2023 Pedestrian Ramp Improvements Program - Fountain View: Consider motion to approve: a) Final Change Order #2 decreasing the contract amount by \$1,220.80; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Shekar Engineering, PLC in the amount of \$183,559.81; and d) Final Payment #2 in the amount of \$108,054.20; Retainage Payment in the amount of \$9,177.99.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Shekar Engineering, PLC for the 2023 Pedestrian Ramp Improvements Program - Fountain View project.

The 2023 Pedestrian Ramp Improvements Program - Fountain View project is now complete. A series of actions are needed in order to close out this construction project:

1) Approval of the Final Change Order #2 decreasing the contract amount by \$1,220.80.

2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2023 Pedestrian Ramp Improvements Program - Fountain View project and establishes the final contract amount to be \$183,559.81.

4) Final Payment: Shekar Engineering, PLC = \$108,054.20

Retainage Payment: Shekar Engineering, PLC = \$9,177.99

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #2 decreasing the contract amount by \$1,220.80.
2. Accept the Certificate of Completion from the project engineer for the 2023 Pedestrian Ramp Improvements Program - Fountain View project.
3. Adopt the Resolution accepting the 2023 Pedestrian Ramp Improvements Program - Fountain View project with Shekar Engineering, PLC in the final contract amount of \$183,559.81; and
4. Authorize final payment to Shekar Engineering, PLC in the amount of \$108,054.20 and release of retainage payment in the amount of \$9,177.99 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 6, 2023: The council approved a motion to adopt a Resolution accepting the proposal from Shekar Engineering, PLC in the amount of \$177,141.61 for the construction of the 2023 Pedestrian Ramp Improvements Program - Fountain View project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Final Change Order
 Certificate of Completion
 Final Pay App (Release Retainage)
 Resolution

CHANGE ORDER FORM



Project Title: 2023 Pedestrian Ramp Improvements Program - Fountain View
Contractor: Shekar Engineering, P.L.C.
Address: 2600 MLK Jr. Pkwy, #200, Des Moines, IA 50310
Finance Budget Code: 936.2936.4459 **Finance Project #:** 936.4459
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: March 6, 2023 **Vendor Account #:** 8519

Date of Council Meeting: August 21, 2023 **Change Order #:** 2 (FINAL)

Purpose of Change Order:

Items #1-6 - Balance the quantities to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Intake, SW-505, 6'-8" X 2'-0", Cast-in-place	EA	(1.00)	\$ 6,669.00	\$ (6,669.00)
2	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 7" Thick	LF	29.00	\$ 74.47	\$ 2,159.63
3	Removal of Sidewalk	SY	12.80	\$ 15.56	\$ 199.17
4	Sidewalk, PCC, 6" Thick	SY	0.50	\$ 85.59	\$ 42.80
5	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	21.00	\$ 106.70	\$ 2,240.70
6	Curb and Gutter Removal, 2.0' Wide	LF	29.00	\$ 27.79	\$ 805.91
					\$ -
					\$ -
					\$ -
					\$ -

Change Order #: 2 (FINAL) makes the following adjustments to the Contract: **\$ (1,220.80)**

Contractor Accepted: Shekar Engineering, P.L.C.

Digitally signed by Matthew Sundberg, PE
 DN: cn=Matthew Sundberg, PE, o=Shekar Engineering, P.L.C., ou=Shekar Engineering, P.L.C., email=msundberg@shekar.com, c=US

Firm Name 08/08/2023
Signature **Date**

Record of Change Orders:

Original Contract Amount		\$ 177,141.61
#	Change Order Date	Amount
1	May 15, 2023	\$ 7,639.00
2	August 7, 2023	\$ (1,220.80)
3		
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15		

Engineer Approved: City of Ankeny

Digitally signed by Matthew Sundberg, PE
 DN: cn=Matthew Sundberg, PE, o=City of Ankeny, ou=City of Ankeny, email=msundberg@cityofankeny.com, c=US

Firm Name 8/8/2023
Signature **Date**

Owner Accepted: City of Ankeny

Signature **Title** Mayor
Date August 21, 2023

Attest for Owner:

Signature **Title** City Clerk
Date August 21, 2023

Revised Contract Amount \$ 183,559.81

CERTIFICATE OF COMPLETION

2023 Pedestrian Ramp Improvements Program – Fountain View

Ankeny, Iowa

August 21, 2023

This is to certify that the construction improvements on the *2023 Pedestrian Ramp Improvement Program – Fountain View* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is **\$183,559.81**. I hereby recommend acceptance of the project.

Respectfully submitted,



*Adam L. Lust, P.E.
Public Works Engineering Manager
City of Ankeny
Iowa License Number 16315*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Pedestrian Ramp Improvements Program - Fountain View
Contractor: Shekar Engineering, P.L.C
Address: 2600 MLK Jr. Pkwy, #200, Des Moines, IA 50310
Finance Budget Code: 936.2936.4459 Finance Project #: 936.4459
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: March 6, 2023 Vendor Account #: 8519

Date of Council Meeting: August 21, 2023 Payment Application #: 2 (FINAL)

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

Contract Summary:

Original Contract Amount:	\$	177,141.61	
Net Change by Change Orders:	\$	6,418.20	
Contract Amount to Date: (line 1 ± 2)	\$	183,559.81	
Total Completed and Stored to Date:	\$	183,559.81	
Retainage: 5 % of Completed Work:	\$	9,177.99	
Total Earned Less Retainage:	\$	174,381.82	
Less Previous Applications for Payment:	\$	66,327.62	
SUBTOTAL:			\$ 108,054.20
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 108,054.20
Balance to Finish, Including Retainage:	\$	9,177.99	

Contract Time Remaining: 12.00 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: Shekar Engineering, P.L.C

Digitally signed by Matthew Sundberg, PE
DN: cn=Matthew Sundberg, o=Shekar Engineering, P.L.C., ou=Project Manager, cn=Matthew Sundberg, PE
Please click I am approving this document
Date: 2023.08.08 10:42:00 -0500

Signature

Firm Name

08/08/2023

Date

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Matthew Grgurich - Civil Engineer II

E-mail:

MGrgurich@Ankenylowa.gov

Phone Number:

(515) 963-3549

Date Printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Intake, SW-505, 6'-6" X 2'-0", Cast-in-place	EA	3.00	(1.00)	2.00	\$ 6,669.00	\$ 13,338.00	1.00	\$ 6,669.00	1.00	2.00	\$ 13,338.00	0.00	100.00%
6.02	Manhole Adjustment, Sanitary, Minor, Two-Piece Casting	EA	5.00		5.00	\$ 1,667.25	\$ 8,336.25	5.00	\$ 8,336.25		5.00	\$ 8,336.25	0.00	100.00%
6.03	Remove Intake	EA	3.00		3.00	\$ 1,500.53	\$ 4,501.59	1.00	\$ 1,500.53	2.00	3.00	\$ 4,501.59	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Curb and Gutter, PCC, Class C-SUD, 2.0' Wide, 7" Thick	LF	88.00	29.00	117.00	\$ 74.47	\$ 8,712.99	35.00	\$ 2,606.45	82.00	117.00	\$ 8,712.99	0.00	100.00%
7.02	Removal of Sidewalk	SY	384.00	12.80	396.80	\$ 15.56	\$ 6,174.21	213.40	\$ 3,320.50	183.40	396.80	\$ 6,174.21	0.00	100.00%
7.03	Sidewalk, PCC, 4" Thick	SY	252.00		252.00	\$ 75.58	\$ 19,046.16	150.30	\$ 11,359.67	101.70	252.00	\$ 19,046.16	0.00	100.00%
7.04	Sidewalk, PCC, 6" Thick	SY	154.00	0.50	154.50	\$ 85.59	\$ 13,223.66	108.70	\$ 9,303.63	45.80	154.50	\$ 13,223.66	0.00	100.00%
7.05	Detectable Warnings, Galvanized Steel	SF	208.00		208.00	\$ 55.58	\$ 11,560.64	152.00	\$ 8,448.16	56.00	208.00	\$ 11,560.64	0.00	100.00%
7.06	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	630.00	21.00	651.00	\$ 106.70	\$ 69,461.70	438.90	\$ 46,830.63	212.10	651.00	\$ 69,461.70	0.00	100.00%
7.07	Curb and Gutter Removal, 2.0' Wide	LF	88.00	29.00	117.00	\$ 27.79	\$ 3,251.43	35.00	\$ 972.65	82.00	117.00	\$ 3,251.43	0.00	100.00%
TRAFFIC CONTROL														
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 6,552.00	\$ 6,552.00	0.75	\$ 4,914.00	0.25	1.00	\$ 6,552.00	0.00	100.00%
8.02	Remove and Replace Traffic Signs	EA	2.00		2.00	\$ 389.03	\$ 778.06	1.00	\$ 389.03	1.00	2.00	\$ 778.06	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25		0.25	\$ 13,642.50	\$ 3,410.63	0.25	\$ 3,410.63		0.25	\$ 3,410.63	0.00	100.00%
MISCELLANEOUS														
11.01	Mobilization	LS	1.00		1.00	\$ 5,557.50	\$ 5,557.50	0.75	\$ 4,168.13	0.25	1.00	\$ 5,557.50	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 2,016.00	\$ 2,016.00	0.75	\$ 1,512.00	0.25	1.00	\$ 2,016.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01	Intake, SW-506, 6'-0" X 6'-8", Cast-in-place	EA	0.00	1.00	1.00	\$ 7,639.00	\$ 7,639.00		\$ -	1.00	1.00	\$ 7,639.00	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 = \$ 183,559.81 PAY PERIOD = \$ 113,741.26

COMPLETED = \$ 183,559.81

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 15, 2023	\$ 66,327.62
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 66,327.62

Record of Change Orders:

No.	Date	Amount
1	May 15, 2023	\$ 7,639.00
2	August 7, 2023	\$ (1,220.80)
3		
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CHANGE ORDER TOTAL = \$ 6,418.20

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	April 3, 2023

Substantial Completion:

Contract Working Days:	50.0
Added by Change Order:	
Total Working Days:	50.0
Working Days Used to Date:	40.0
Working Days Remaining:	<u>10.0</u>

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	3.0
Working Days Remaining:	<u>2.0</u>

RESOLUTION

RESOLUTION ACCEPTING THE 2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM – FOUNTAIN VIEW

WHEREAS, on the 6th day of March, 2023, the City of Ankeny entered into contract with Shekar Engineering, P.L.C. of Des Moines, Iowa for the construction of certain public improvements generally described as construction of the 2023 Pedestrian Ramp Improvements Program – Fountain View; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on August 21, 2023.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$183,559.81 as shown in the report of the Engineer.

PASSED AND APPROVED on this 21st day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Municipal Utilities

COUNCIL GOAL:

Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

NE Crestmoor Sanitary Sewer Replacement: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$2,793.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Absolute Concrete Construction, Inc. in the amount of \$405,398.00; and d) Final Payment #2 in the amount of \$177,603.45 / Release of Retainage in the amount of \$20,269.90.

EXECUTIVE SUMMARY:

The actions before the council are the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Absolute Concrete Construction, Inc. on the NE Crestmoor Sanitary Sewer Replacement Project.

The NE Crestmoor Sanitary Sewer Replacement project is now complete including all final punch-list items. A series of actions are needed in order to close out this construction project:

1. Approval of Final Change Order #1 increasing the contract amount by \$2,793.00.

2. Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications, and that the final contract amount is \$405,398.00.

3. Resolution accepting the public improvements: This resolution approves and adopts the engineer's Certificate of Completion on the NE Crestmoor Sanitary Sewer Replacement project and establishes the final contract amount to be \$405,398.00.

4. Final Payment: Absolute Concrete Construction, Inc. = \$177,603.45

Retainage Payment: Absolute Concrete Construction, Inc. = \$30,269.90

It is recommended that the retainage payment on the project be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approval of Final Change Order #1 increasing the contract amount by \$2,793.00.

2. Accept the Certificate of Completion from the project engineer for the NE Crestmoor Sanitary Sewer Replacement project.

3. Adopt the Resolution accepting the NE Crestmoor Sanitary Sewer Replacement project with Absolute Concrete Construction, Inc. in the final contract amount to be \$405,398.00.

4. Authorize final payment to Absolute Concrete Construction in the amount of \$177,603.45 and release of retainage payment in the amount of \$20,269.90 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

November 21, 2022: Council ordered construction and set dates for bid letting and public hearing.

December 19, 2022: Council held a public hearing; adopted plans, specifications, form of contract, and estimate of cost; and awarded construction; and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #1 Final
 Pay App #2 Final
 Certificate of Completion
 Resolution

city of
Ankeny
learning all together

Date Printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE CRESTMOOR SANITARY SEWER REPLACEMENT
Contractor: Absolute Concrete Construction, Inc.
Address: 1800 Burr Oak Blvd., Grimes, IA 50190
Finance Budget Code: 656.3656.4452 Finance Project #: 656.4452
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: December 19, 2022 Vendor Account #: 4997

Date of Council Meeting: August 21, 2023 Payment Application #: 2 (final)
Payment Period: From: July 1, 2023 Through: August 4, 2023

Contract Summary:

Original Contract Amount:	\$	402,605.00	
Net Change by Change Orders:	\$	2,793.00	
Contract Amount to Date: (line 1 ± 2)	\$	405,398.00	
Total Completed and Stored to Date:	\$	405,398.00	
Retainage: <u>5</u> % of Completed Work:	\$	20,269.90	
Total Earned Less Retainage:	\$	385,128.10	
Less Previous Applications for Payment:	\$	207,524.65	
SUBTOTAL:	\$	177,603.45	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	177,603.45	
Balance to Finish, Including Retainage:	\$	20,269.90	

Contract Time Remaining: 13.50 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction, Inc.

Signature: [Signature] Firm Name: _____ Date: 8-7-23

Engineer / Consultant Approval: Nilles Associates, Inc.

Signature: [Signature] Firm Name: _____ Date: 8/7/2023

City of Ankeny Staff Approval:

Signature: [Signature] Date: 8/8/23

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

Date Printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	SUBGRADE PREPARATION, 12-IN. DEPTH	SY	1,466.00		1,466.00	\$ 8.00	\$ 11,728.00		\$ -	1,466.00	1,466.00	\$ 11,728.00	0.00	100.00%
2.02	COMPACTION TESTING	LS	1.00		1.00	\$ 725.00	\$ 725.00		\$ -	1.00	1.00	\$ 725.00	0.00	100.00%
3.01	TRENCH EXCAVATION AND BACKFILL	LS	1.00		1.00	\$ 725.00	\$ 725.00		\$ -	1.00	1.00	\$ 725.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, TRUSS, 10-INCH	LF	596.00		596.00	\$ 150.00	\$ 89,400.00		\$ -	596.00	596.00	\$ 89,400.00	0.00	100.00%
4.02	SANITARY SEWER SERVICE STUB, PVC, 4-INCH	EA	4.00		4.00	\$ 3,775.00	\$ 15,100.00		\$ -	4.00	4.00	\$ 15,100.00	0.00	100.00%
4.03	SANITARY SEWER ABANDONMENT, FIL & PLUG, 8-INCH	LF	598.00		598.00	\$ 15.00	\$ 8,920.00		\$ -	598.00	598.00	\$ 8,920.00	0.00	100.00%
4.04	SUMP SERVICE CONNECTION, 1.5-INCH	EA	2.00	(1.00)	1.00	\$ 2,500.00	\$ 2,500.00		\$ -	1.00	1.00	\$ 2,500.00	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER SERVICE CURB STOP CAP REPLACEMENT	EA	4.00		4.00	\$ 250.00	\$ 1,000.00		\$ -	4.00	4.00	\$ 1,000.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, SW-301, 48-INCH DIA.	EA	1.00		1.00	\$ 8,250.00	\$ 8,250.00		\$ -	1.00	1.00	\$ 8,250.00	0.00	100.00%
6.02	MANHOLE, SW-303, 48-INCH DIA.	EA	2.00		2.00	\$ 11,000.00	\$ 22,000.00		\$ -	2.00	2.00	\$ 22,000.00	0.00	100.00%
6.03	INTERNAL DROP CONNECTION	EA	1.00		1.00	\$ 1,900.00	\$ 1,900.00		\$ -	1.00	1.00	\$ 1,900.00	0.00	100.00%
6.04	CONNECT TO EXISTING MANHOLE	EA	2.00		2.00	\$ 9,200.00	\$ 9,200.00		\$ -	2.00	2.00	\$ 9,200.00	0.00	100.00%
6.05	SANITARY STRUCTURE ABANDONMENT	EA	1.00		1.00	\$ 3,250.00	\$ 3,250.00		\$ -	1.00	1.00	\$ 3,250.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	PAVEMENT, PCC, 7-INCH NON-REINFORCED	SY	1,429.00	77.00	1,506.00	\$ 88.00	\$ 132,528.00	1,506.00	\$ 132,528.00		1,506.00	\$ 132,528.00	0.00	100.00%
7.02	PCC SAMPLES AND TESTING	LS	1.00		1.00	\$ 3,250.00	\$ 3,250.00	1.00	\$ 3,250.00		1.00	\$ 3,250.00	0.00	100.00%
7.03	PAVEMENT REMOVAL	SY	1,429.00	77.00	1,506.00	\$ 16.00	\$ 24,096.00	1,506.00	\$ 24,096.00	1,506.00	1,506.00	\$ 24,096.00	0.00	100.00%
7.04	SIDEWALK PAVEMENT, PCC, 5-INCH	SY	75.00		75.00	\$ 120.00	\$ 9,000.00	75.00	\$ 9,000.00		75.00	\$ 9,000.00	0.00	100.00%
7.05	SIDEWALK RAMP, PCC, 8-INCH, NON-REINFORCED	SF	452.00		452.00	\$ 28.00	\$ 12,656.00	452.00	\$ 12,656.00		452.00	\$ 12,656.00	0.00	100.00%
7.06	SIDEWALK REMOVAL	SY	125.00		125.00	\$ 16.00	\$ 2,000.00		\$ -	125.00	125.00	\$ 2,000.00	0.00	100.00%
7.07	DETECTABLE MARKINGS, CAST-IN-PLACE	SF	80.00		80.00	\$ 72.00	\$ 5,760.00	80.00	\$ 5,760.00		80.00	\$ 5,760.00	0.00	100.00%
TRAFFIC CONTROL														
8.01	TRAFFIC CONTROL	LS	1.00		1.00	\$ 11,750.00	\$ 11,750.00	0.50	\$ 5,875.00	0.50	1.00	\$ 11,750.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
9.01	CONVENTIONAL SEEDING, TYPE 1	AC	0.20		0.20	\$ 3,000.00	\$ 600.00	0.20	\$ 600.00		0.20	\$ 600.00	0.00	100.00%
9.02	MULCHING - BONDED FIBER MATRIX	AC	0.40		0.40	\$ 4,500.00	\$ 1,800.00	0.40	\$ 1,800.00		0.40	\$ 1,800.00	0.00	100.00%
9.03	WATTLES, STRAW, 9-IN. DIA.	LF	610.00	(610.00)	0.00	\$ 2.50	\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.04	WATTLES REMOVAL	LF	610.00	(610.00)	0.00	\$ 0.50	\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.05	STABILIZED CONSTRUCTION ENTRANCE	SY	45.00	(45.00)	0.00	\$ 20.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
9.06	INLET PROTECTION DEVICE, DRAIN	EA	6.00		6.00	\$ 185.00	\$ 1,110.00		\$ -	6.00	6.00	\$ 1,110.00	0.00	100.00%
9.07	INLET PROTECTION DEVICE, SURFACE	EA	1.00	(1.00)	0.00	\$ 185.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
9.08	INLET PROTECTION DEVICE, MAINTENANCE	EA	18.00	(12.00)	6.00	\$ 25.00	\$ 150.00	6.00	\$ 150.00		6.00	\$ 150.00	0.00	100.00%
MISCELLANEOUS														
11.01	MOBILIZATION	LS	1.00		1.00	\$ 25,000.00	\$ 25,000.00	0.50	\$ 12,500.00	0.50	1.00	\$ 25,000.00	0.00	100.00%
11.02	CONCRETE WASHOUT	LS	1.00		1.00	\$ 1,100.00	\$ 1,100.00	1.00	\$ 1,100.00		1.00	\$ 1,100.00	0.00	100.00%
CHANGE ORDER ITEMS														
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 405,398.00 PAY PERIOD = \$ 186,451.00

COMPLETED = \$ 405,398.00

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 207,524.65
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 207,524.65

Record of Change Orders:

No.	Date	Amount
1	August 21, 2023	\$ 2,793.00
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CHANGE ORDER TOTAL = \$ 2,793.00

Contract Time Remaining:

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

Substantial Completion:

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

Full Completion:

Contract Working Days:	55.0
Added by Change Order:	
Total Working Days:	55.0
Working Days Used to Date:	41.5
Working Days Remaining:	13.5

CERTIFICATE OF COMPLETION

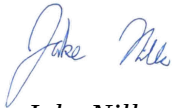
NE CRESTMOOR SANITARY SEWER REPLACEMENT

Ankeny, Iowa

August 21, 2023

This is to certify that the construction improvements on the **NE Crestmoor Sanitary Sewer Replacement** project have been completed in substantial compliance with the plans and specifications for the project. The final contract amount is **\$405,398.00**. I hereby recommend acceptance of the project.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Jake Nilles".

Jake Nilles

P.E., C.P.E.S.C.

Nilles Associates, Inc.

Iowa License Number 26369

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE NE CRESTMOOR SANITARY SEWER REPLACEMENT", 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 NE CRESTMOOR SANITARY SEWER REPLACEMENT

WHEREAS, on the **19th** day of **December**, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Absolute Concrete Construction, Inc.** of **Grimes, Iowa**, for the construction of certain public improvements generally described as the NE Crestmoor Sanitary Sewer Replacement; 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 **August 21, 2023**:

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, and the public improvements are hereby approved and accepted as having been fully completed in accordance with the plans, specifications and form of contract and the total final construction cost thereof is hereby determined to be **\$405,398.00**, as shown in the report of the Engineer.

PASSED AND APPROVED this 21st day of August, 2023.

Mayor

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

2023 Pedestrian Ramp Improvements Program - Barclay: Consider motion to approve: a) Final Change Order #1 increasing the contract amount by \$4,284.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvements with Concrete Connection, LLC in the amount of \$184,284.00; and d) Final Payment #2 in the amount of \$96,711.66; Retainage Payment in the amount of \$9,214.20.

EXECUTIVE SUMMARY:

The actions before the Council are the approval of the final Change Order, acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Concrete Connection, LLC for the 2023 Pedestrian Ramp Improvements Program - Barclay project.

The 2023 Pedestrian Ramp Improvements Program - Barclay project is now complete. A series of actions are needed in order to close out this construction project:

- 1) Approval of the Final Change Order #1 increasing the contract amount by \$4,284.00.

2) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial compliance with the plans and specifications.

3) Resolution accepting the public improvements: This Resolution approves and adopts the Engineer's Certificate of Completion for the 2023 Pedestrian Ramp Improvements Program - Barclay project and establishes the final contract amount to be \$184,284.00.

4) Final Payment: Concrete Connection, LLC = \$96,711.66

Retainage Payment: Concrete Connection, LLC = \$9,214.20

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following actions:

1. Approve final Change Order #1 increasing the contract amount by \$4,284.00.
2. Accept the Certificate of Completion from the project engineer for the 2023 Pedestrian Ramp Improvements Program - Barclay project.
3. Adopt the Resolution accepting the 2023 Pedestrian Ramp Improvements Program - Barclay project with Concrete Connection, LLC in the final contract amount of \$184,284.00; and
4. Authorize final payment to Concrete Connection, LLC in the amount of \$96,711.66 and release of retainage payment in the amount of \$9,214.20 in accordance with the terms of the contract.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 6, 2023: The council approved a motion to adopt a Resolution accepting the proposal from Concrete Connection, LLC in the amount of \$180,000.00 for the construction of the 2023 Pedestrian Ramp Improvements Program - Barclay project.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Final Change Order
 Certificate of Completion
 Final Pay App (Release Retainage)
 Resolution

CHANGE ORDER FORM



Project Title: 2023 Pedestrian Ramp Improvements Program - Barclay
Contractor: Concrete Connection, LLC
Address: 5170 NW Beaver Dr, Johnston, IA 50131
Finance Budget Code: 936.2936.4459 **Finance Project #:** 936.4459
Vendor Project #: N/A **Purchase Order #:** N/A
Original Contract Date: March 6, 2023 **Vendor Account #:** 8575

Date of Council Meeting: August 21, 2023 **Change Order #:** 1 (FINAL)

Purpose of Change Order:

Item #1 - Balance the quantities to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	47.60	\$ 90.00	\$ 4,284.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order #: 1 (FINAL) makes the following adjustments to the Contract: **\$ 4,284.00**

Contractor Accepted: Concrete Connection, LLC

Signature: [Signature] Firm Name: Concrete Connection, LLC Date: 8/11/23

Engineer Approved: City of Ankeny

Signature: [Signature] Firm Name: City of Ankeny Date: 8/15/23

Owner Accepted: City of Ankeny

Signature: _____ Title: Mayor
 Date: August 21, 2023

Attest for Owner:

Signature: _____ Title: City Clerk
 Date: August 21, 2023

Record of Change Orders:

Original Contract Amount		\$ 180,000.00
#	Change Order Date	Amount
1	August 21, 2023	\$ 4,284.00
2		
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Revised Contract Amount **\$ 184,284.00**

CERTIFICATE OF COMPLETION

2023 Pedestrian Ramp Improvements Program - Barclay

Ankeny, Iowa

August 21, 2023

This is to certify that the construction improvements on the *2023 Pedestrian Ramp Improvements Program - Barclay* project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is *\$184,284.00*. I hereby recommend acceptance of the project.

Respectfully submitted,



*Adam L. Lust, P.E.
Public Works Engineering Manager
City of Ankeny
Iowa License Number 16315*

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: 2023 Pedestrian Ramp Improvements Program - Barclay
Contractor: Concrete Connection, LLC
Address: 5170 NW Beaver Dr, Johnston, IA 50131
Finance Budget Code: 936.2936.4459 Finance Project #: 936.4459
Vendor Project #: N/A Purchase Order #: N/A
Original Contract Date: March 6, 2023 Vendor Account #: 8575

Date of Council Meeting: August 21, 2023 Payment Application #: 2 (FINAL)
Payment Period: From: July 2, 2023 Through: August 5, 2023

Contract Summary:

Original Contract Amount:	\$	180,000.00	
Net Change by Change Orders:	\$	4,284.00	
Contract Amount to Date: (line 1 ± 2)	\$	184,284.00	
Total Completed and Stored to Date:	\$	184,284.00	
Retainage: 5 % of Completed Work:	\$	9,214.20	
Total Earned Less Retainage:	\$	175,069.80	
Less Previous Applications for Payment:	\$	78,358.14	
SUBTOTAL:	\$	96,711.66	

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 96,711.66

Balance to Finish, Including Retainage: \$ 9,214.20

Contract Time Remaining: 19.00 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: Concrete Connection, LLC
Firm Name
Signature: *Don Barth* Date: 8/11/23

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

City of Ankeny Staff Approval:
Signature: *Emily Soares* Date: 8/15/23

Submit to: Emily Soares - Civil Engineer 1
E-mail: ESoares@AnkenyIowa.gov Phone Number: 515-963-3542

Date Printed: 8/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
6.01	STRUCTURES FOR SANITARY AND STORM SEWERS													
6.01	Intake, SW-501, 3'-0" x 2'-0", Cast-In-Place	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	0.00	\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
6.02	Manhole Adjustment, Sanitary, Minor, Two-Piece Casing	EA	4.00		4.00	\$ 1,500.00	\$ 6,000.00	4.00	\$ 6,000.00	0.00	4.00	\$ 6,000.00	0.00	100.00%
6.03	Remove Intake	EA	1.00		1.00	\$ 1,500.00	\$ 1,500.00	0.00	\$ -	1.00	1.00	\$ 1,500.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.01	Curb and Gutter, PCC, Class C-SUD, 2'-0" Wide, 7" Thick	LF	100.00		100.00	\$ 35.00	\$ 3,500.00	35.50	\$ 1,242.50	64.50	100.00	\$ 3,500.00	0.00	100.00%
7.02	Removal of Sidewalk	SY	660.00		660.00	\$ 18.00	\$ 11,880.00	376.00	\$ 6,768.00	284.00	660.00	\$ 11,880.00	0.00	100.00%
7.03	Sidewalk, PCC, Class C, 4" Thick	SY	365.00		365.00	\$ 75.00	\$ 27,375.00	182.00	\$ 13,650.00	183.00	365.00	\$ 27,375.00	0.00	100.00%
7.04	Sidewalk, PCC, Class C, 5" Thick	SY	20.00		20.00	\$ 110.00	\$ 2,200.00	20.00	\$ 2,200.00	0.00	20.00	\$ 2,200.00	0.00	100.00%
7.05	Sidewalk, PCC, Class C, 6" Thick	SY	210.00		210.00	\$ 110.00	\$ 23,100.00	120.00	\$ 13,200.00	90.00	210.00	\$ 23,100.00	0.00	100.00%
7.06	Detachable Warnings, Galvanized Steel	SF	280.00		280.00	\$ 80.00	\$ 22,400.00	152.00	\$ 12,160.00	128.00	280.00	\$ 22,400.00	0.00	100.00%
7.07	Full Depth Patches, PCC, Class C-SUD, 7" Thick	SY	520.00		520.00	\$ 90.00	\$ 51,084.00	320.60	\$ 28,854.00	247.00	567.60	\$ 51,084.00	0.00	100.00%
7.08	Curb and Gutter Removal, 2'-0" Wide	LF	100.00	47.50	147.50	\$ 35.00	\$ 5,162.50	35.50	\$ 1,242.50	64.50	100.00	\$ 3,500.00	0.00	100.00%
	TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 11,245.00	\$ 11,245.00	0.55	\$ 6,184.75	0.45	1.00	\$ 11,245.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25		0.25	\$ 20,000.00	\$ 5,000.00	0.25	\$ 5,000.00	0.00	0.25	\$ 5,000.00	0.00	100.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$ 9,500.00	\$ 9,500.00	0.50	\$ 4,750.00	0.50	1.00	\$ 9,500.00	0.00	100.00%
11.02	Concrete Washout	LS	1.00		1.00	\$ 1,000.00	\$ 1,000.00	0.55	\$ 550.00	0.45	1.00	\$ 1,000.00	0.00	100.00%
	CHANGE ORDER ITEMS													
12.01					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.02					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.03					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.04					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK										CONTRACT = \$ 184,284.00 PAY PERIOD = \$ 101,801.75				
										COMPLETED = \$ 184,284.00				
										100.00%				

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	July 17, 2023	\$ 78,358.14
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 78,358.14

Record of Change Orders:

No.	Date	Amount
1	August 21, 2023	\$ 4,284.00
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CHANGE ORDER TOTAL = \$ 4,284.00

Contract Time Remaining:

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

Substantial Completion:

Contract Working Days:	40.0
Added by Change Order:	
Total Working Days:	40.0
Working Days Used to Date:	23.0
Working Days Remaining:	17.0

Full Completion:

Contract Working Days:	5.0
Added by Change Order:	
Total Working Days:	5.0
Working Days Used to Date:	3.0
Working Days Remaining:	2.0

RESOLUTION

RESOLUTION ACCEPTING THE 2023 PEDESTRIAN RAMP IMPROVEMENTS PROGRAM – BARCLAY

WHEREAS, on the 6th day of March, 2023, the City of Ankeny entered into contract with Concrete Connection, LLC of Johnston, Iowa for the construction of certain public improvements generally described as construction of the 2023 Pedestrian Ramp Improvements Program – Barclay; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on August 21, 2023.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$184,284.00 as shown in the report of the Engineer.

PASSED AND APPROVED on this 21st day of August, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider a motion to enter into an agreement with the Iowa Civil Rights Commission (ICRC) from July 1, 2023 - June 30, 2024 for the reimbursement of city staff time in processing discrimination claims referred to the ICRC.

EXECUTIVE SUMMARY:

The City (Ankeny Civil Rights Commission) and the ICRC mean to extend their formal relationship through this agreement that allows the City to be reimbursed for time and expenses associated with referring cases to the ICRC.

FISCAL IMPACT: **No**

Costs will be reimbursed as expended and at the levels noted in the agreement, up to annual maximum of \$33,000.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to enter into an agreement with the Iowa Civil Rights Commission for Fiscal Year 2023-24.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

📎 [ICRC Communication Letter FY2024](#)

📎 [FY2024 ICRC Cooperative Agreement](#)



STATE OF IOWA

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

KRISTEN STIFFLER, EXECUTIVE DIRECTOR

July 28, 2023

Ankeny Human Rights Commission
410 W. First Street
Ankeny, Iowa 50023

Re: FY24 Cooperative Agreement Proposals

To Whom it May Concern,

Enclosed please find the FY24 proposed cooperative agreement. Please continue using the electronic submission spreadsheet that was sent to you last year. I am happy to address any questions related to that issue. Where a complaint is eligible for federal disbursement pursuant to the ICRC's worksharing agreements with the EEOC and HUD, if the ICRC's claim is rejected, there will be no payment to the local commission. In order to ensure fairness for all local commissions, I am not able to change the terms of the agreement for any one agency. The total amount of funds the ICRC will spend on this program is \$33,000. These funds will be provided on a first come, first serve basis. Once the \$33,000 has been expended, we will no longer be able to provide reimbursement. We will let you know if we get close to using up all of the funding.

If your agency intends to sign a workshare agreement, we must receive the signed agreement no later than September 1, 2023. This should allow sufficient time for your agency to coordinate and collect the appropriate signatures as required by your local ordinances or city government. This cut-off date ensures that I can better manage the ICRC budget and resources.

I hope you will consider taking advantage of this program, which provides an excellent opportunity for your commission to receive funds from the ICRC, help reduce your caseload/backlog, and does not obligate your agency to refer any cases to the ICRC beyond those you would like to get reimbursement for. Those local commissions with direct agreements with the EEOC and/or HUD will not be eligible for payment by the ICRC if payment is also received by the EEOC or HUD, as such would be considered double-dipping. Additionally, please note that the amount of disbursement by the ICRC for intake on EEOC cases under the ICRC cooperative agreement is higher than the amount paid by the EEOC.

Please do not hesitate to contact me if you have any questions.

Most sincerely,



Kristen Stiffler

Executive Director

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, IA 50319

Kristen.Stiffler@iowa.gov

Phone (515) 281-4121

Enc: FY24 Contract

COOPERATIVE AGREEMENT
Between Ankeny Human Rights Commission
&
IOWA CIVIL RIGHTS COMMISSION

1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:

- a) "ICRC" means the Iowa Civil Rights Commission.
- b) "Local agency" means Ankeny Human Rights Commission and must comply with the requirements of Iowa Code §216.19
- c) "Fiscal Year 2024" runs from July 1, 2023 to June 30, 2024.

2. **Authority:** In order to effectuate the purposes of the "Iowa Civil Rights Act," (ICRA) the ICRC now enters into a Cooperative Agreement with the Ankeny Human Rights Commission. Iowa Code §216.19.

3. **Purpose:** Our purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. We have designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.

4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Ankeny Human Rights Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.

3. **Period:** This Cooperative Agreement will run during Fiscal Year 2024. There is no commitment on the part of ICRC to contract with the Ankeny Human Rights Commission for the resolution of complaints after June 30, 2024.

4. **Total Amount:** The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2024 is \$33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.

5. **Payment Date:** ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by

the ICRC to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, credit has been approved by that agency. In the case of payment for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the ICRC no later than September 1, 2023. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. Payment Schedule*:**

(a) Intakes: See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. For purposes of the contract, intake is defined as receipt by the ICRC of a completed, signed, jurisdictional complaint in any area covered by the ICRA, including housing, that are forwarded to the ICRC for processing and investigation, with accompanying release, contact information and jurisdictional review documentation. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.

(b) Resolutions: See Schedule A (attached) for definitions and rate of payment based on time received. For purposes of the contract, resolution includes case closures resulting in Satisfactory Adjustments, Administrative Closures for reasons other than failure to cooperate or unable to locate, No Probable Cause Orders, Probable Cause Orders or closures after Public Hearings. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency to the EEOC or HUD for contract credit or payment by the federal agencies, in which case, the ICRC will provide no payment. Settlement agreements for cross-filed EEOC cases cannot include a no-rehire clause or global release and must indicate in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language or that is missing the required EEOC voluntary settlement language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC. In the case of resolutions on complaints cross-filed with the EEOC, if the EEOC refuses credit for the resolution, the ICRC's payment obligations under this agreement shall be extinguished. HUD prohibits ICRC from seeking credit for housing complaints cross-filed with HUD, and any such complaints should be referred to the ICRC for investigation after intake.

(c) **Jurisdictional:** Any and all complaints submitted for credit and payment must be jurisdictional, including meeting the 300 day limit when the complaint is received by the ICRC, and must be a claim under the Iowa Civil Rights Act.

7. **Maintenance of Effort:** Iowa Code §216.19(2) provides that a city with a population of 29,000 or greater shall maintain an independent local civil/human rights agency, shall structure and adequately fund the local human/civil rights agency in order to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the "Iowa Civil Rights Act," and when staff is provided, the local agency or commission shall have control over such staff. The ICRC reserves the right to deny payment for closures which appear to have been adversely affected by a failure to comply with this code section or any other reasonable indication of lack of independence or neutrality by the local agency in its investigation of the complaint, and such may serve as grounds justifying termination of this agreement.

8. **Information Sharing:** Pursuant to I.A.C r. 161—11.10, the filing of a complaint or confidential information pertaining to a complaint covered by this agreement may be shared between the parties to this agreement as part of the routine use of such records, to administer the program for which the information is collected.

9. **Confidentiality:** Pursuant to I.A.C r. 161—1.6(4)(e)(4) and Iowa Code Section 215.15(5), the Ankeny Human Rights Commission agrees not to disclose the filing of a complaint or confidential information pertaining to a complaint covered by this agreement until the complaint has been officially set for public hearing. Once a complaint has been officially set for public hearing, the Ankeny Human Rights Commission agrees not to disclose confidential information pertaining to the complaint that is not publically available except as allowed by ICRC's rules.

10. **Reports:** The local agency agrees to submit quarterly reports on the electronic templates provided by the ICRC to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on October 5, 2023 (for July 1 — September 30, 2023 activity); January 5, 2024 (October 1 — December 31, 2023 activity); April 5, 2024 (for January 1 - March 31, 2024 activity), and July 15, 2024 (for April 1 - June 30, 2024 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2024. Cases submitted after July 15, 2024, will not be paid.

11. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.

12. This contract recognizes the 300-day filing period for initial complaints, as set forth in Iowa Code Ch. 216, is measured by the day the complaint is received by the ICRC, not the day received by the local commission. Therefore, local commissions are responsible for ensuring that cases are received by the ICRC within 300 days of the date of the last incident of discrimination. The local agency agrees that complaints that are not received by the ICRC within the 300 day time limit are not jurisdictional on their face and no payment will be made in that case. To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or by email, by 4:30 pm, Monday through Friday. The ICRC prefers email (icrc@iowa.gov) over fax, as email has historically been more reliable. Complaints received (or sent by email) after 4:30 pm will be considered filed on the next business day.

13. **Closures.** Closure submissions for case resolutions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission and a copy of the local commission's findings/decision. All closure documents including settlement agreements and withdrawals must include local and state case numbers, and when cross-filed with EEOC, federal case number. Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is Incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

Mayor or Designee

Date

David Jones, City Manager, Ankeny, Iowa

Date

Kristen Stiffler, Executive Director, Iowa Civil Rights Commission

Date

SCHEDULE A

***The following summarizes the payment schedule.

Intake: (See definition for Intake below)	Complaint sent to ICRC for processing and investigation within 7 days (housing) or 30 days (non-housing) of initial filing date with local agency.	\$500 for housing cases eligible for cross-filing with HUD; \$250 for employment cases eligible for cross-filing with EEOC; \$125 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 7 days but within 30 days (housing); greater than 30 days but within 60 days (non-housing) of initial filing date with local agency.	\$250 for housing cases eligible for cross-filing with HUD; \$150 for employment cases eligible for cross-filing with EEOC; \$75 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 30 days (housing) or 60 days (non-housing) of initial filing date with local agency.	\$0
Resolutions for Non-housing Cases: (See definition for Resolutions below)	Complaint Resolutions sent to ICRC for closure processing within 180 days of initial filing date with local agency.	\$325 for cases eligible for cross-filing with EEOC; \$100 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 180 days but within 600 days of initial filing date with local a agency.	\$200 for cases eligible for cross-filing with EEOC; \$50 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 600 days of initial filing date with local a agency.	\$0

For the purpose of this contract the definition for the terms of payments are as follows:

"INTAKE"

A completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.

"RESOLUTIONS"

Case closures resulting in an administrative closure (except for failure to cooperate or locate Complainant); conciliated and settled cases; satisfactory adjustments; No Probable Cause Orders; Probable Cause Orders; and closures after Public Hearing.

"INITIAL FILING"

Initial filing date will be determined by local file-stamp receipt date shown on the complaint. All complaints must show a local file-stamp receipt date. Credit may be rejected for complaints without a local file-stamp receipt date.



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Fire

COUNCIL GOAL:

Exercise Financial Discipline

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Contractor Agreement with Public Consulting Group for Ground Emergency Medical Transportation (GEMT) Provider Cost Reporting.

EXECUTIVE SUMMARY:

The Ankeny Fire Department recommends re-signing a contractor agreement with Public Consulting Group (PCG), to prepare the cost reports needed to capture the additional revenue offered through the Ground Emergency Medical Transportation (GEMT) program. We continue to use PCG for GEMT and this contract is to renew for the FY 2024 year. The program is designed to bridge the gap between actual costs for EMS transports and what Medicaid reimburses. The Fire Department will receive a cost-based, supplemental payment on a prospective basis for emergency ground transportation of Medicaid Fee-for-Service (FFS) and Medicaid Managed Care (MCO) patients.

The command staff and finance department have met several times on the requirements of the cost reporting, including several conference calls with the State and PCG. Based on the requirements of the program, we

simply don't have the resources to complete the extensive data collection and financial information needed. Failure to renew the contract and submit data to GEMT by the deadline will result in a 10% reduction in reimbursements for an entire year. Staff continues to believe that PCG has the resources and experience to handle all of issues raised above. PCG currently operates in several states and now are representing multiple cities in Iowa.

FISCAL IMPACT: Yes

Total compensation for this agreement will be based on a contingency fee of 11% of the federal share of payments received by the City under the GEMT program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Contractor Agreement with Public Consulting Group for Ground Emergency Medical Transportation (GEMT) Provider Cost Reporting.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Contract

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into by and between the City of Ankeny (“CLIENT”) and Public Consulting Group LLC (“PCG”) as of August 2, 2023 (“Effective Date”).

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure “supplemental payments”, and

WHEREAS, CONTRACTOR is under contract with Iowa Emergency Services Association (“IEMSA”) to provide GEMT services to its membership, and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

- 1. Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the “Contracted Services”). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.
- 2. Term.** The Agreement will be effective from the Effective Date through June 30, 2026, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.
 - a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.
 - b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.
4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.
5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:

Miles Brown
Senior Consultant
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
720-274-6305
mbrown@pcgus.com

For CLIENT:

Daniel Schellhase
Deputy Chief
City of Ankeny
120 NW Ash Dr.
Ankeny, IA 50023
515-965-6477
DSchellhase@AnkenyIowa.gov

6. Relationship of the Parties

- a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.
- b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.
- c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.
- e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.

7. Record Maintenance. With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

8. Insurance. PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

9. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party:

(i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

10. **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.
11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the “Disclosing Party”) may convey to the other party (the “Receiving Party”) information that is considered proprietary and confidential to the Disclosing Party.
 - a. “Proprietary or Confidential Information” is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term “Proprietary or Confidential Information” shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as “confidential” or “proprietary” by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term “Proprietary or Confidential Information” includes the original information provided by Disclosing Party as well as all copies.
 - b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
 - c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.

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- d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.
 - e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.
 - f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.
 - g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.
 - h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
 - i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.
 - j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

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- k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:
- i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
 - ii. Consult with the Disclosing Party on the appropriate response to the request;
 - iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
 - iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- j.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- k.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.
- l.** Other than as set forth above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.

- m. This Agreement and its terms shall be treated as Proprietary and Confidential Information.

12. As-Is Information and Data

The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CLIENT. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered.

- 13. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

- 14. Non-Solicitation:** During the term of this Agreement and for one year thereafter, neither CLIENT nor PCG shall, without the prior written consent of the other party, directly or indirectly solicit, entice, encourage, offer special inducements, or otherwise recruit any of the other party's employees. However, notwithstanding anything above to the contrary, this Section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, an employee of the other party who answers an advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

- 15. Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

- 16. Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

- 17. Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

- 18. Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

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19. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
20. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Iowa, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the State of Iowa shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.
21. **Miscellaneous**
- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
 - b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.
 - c. Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.
 - d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force

majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- f. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.
- g. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

CITY OF ANKENY

PUBLIC CONSULTING GROUP LLC

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTACHMENT A
CONTRACTED SERVICES
Ground Emergency Medical Transportation (GEMT) Program

PCG will provide the below Contracted Services will be utilized for three (3) state fiscal year cost reporting cycles, defined as July 1st to June 30th, commencing with fiscal year 2023.

- A. CLIENT provides countywide ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- B. CLIENT provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for CLIENT to participate in the GEMT Program.
- C. This GEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. PCG shall be familiar with the GEMT Program in the State of Iowa, and all the rules, regulations and requirements associated with the Program.
- E. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to the State of Iowa within the time frame prescribed by the Department of Human Services (DHS).
- F. PCG shall have knowledge of the data and cost reporting principles specified in Iowa Statutes.
- G. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- H. CLIENT will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

- I. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- J. If the completed cost report is rejected by DHS, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- K. PCG shall keep CLIENT informed of all updates relating to the GEMT program and estimate the impact of future changes in Medicaid reimbursement.
- L. PCG shall support CLIENT in establishing the legal and operational ground to participate in the GEMT program.
- M. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- N. PCG shall monitor claims and cash flows of GEMT program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.
- O. PCG agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by CLIENT under the GEMT Program.
- P. If, as a result of an audit by the DHS, a refund is required by CLIENT, PCG agrees to return the portion of the compensation fee that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

ATTACHMENT B COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG Eleven Percent (11%) of the federal share portion of reimbursements received by CLIENT under the GEMT program for the state fiscal year cost reporting cycles set forth in Attachment A.

PCG will not receive any compensation until all GEMT reimbursements are received by CLIENT. All reimbursement realized by CLIENT from the supplemental payment program for EMS shall be paid in full directly from the DHS to CLIENT. PCG will invoice and receive its compensation after the receipt of reimbursement is received by CLIENT for the GEMT program.

PCG will invoice CLIENT based on the reimbursements within 45 days of receipt of funds by CLIENT.



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-58.

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-58.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 2nd Reading

LEGAL:

No Review Required

SUBJECT:

Ord 2148: An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides.

EXECUTIVE SUMMARY:

As the City of Ankeny continues to grow, occasional updates and changes are needed in the regulations governing public on-street parking in order to support traffic safety and mobility. The proposed revisions to Chapter 69 Parking Regulations, recommended by the Public Works Department, cover four primary purposes:

- to support traffic safety in street sections where additional travel lanes, such as left-turn lanes, are designated at intersections;
- to support on-street parking in residential neighborhoods with specific challenges;
- to support intersection traffic safety by reducing sightline obstructions to on-coming vehicles;
- to support traffic flow on major thoroughfares.

FISCAL IMPACT: **No**

The associated expense will be for the sign procurement. Installation will be completed by City staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept second consideration of Ordinance 2148 to amend Chapter 69, Parking Regulations, of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

Letters were sent on June 1, 2023 to residents along the street sections where changes to parking regulations are proposed. Modifications to the proposed upgrade have been made due to resident concerns received.

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2148.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance
 Map Chapter 69.04 Angle Parking
 Map Chapter 69 NW Quadrant
 Map Chapter 69 NW 19th St Ct
 Map Chapter 69 NE Quadrant
 Map Chapter 69 SE Quadrant
 Map Chapter 69 SW Quadrant

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 69, PARKING REGULATIONS,
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 69 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 69.04, Angle Parking, be and is hereby amended to delete the stricken language and to include the underlined language:

Angle or diagonal parking is permitted on public streets only where parking spaces are properly marked to indicate individual angle or diagonal parking spaces. ~~in the following locations:~~

(Code of Iowa, Sec. 321.361)

- ~~1. Southwest 3rd Street. On the north side of Southwest 3rd Street from a point 100 feet west of Southwest Maple Street to a point 100 feet east of Southwest Walnut Street, and on the south side of Southwest 3rd Street from a point 100 feet west of Southwest Maple to Southwest Maple Street, and from a point 25 feet east of Southwest Cherry Street to Southwest Walnut Street;~~
- ~~2. Southwest Cherry Street. On both sides of Southwest Cherry Street from Southwest 3rd Street to Southwest 2nd Street, and on the east side of Southwest Cherry Street from a point 28 feet south of Southwest 3rd Street to a point 103 feet south of Southwest 3rd Street;~~
- ~~3. Southwest Walnut Street. On the west side of Southwest Walnut Street from Southwest 3rd Street to Southwest 2nd Street;~~
- ~~4. Southwest Maple Street. On the west side of Southwest Maple Street from a point 30 feet south of Southwest 3rd Street to a point 332 feet south on Southwest Maple Street.~~
- ~~5. Southwest 4th Street. On the north side of Southwest 4th Street from a point 15 feet west of Southwest Maple Street to a point 134 feet west on Southwest 4th Street;~~
- ~~6. Southwest Maple Street. On the east side of Southwest Maple Street from a point 217 feet south of Southwest 4th Street to a point 100 feet south on Southwest Maple Street;~~
- ~~7. Southwest 5th Street. On the north side of Southwest 5th Street from a point 20 feet east of Southwest Maple Street to a point 110 feet east on Southwest 5th Street;~~
- ~~8. Southwest 2nd Street. On the south side of Southwest 2nd Street from a point 20 feet west of Southwest Walnut Street to a point 134 feet west of Southwest Walnut Street;~~
- ~~9. Southwest School Street. On the west side of Southwest School Street from Southwest School Street and Southlawn Drive to a point 328 feet south of Southwest School Street and Southwest Southlawn Drive.~~

~~10. — Maple Street. On the west side of Maple Street from a point 50 feet south of the centerline of West 1st Street to a point 50 feet north of the centerline of Southwest 2nd Street.~~

Section 2: That Section 69.10, No Parking on North and East Sides of Streets, be and is hereby amended to include the underlined language:

1. Exceptions. Notwithstanding the provisions of this section, parking is prohibited in the following locations, but permitted along the curb opposite such locations, as follows:

W. On the south side of Northwest 19th Street and Northwest 19th Court from Northwest Boulder Ridge Lane to the east end of Northwest 19th Court

X. On the south side of Southwest Prairie Trail Parkway from Southwest College Avenue to 250 feet west of Southwest State Street

2. Exceptions. Notwithstanding the provisions of this section parking is authorized or prohibited along certain street as hereinafter set forth:

BC. Southwest White Birch Drive. Parking is prohibited on both sides of Southwest White Birch Drive from Southwest White Birch Circle to Southwest Plaza Shops Lane.

BD. Southwest Cherry Street. Parking is prohibited on both sides of Southwest Cherry Street from 100 feet north of Southwest Ordinance Road to 150 feet south of Southwest Magazine Road, except in marked parking spaces.

BE. Southwest Des Moines Street. Parking is prohibited on both sides of Southwest Des Moines Street from 200 feet north of Southwest Magazine Road to 350 feet south of Southwest Magazine Road; and between SW Prairie Trail Parkway and 250 feet north of SW Prairie Trail Parkway.

BF. Southwest College Avenue. Parking is prohibited on both sides of Southwest College Avenue from Southwest Oralabor Road to Southwest Plaza Parkway.

BG. Southwest Oralabor Frontage Road. Parking is prohibited on both sides of Southwest Oralabor Frontage Road.

BH. Northeast Threshold Drive. Parking is prohibited on both sides of Northeast Threshold Drive from Northeast 36th Street to Northeast 38th Street.

BI. Northeast 38th Street. Parking is prohibited on both sides of Northeast 38th Street west of Northeast Four Mile Drive.

BJ. Northeast 40th Street. Parking is prohibited on both sides of Northeast 40th Street from Northeast Spectrum Drive to Northeast Four Mile Drive.

BK. Southwest Prairie Trail Parkway. Parking is prohibited on both sides of Southwest Prairie Trail Parkway from Southwest Irvinedale Drive to Southwest Plaza Parkway.

BL. Southwest Woodbury Lane. Parking is prohibited on both sides of Southwest Woodbury Lane from Southwest Woodland Court to Southwest Irvinedale Drive.

Section 3: That Section 69.11, No Parking on Both Sides, be and is hereby amended to delete the stricken language and include the underlined language:

2. Major Thoroughfares. On both sides of the following major thoroughfares:

I. Southeast Eastlawn Drive from Southeast Grant Street to Ankeny Boulevard;

J. Southeast Peterson Drive from Southeast Grant Street to Ankeny Boulevard;

K. Southeast 3rd Street from Southeast Grant Street to Ankeny Boulevard;

M. Southwest 3rd Street from Southwest Maple Street to Southwest Scott Street, ~~and from Southwest Scott Street west to Southwest Flynn Drive~~, except where head-in or angle parking exists, and from Southwest State Street to Southwest 3rd Street Place;

Y. Southwest State Street, except in marked parking spaces;

II. Northeast Frisk Drive;

JJ. Southeast Frisk Drive

KK. Northeast Four Mile Drive;

LL. Southeast Four Mile Drive;

MM. Northeast Deerfield Drive from 250 feet north of Northeast 8th Street to Northeast 18th Street;

NN. Northeast Spectrum Drive;

OO. Northwest 54th Street;

PP. Northeast 54th Street;

QQ. Southeast 54th Street;

RR. Southwest 54th Street

SS. Southeast Crosswinds Drive;

TT. Southeast Corporate Woods Drive;

UU. Southeast 90th Street;

VV. Southwest Magazine Road, except in marked parking spaces;

WW. Southwest Vintage Parkway, except in marked parking spaces.

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 _____ 2023.

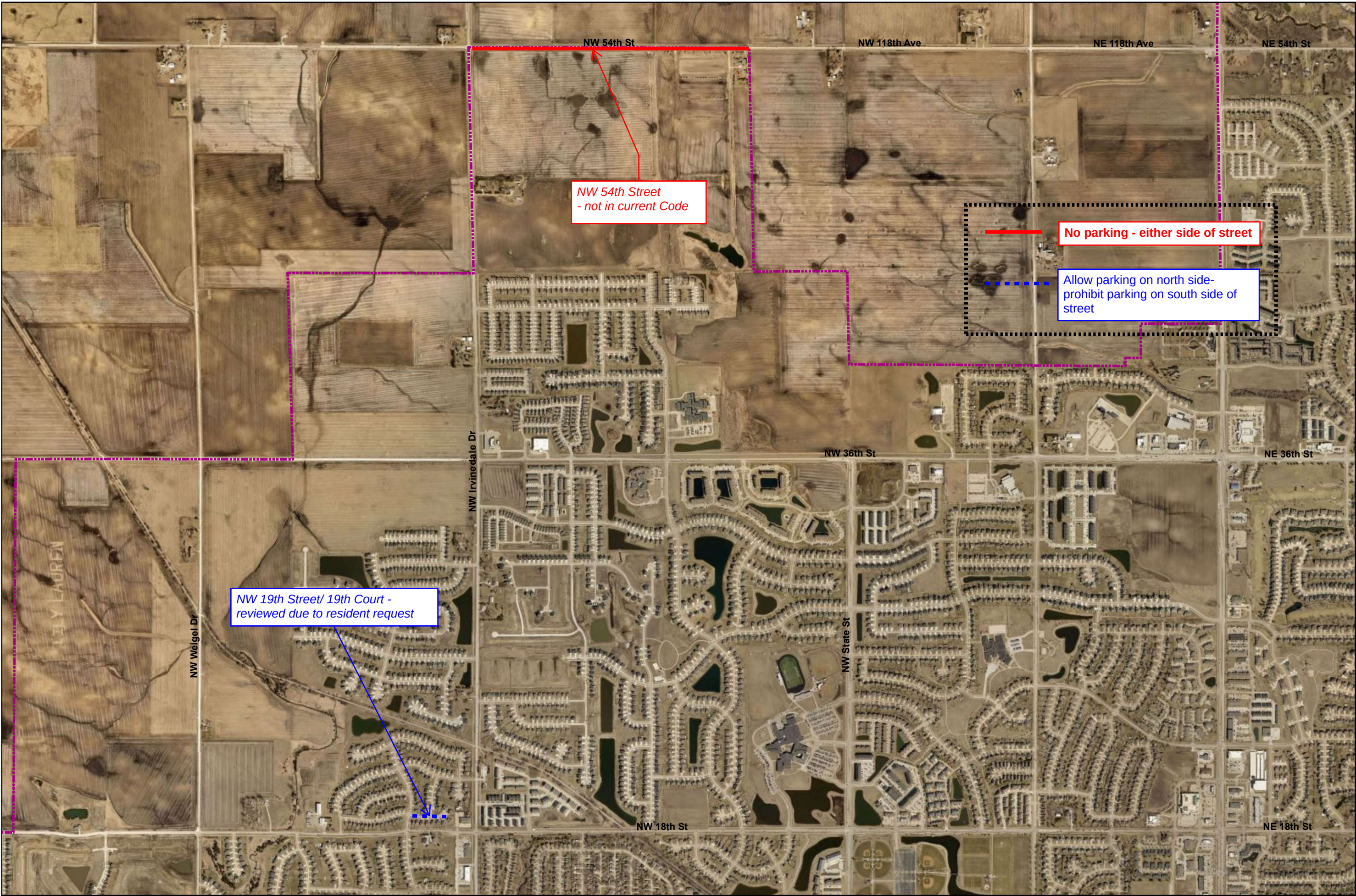
Mark E. Holm, Mayor

ATTEST:

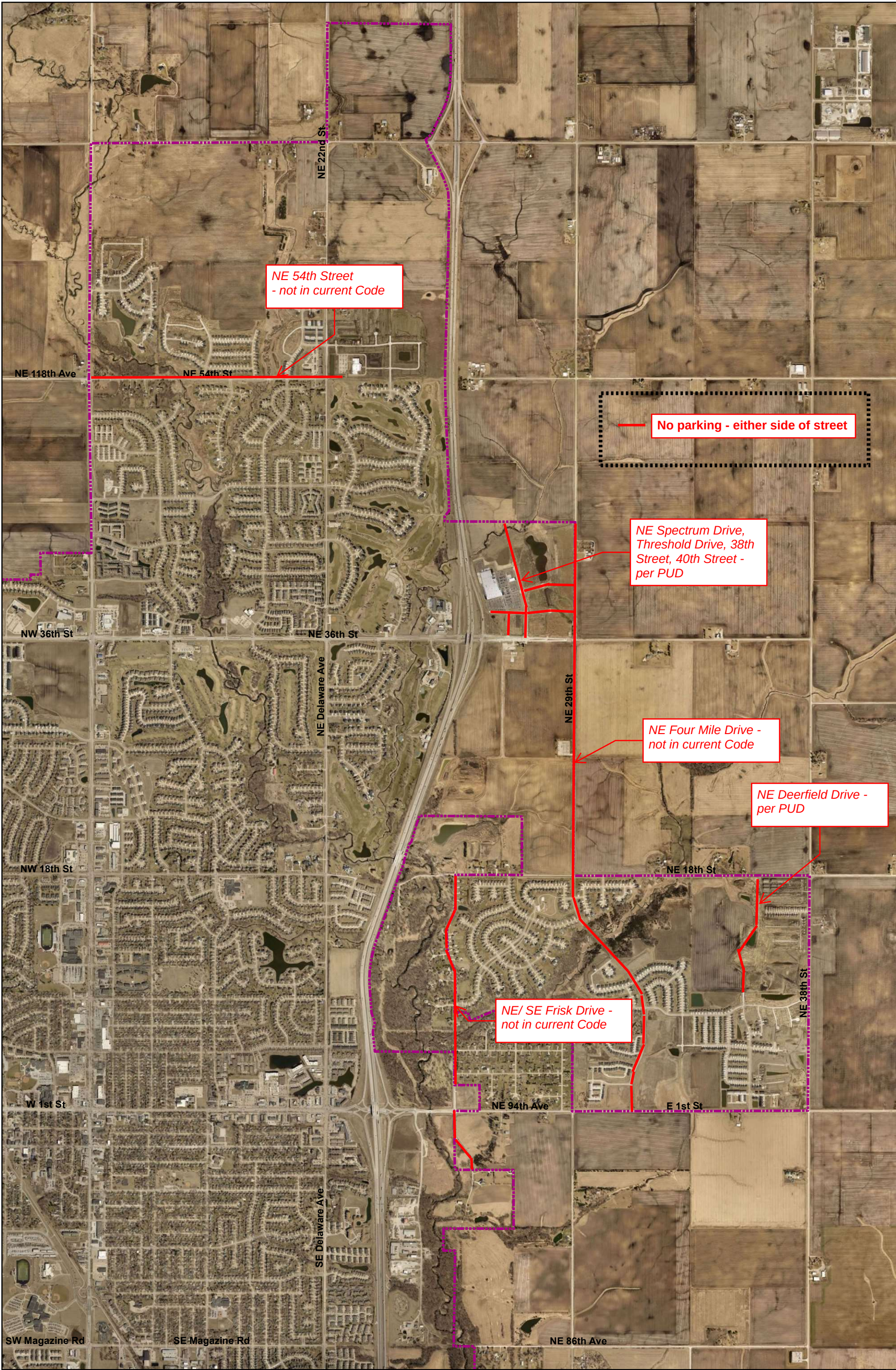
Michelle Yuska, City Clerk

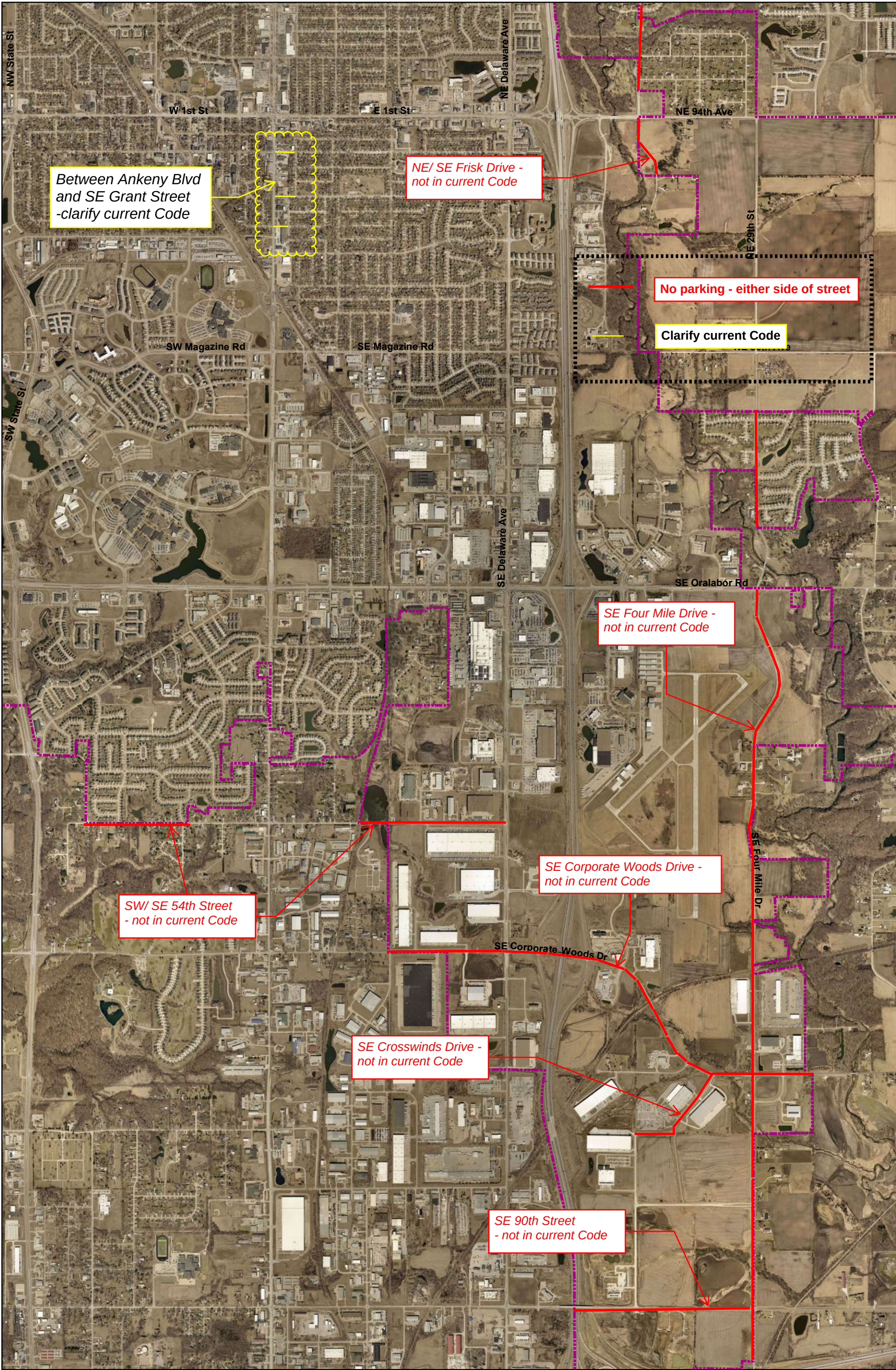
Published in the Des Moines Register
On the ____ day of _____, 2023

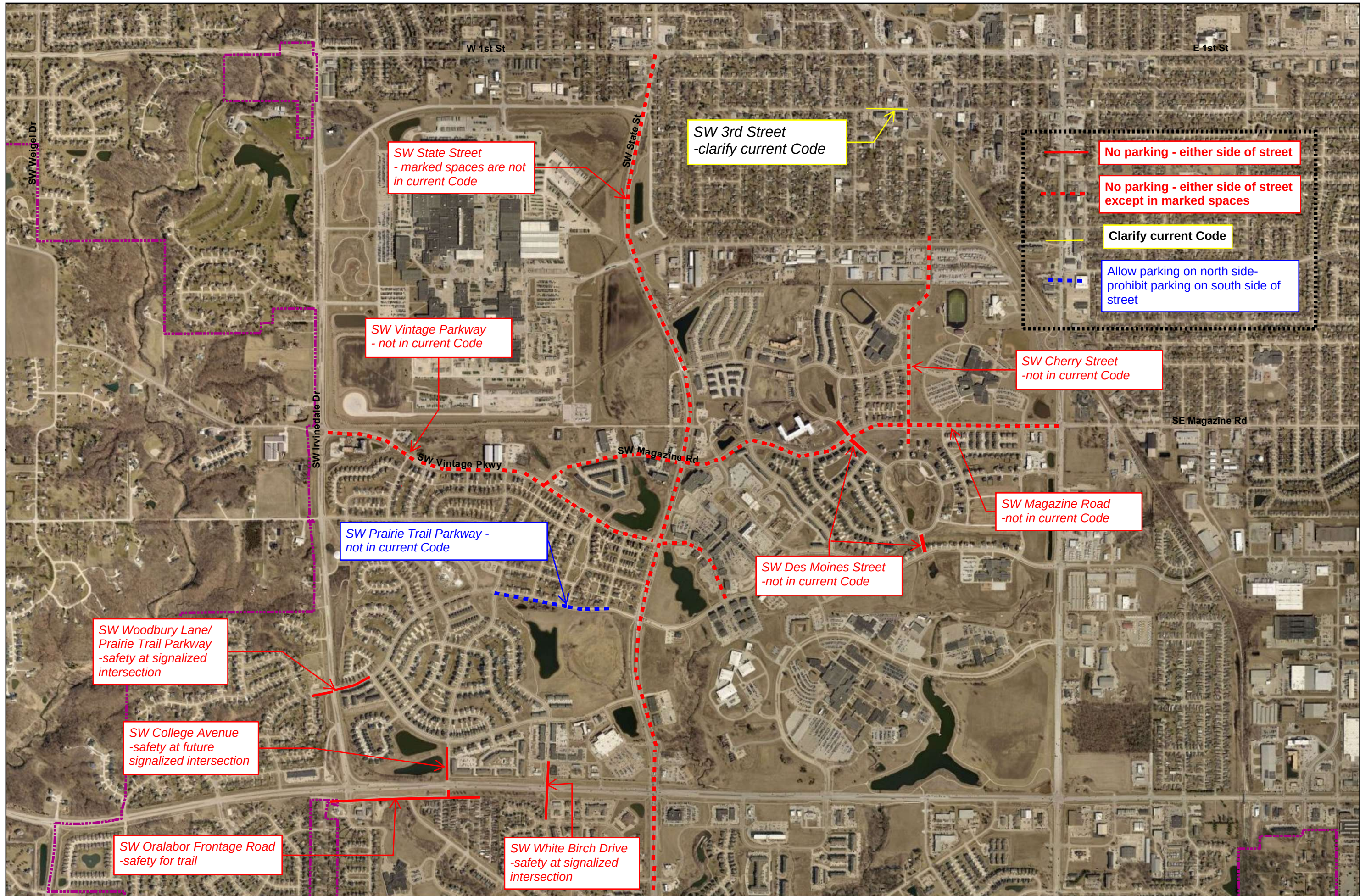
1st Con _____
2nd Con _____
3rd Con _____













ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Ord 2149: An Ordinance amending Chapter 94.06 of the Municipal Code of the City of Ankeny, Sewer Connection Districts Established. (PH 2023-45)

EXECUTIVE SUMMARY:
Accept first consideration of Ordinance 2149 amending the Sewer Connection Districts to add Fourmile Sanitary Sewer Connection District 3.

FISCAL IMPACT: **No**
The intent of the connection district is to recover the city's costs associated with the past and future construction of sanitary trunk sewer in the Fourmile Creek basin.

CITY MANAGER'S RECOMMENDATIONS:
Accept first consideration of ORDINANCE 2149 amending the sewer district to include the additional area included within the Fourmile Sanitary Sewer Connection District 3.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 17, 2023: The City Council approved Resolution 2023-296 setting a public hearing on the proposed adoption of an ordinance to establish a benefited district and connection fees for the Fourmile Sanitary Trunk Sewer Connection District 3. (date of hrg: 8/21/2023 @ 5:30 p.m.)

August 21, 2023: Public Hearing held on the proposed adoption of an ordinance to establish a benefited district and connection fees for the Fourmile Sanitary Sewer Connection District 3.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2149.

ADDITIONAL INFORMATION:

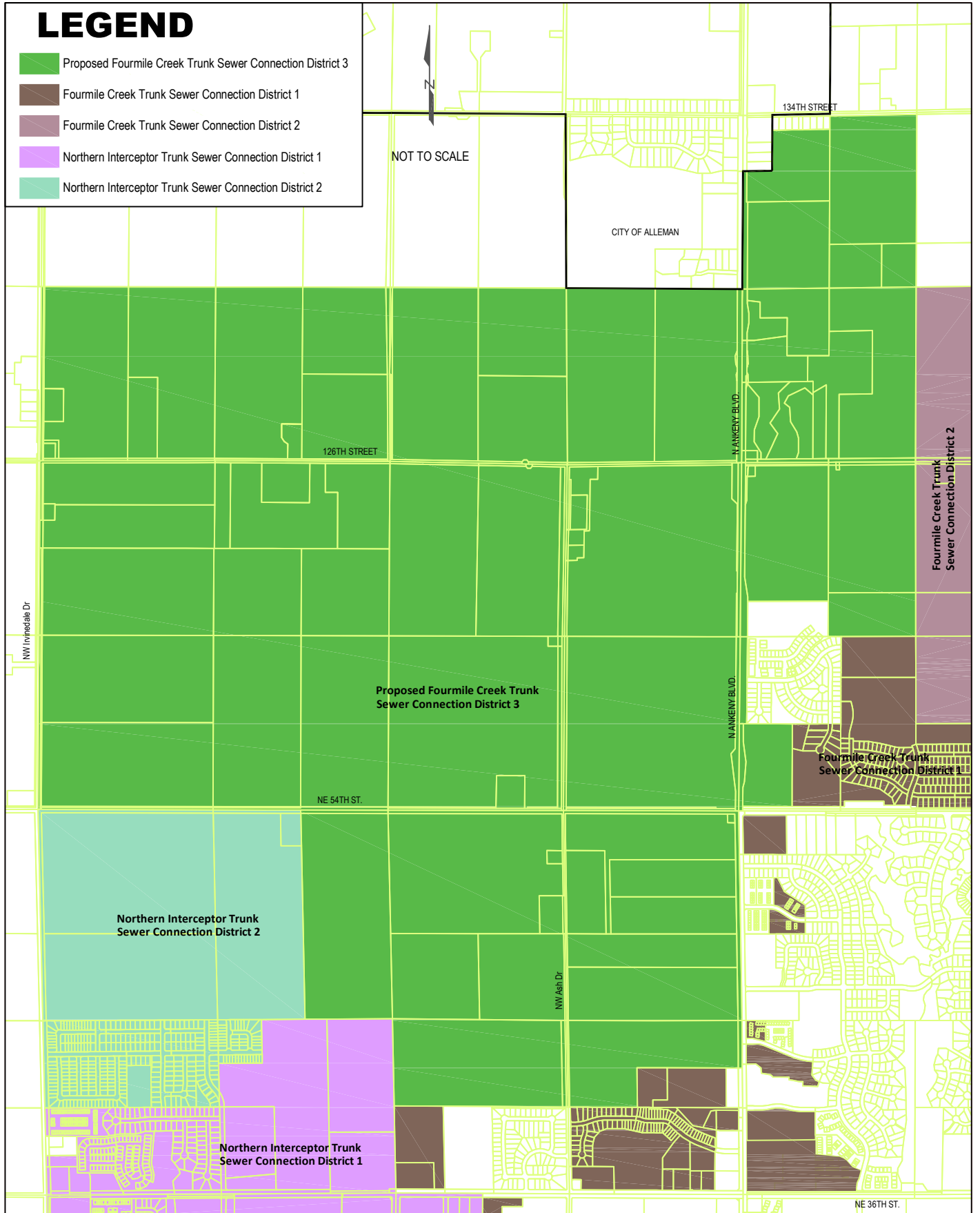
Legal publication and Notice to Property Owners was mailed to affected property owners, and Public Hearing held as required.

ATTACHMENTS:

Click to download
 Project Location Map
 Proposed Ordinance

LEGEND

-  Proposed Fourmile Creek Trunk Sewer Connection District 3
-  Fourmile Creek Trunk Sewer Connection District 1
-  Fourmile Creek Trunk Sewer Connection District 2
-  Northern Interceptor Trunk Sewer Connection District 1
-  Northern Interceptor Trunk Sewer Connection District 2



PROPOSED FOURMILE TRUNK SEWER CONNECTION DISTRICT 3



MUNICIPAL UTILITIES
DEVELOPMENT
ENGINEERING

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 94.06 OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, SEWER CONNECTION DISTRICTS ESTABLISHED.

WHEREAS, the City of Ankeny has established water and sewer connection fee districts in Chapter 94 of the Ankeny Municipal Code; and

WHEREAS, the City Council proposes that the costs of extending improvements not assessed to properties specially benefitted thereby should be recovered by the imposition of a connection fee upon the owners of properties which connect to and derive service from the municipal sanitary sewer utility; and

WHEREAS, the following connection fee ordinance has been prepared for said purpose, which ordinance establishes a certain connection fee district to be known as the Fourmile Creek Trunk Sewer Connection District 3, and provides that property owners within said district would be eligible to connect to the sanitary sewer utility upon application therefor and payment of a connection fee in the amount prescribed to be connected to and served by the sanitary sewer utility.

NOW, THEREFORE, be it Ordained by the City Council of the City of Ankeny, Iowa:

Section 1. That the Municipal Code of the City of Ankeny, Iowa, be and is hereby amended by adding a new Section, as follows:

94.06.22 Fourmile Creek Trunk Sewer Connection District 3

- A. Fourmile Creek Trunk Sewer Connection District 3 means and includes only the following described real estate and as shown on an exhibit on file in the office of the Director of Municipal Utilities:

EX W 446F N 846F- & -EX COM NW COR THN E 446.10F ALNG N LN TO POB THN E 874F S 233.05F W 873.82F N 233.05F TO POB- NW 1/4 NW 1/4 LESS .64A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-013); and

N 60 A E 1/2 NW 1/4 LESS 1 A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-003); and

SW1/4 NW1/4 LES 2.27A RD SEC 25-81-24 (GEOPARCEL # 8124-25-100-004); and

EX E 8A- S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-100-005); and

E 8A S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-100-006); and

OUTLOT X FOUR MILE FOUR (GEOPARCEL # 8124-25-376-001); and

N & E OF LN BEG 1146.74F N & 75F E OF SW COR THN SE 198F S 240F E 410F S 575.53F E TO E LN NW 1/4 SW 1/4 SEC 25-81-24 (GEOPARCEL # 8124-25-300-001); and

LOT 4 FOUR MILE FOUR (GEOPARCEL # 8124-25-326-001); and

PAR A BK 11516 PG 523 BNG BEG 1860.08F N OF SW COR THN N 606.92F E 75F SE 198F S 240F E 410F S 277.36F SW 502.5F NW 183.43F TO POB SW 1/4 LESS RD SEC 25-81-24 (GEOPARCEL # 8124-25-300-006); and

PRT LOT 1 LYG E PARCELS C & D BK 18760 PG 763 GENE'S PLACE (GEOPARCEL # 8124-25-301-003); and

LOT 1 -EX RD EAS COM SW COR SEC 25 THN N 1219.26F E 65.18F TO POB THN E 28.84F SW 93.65F N 33.71F NE 53.30F TO POB- FOUR MILE FOUR (GEOPARCEL # 8124-25-351-006); and

OUTLOT W -EX RD EAS COM SW COR SEC 25 THN N 1219.26F E 65.18F TO POB THN E 28.84F SW 93.65F N 33.71F NE 53.30F TO POB- FOUR MILE FOUR (GEOPARCEL # 8124-25-351-007); and

OUTLOT Z FOUR MILE FOUR (GEOPARCEL # 8124-25-351-003); and

LOT 2 FOUR MILE FOUR (GEOPARCEL # 8124-25-351-004); and

LOT 3 FOUR MILE FOUR (GEOPARCEL # 8124-25-351-005); and

S 181.5F W 240F SW1/4 SW1/4 LESS RD SEC 25-81-24 (GEOPARCEL # 8124-25-300-003); and

PRT LOT 1 LYG W PARCEL C BK 18760 PG 763 GENE'S PLACE (GEOPARCEL # 8124-25-301-002); and

EX E 75F & S 33F- & -EX RD EAS COM SE COR NE 1/4 SE 1/4 THN N 128.44F W 75F TO POB THN NW 52.39 N 125.40F NE 84.86F S 252F TO POB- & -EX RD EAS COM SE COR SEC 26 THN N 1242.62F W 75F TO POB THN NW 43.17F N 57.01F NE 35.74F S 133F TO POB- E 1/2 SE 1/4 SEC 26-81-24 (GEOPARCEL # 8124-26-400-003); and

W 1/2 SE 1/4 LESS 1 A RD SEC 26-81-24 (GEOPARCEL # 8124-26-400-001); and

NE 1/4 SW 1/4 SEC 26-81-24 (GEOPARCEL # 8124-26-300-003); and

EX COM SW COR SEC 26 THN E 2004.17F TO POB THN N 33F NE 39.57F E 46.1F SE 39.46F S 33F W 97.53F TO POB- SE 1/4 SW 1/4 LESS 0.926A RD SEC 26-81-24 (GEOPARCEL # 8124-26-300-005); and

W1/2 SW 1/4 LESS 2.5A RD SEC 26-81-24 (GEOPARCEL # 8124-26-300-001); and

SE 1/4 SE 1/4 LESS 2 A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-003); and

NE1/4 SE1/4 LESS 1.5A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-002); and

PARCEL C BK 15128 PG 632 PRT OF W 1/2 SE 1/4 LESS .16A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-400-005); and

EX PARCEL C BK 15128 PG 632- W 1/2 SE 1/4 LESS .84A RD SEC 27-81-24 (GEOPARCEL # 8124-27-400-004); and

LOT 1 -LESS .66 A RD- CHRISTIAN JUON EST (GEOPARCEL # 8124-27-300-003); and

LOT 2 -LESS .34 A RD- CHRISTIAN JUON EST (GEOPARCEL # 8124-27-300-002); and

EX PARCEL E BK 15611 PG 732- & -EX PARCEL D BK 15571 PG 306- PARCEL A BK 9113 PG 504 BEG W 1/4 COR OF SEC THN E ALNG N LN 1322.12F TO NE COR S 2639.33F TO SE COR W 1097.5F N 265.01F W 230.01F TO W LN N 2376.88F TO POB W 1/2 SW 1/4 LESS 2.90 RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-008); and

PARCEL E BK 15611 PG 732 COM SW COR SEC 27 THN N ALNG W LN SW 1/4 597.40F TO POB THN CONT N 497.83F THN E 350F S 497.83F W 350F TO POB W 1/2 SW 1/4 LESS .57 RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-009); and

PARCEL D BK 15571 PG 306 COM SW COR SEC 27 BNG SW COR PARCEL B BK 9113 PG 504 THN N 265.08F TO POB THN CONT N 45F E 281.54F S 310F TO S LN SEC 27 THN W 51.50F TO SE COR PARCEL B THN N 265.02F THN W 230.02F TO POB SW 1/4 SW 1/4 LESS .09A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-007); and

PARCEL B BK 9113 PG 504 S 265.01F W 230.01F SW 1/4 SW 1/4 LESS .44A RD EAS SEC 27-81-24 (GEOPARCEL # 8124-27-300-005); and

PARCEL C BK 14439 PG 496 BNG PRT LTS 3 & 5 LESS 2.73A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-008); and

PARCEL A W 230F S 245F N900F LT 3 LESS .281A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-007); and

OUTLOT X CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-100-010); and

LOT 4 LESS 1.52 A RD & S PT LOT 5 BNG E 443.7 F W 871.8 F S 1326.6 F CHRISTIAN JUON EST (GEOPARCEL # 8124-34-100-005); and

SW 1/4 NE 1/4 SEC 34-81-24 (GEOPARCEL # 8124-34-200-004); and

OUTLOT Y CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-008); and

OUTLOT Z CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-012); and

LOT 3 CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-010); and

OUTLOT Y CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-014); and

LOT 1 CHRISTIAN JUON ESTATES PLAT 3 (GEOPARCEL # 8124-34-200-013); and

LOT 1 CHRISTIAN JUON ESTATES PLAT 2 (GEOPARCEL # 8124-34-200-011); and

SE 1/4 NE 1/4 SEC 34-81-24 (GEOPARCEL # 8124-34-200-005); and

100F VAC RR ROW THRU E 1/2 NW 1/4 LESS RD EAS SEC 35-81-24 (GEOPARCEL # 8124-35-100-003); and

LOTS 7 & 8 LESS 1.02 A RD CHRISTIAN JUON EST (GEOPARCEL # 8124-35-100-001); and

EX COM NW COR SEC 35 THN E 2063.02F TO POB THN E 96.86F S 33F SW 39.46F W 45.6F NW 39.46F N 33F TO POB- E 1/2 NW 1/4 LESS 0.927A RD & 5.98 A RY SEC 35-81-24 (GEOPARCEL # 8124-35-100-004); and

LOT 2 ENGELWOOD ACRES (GEOPARCEL # 8124-35-201-003); and

LOT 1 ENGELWOOD ACRES (GEOPARCEL # 8124-35-201-002); and

PARCEL B BEG 460.3F S OF N 1/4 COR OF SEC THN S 522.7F TO NW COR ENGELWOOD ACRES E 60.01F TO E ROW LN NE 6TH ST E 250.04F N 522.7F W 250.04F TO E ROW LN 6TH ST W 60.01F TO POB NE 1/4 LESS .72A RD EAS SEC 35-81-24 (GEOPARCEL # 8124-35-201-005); and

EX PARCEL B BEG 460.3F S OF N 1/4 COR OF SEC THN S 522.7F TO NW COR ENGELWOOD ACRES E 60.01F TO E ROW LN 6TH ST E 250.04F N 522.7F W 250.04F TO E ROW LN 6TH ST W 60.01F TO POB- BEG NW COR THN E 463F S 225F W 112F S 780F W 79.5F N 22F W 271.5F N 983F TO POB NE 1/4 LESS RD SEC 35-81-24 (GEOPARCEL # 8124-35-201-004); and

EX BEG NW COR THN E 463F S 225F W 112F S 780F W 79.5F S 407F W 98F S 40F W 173.5F N 1452F TO POB- NE 1/4 LESS RD SEC 35-81-24 (GEOPARCEL # 8124-35-226-001); and

EX COM NW COR SEC 36 THN S 208.25F ON W LN SEC 36 THN E 60.01F TO POB THN E 25F NE 28F N 100F NE 34.33F TO SLY ROW LN NE 126TH AVE THN W 45.01F TO ELY ROW LN US 69 THN S 158.48F TO POB- N 208.25F W 208.25F NW 1/4 NW 1/4 LESS .57A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-006); and

W 50F N 115F E 1206.05F NE 1/4 NW 1/4 LESS .038 A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-003); and

OUTLOT Y FOUR MILE FOUR (GEOPARCEL # 8124-36-126-001); and

EX PARCEL 2020-135 BK 18074 PG 32- & -EX N 208.25F W 208.25F- & -EX COM NW COR SEC 36 THN S 208.25F ON W LN NW 1/4 THN E 60.01F TO POB THN E 25F S 358.85F SW 79.06F TO EXISTING ELY ROW LN THN N 433.44F TO POB- W 1/2 NW 1/4 LESS 5.43A RD SEC 36-81-24 (GEOPARCEL # 8124-36-100-008); and

S 1/4 E 1/2 NW 1/4 SEC 36-81-24 (GEOPARCEL # 8124-36-100-005); and

PARCEL B BK 13599 PG 404 BEG 60F E OF NW COR THN E 743.77F ALNG N LN S 1251.03F TO N ROW LN NE 118TH AV W 748.88F ALNG N ROW LN TO ELY ROW LN US HWY 69 N 281.15F ALNG ELY ROW LN NE 92.2F NE 300.4F NW 302F N 277.86F ALNG ELY ROW LN TO POB SW 1/4 SW 1/4 SEC 36-81-24 (GEOPARCEL # 8124-36-300-004); and

SE 1/4 LESS 6.6A RD & 2.4A RR SEC 35-81-24 (GEOPARCEL # 8124-35-400-001); and

EX N 150F- ABND RAILROAD ROW BNG ELY 60F LYG W & ADJ NE 6TH STREET ROW SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-008); and

N 150F ABND RAILROAD ROW BNG ELY 60F LYG W & ADJ NE 6TH STREET ROW SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-007); and

PARCEL C BK 10789 PG 213 BEG 60F W OF CNT OF SEC TO W ROW LN NE 6TH ST THN S 150F ALNG W ROW LN W 150F N 150F TO N LN E 150F TO POB NE 1/4 SW 1/4 SEC 35-81-24 (GEOPARCEL # 8124-35-300-005); and

EX E 60F & PARCEL A BK 8437 PG 534 BEG 1634F E OF SW COR THN NLY 528.07F E 430F S 528F TO S LN W 438F TO POB & PARCEL C BK 10789 PG 213 BEG 60F W OF CNT OF SEC TO W ROW LN NE 6TH ST THN S 150F ALNG W ROW LN W 150F N 150F TO N LN E 150F TO POB- SW 1/4 LESS 2.47A RD SEC 35-81-24 (GEOPARCEL # 8124-35-300-004); and

PARCEL A BEG 1634F E OF SW COR THN NLY 528.07F E 430F S 528F TO S LN W 438F TO POB SW 1/4 LESS .33A RD SEC 35-81-24 (GEOPARCEL # 8124-35-300-003); and

E 1/2 SE 1/4 LESS 1 A RD SEC 34-81-24 (GEOPARCEL # 8124-34-400-002); and

W 1/2 SE 1/4 LESS 1.52 A RD SEC 34-81-24 (GEOPARCEL # 8124-34-400-001); and

S 1/2 SW 1/4 LESS 3.515 A ROAD SEC 34-81-24 (GEOPARCEL # 8124-34-300-002); and

N 1/2 SW 1/4 LESS 1.515 A ROAD SEC 34-81-24 (GEOPARCEL # 8124-34-300-001); and

EX PARCEL 2022-7 BK 19156 PG 500- E 1/2 NE FRL 1/4 LESS RD SEC 3-80-24 (GEOPARCEL # 8024-03-200-005); and

PARCEL 2022-7 BK 19156 PG 500 E 1/2 NE FRL 1/4 LESS 0.25A RD SEC 3-80-24 (GEOPARCEL # 8024-03-200-006); and

SW 1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-003); and

EX PARCEL 2021-249 BK 19166 PG 562- SE1/4 NW FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-100-007); and

PARCEL 2021-249 BK 19166 PG 562 SE1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-008); and

LOT 1 TRIPLE J PARK PLAT 1 (GEOPARCEL # 8024-02-100-006); and

EX PARCELS D & E BEG 610F S & 25F W OF N 1/4 COR OF SEC THN S 200F WLY 235F N 200F ELY 235F TO POB- & -EX TRIPLE J PARK PLAT 1- N 1/2 NW FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-100-005); and

PARCELS D & E BEG 610F S & 25F W OF N 1/4 COR OF SEC THN S 200F WLY 235F N 200F ELY 235F TO POB NE 1/4 NW FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-100-002); and

W 112 F E 172 F S 133 F N 183 F NE FRL 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-200-002); and

EX W 112F E 172F S 133F N 183F & W 616F S 1262F & S 1125F E 1960F- N 1/2 NE FRL 1/4 LESS 3.751A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-001); and

W 616F S 1262F N1/2 NE FRL 1/4 LESS .96A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-003); and

N 562.5F S 1125F E 1960F N 1/2 NE FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-004); and

E 1960F S 562.2F N 1/2 NE FRL 1/4 LESS RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-005); and

EX S810F- S1/2 NEFRL1/4 LESS 1.09A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-006); and

S 810F S 1/2 NE FRL 1/4 LESS 1.73A RD SEC 2-80-24 (GEOPARCEL # 8024-02-200-007); and

EX E 1597.2 F S 600 F- LESS 1.92 A RD N 1/2 SE 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-400-001); and

W 60F E 85F N 1/2 SW 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-300-002); and

EX E 85F- N 1/2 SW 1/4 SEC 2-80-24 (GEOPARCEL # 8024-02-300-001)

B. The owner of any parcel included within the Fourmile Creek Trunk Sewer Connection District 3 desiring to make a service connection shall pay a connection fee. Connection fees are hereby established as follows:

<u>Effective Date</u>	<u>Sewer Connection Fee</u> <u>(per acre – 1 acre minimum)</u>
Prior to and through December 31, 2023	\$5,630
January 1, 2024	\$5,783
January 1, 2025	\$5,935
January 1, 2026	\$6,088
January 1, 2027 and thereafter	To be re-evaluated

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

Section 3. Severability. If any section, subsection, provision, sentence, clause, phrase or other part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, subsection, provision, sentence, clause, phrase or other part hereof not adjudged invalid or unconstitutional.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its passage, adoption, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk

Published in the Des Moines Register
On the ____ day of _____, 2023

1st Con ____08/21/23____(Public Hearing)
2nd Con _____
3rd Con _____



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Public Hearing - 2023 Rally Complex Park Development - 9/5/23 @ 5:30 p.m.*
- *Public Hearing - Amendment to The Ankeny Plan 2040 Comp Plan, Hope Kimberley LLC (LUPA Area B) - 9/5/23 @ 5:30 p.m.*
- *Public Hearing - rezone - Hope Kimberley LLC (Area A) - 9/5/23 @ 5:30 p.m.*
- *Public Hearing - Amendment to The Ankeny Plan 2040 Comp Plan, Hope Kimberley LLC (LUPA Area C) - 9/5/23 @ 5:30 p.m.*
- *Public Hearing - rezone - Hope Kimberley LLC (Area F) - 9/5/23 @ 5:30 p.m.*
- *Public Hearing - rezone - Hope Kimberley LLC (Area B & E) - 9/5/23 @ 5:30 p.m.*
- *Public Hearing - rezone - Hope Kimberley LLC (Area D) - 9/5/23 @ 5:30 p.m.*
- *Public Hearing - NW Irvinedale Drive - Elevated Water Storage Tank - 9/18/23 @ 5:30 p.m.*
- *Regular Council Meeting - 10/2/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 21, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Request for Executive Session under Code Section 21.5.1 (i)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to go into Executive Session, pursuant to the

provisions of Iowa Code Section 21.5, subparagraph (i) “To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”</p>

ADDITIONAL INFORMATION:

Following adjournment of the Executive Session, Council may take action on any matter discussed during the Executive Session.

ATTACHMENTS:

Click to download
No Attachments Available