ANKENY CITY COUNCIL

Regular Meeting

Monday, August 7, 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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ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the August 7, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the August 7, 2023 agenda, with or without amendment.

C. PUBLIC HEARING(S): none

D. REPORTS OF ADVISORY BOARDS AND COMMISSION: none

E. APPROVAL OF CONSENT AGENDA:

- **Minutes**

CA - 1 Approval of official council actions of the regular meeting of July 17, 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 5, 2023.

CA - 3 Receive and file minutes of the Zoning Board of Adjustment meeting of June 20, 2023.

- **Licenses and Permits**

CA - 4 Consider motion to approve cigarette/tobacco/nicotine/vapor permits in the City of Ankeny.

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 approve 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.

CA - 7 Consider motion to approve 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.

CA - 8 Consider motion to approve 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.

CA - 9 Consider motion to approve 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.

CA - 10 Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $9,600.00 with MSA Professional Services (MSA) for limited construction engineering services associated with the first phase of the Uptown Parking Improvements project.

CA - 11 Consider motion to approve 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.

CA - 12 Consider motion to approve 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.

CA - 13 Consider motion to approve 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.

CA - 14 Consider motion to approve Payment #4 in the amount of $5,047.00 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.

CA - 15 Consider motion to approve Payment #15 in the amount of $2,963.58 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

CA - 16 Consider motion to approve Payment #4 in the amount of $21,666.10 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

CA - 17 Consider motion to approve Payment #27 in the amount of $7,324.25 to FOX Strand, for engineering services on the Ankeny ASR project.

CA - 18 Consider motion to approve Payment #3 in the amount of $12,363.50 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

CA - 19 Consider motion to approve Payment #4 in the amount of $27,194.51 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

CA - 20 Consider motion to approve Payment #4 in the amount of $15,007.00 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

CA - 21 Consider motion to approve Payment #8 in the amount of $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.

CA - 22 Consider motion to approve Payment #1 in the amount of $175,243.01 to Iowa Signal, Inc., for construction services on the SW State Street Fiber Optic Relocation project.

CA - 23 Consider motion to approve Payment #1 in the amount of $53,430.14 to JC Construction, for construction services on the School Walkability Improvements project.

CA - 24 Consider motion to approve Payment #23 in the amount of $1,797.50 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

CA - 25 Consider motion to approve Payment #20 in the amount of $9,897.50 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

CA - 26 Consider motion to approve Payment #4 in the amount of $14,535.90 to JEO

Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

CA - 27 Consider motion to approve Payment #10 in the amount of $4,207.50 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

CA - 28 Consider motion to approve Payment #6 in the amount of $2,240.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

CA - 29 Consider motion to approve Payment #1 in the amount of $18,970.00 to Nilles Associates, Inc. for engineering services on the Midway Park project.

CA - 30 Consider motion to approve Payment #2 in the amount of $33,528.50 to Nilles Associates, Inc. for engineering services on the Rally Complex project.

CA - 31 Consider motion to approve Payment #4 in the amount of $40,385.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.

CA - 32 Consider motion to approve Payment #2 in the amount of $30,000.00 to Romtech Companies for construction services on the restroom facility at the Midway Park.

CA - 33 Consider motion to approve Payment #32 in the amount of $258.50 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

CA - 34 Consider motion to approve Payment #12 in the amount of $32,533.25 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

CA - 35 Consider motion to approve Payment #30 in the amount of $6,805.75 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

CA - 36 Consider motion to approve Payment #29 in the amount of $20,447.16 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

CA - 37 Consider motion to approve Payment #30 in the amount of $21,087.08 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

CA - 38 Consider motion to approve Payment #24 in the amount of $35,473.32 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

CA - 39 Consider motion to approve Payment #16 in the amount of $3,024.38 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

CA - 40 Consider motion to approve Payment #2 in the amount of $25,783.30 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

CA - 41 Consider motion to approve Payment #3 in the amount of $58,569.75 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

CA - 42 Consider motion to approve Payment #43 in the amount of $2,324.12 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

CA - 43 Consider motion to approve Payment #8 in the amount of $716,604.58 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

CA - 44 Consider motion to approve Payment #4 in the amount of $16,723.20 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

CA - 45 Consider motion to approve Payment #10 in the amount of $16,150.00 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

CA - 46 Consider motion to approve the August 7, 2023 Accounts Payable.

CA - 47 Consider motion to approve 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.

CA - 48 Consider a motion to adopt **RESOLUTION** accepting a proposal from Concrete Connection, LLC in the amount of $95,000.00 for the Midway Park Phase 2 Improvements project.

- **Personnel Items**

CA - 49 Consider motion to authorize a temporary side-by-side position in the fire department which will temporarily increase the authorized FTE count by one.

- **Community Development Items**

CA - 50 Consider motion to approve the Heritage Commercial at Prairie Trail Neighborhood Plan.

CA - 51 Consider motion to adopt **RESOLUTION** waiving approval of The Reserve at Rock Creek Final Plat.

CA - 52 Consider motion to grant preliminary approval of Kimberley Crossing Plat 3 Final Plat.

CA - 53 Consider motion to approve the Pine Lake Estates Plat 1 Preliminary Plat, and the acceptance of the public streets named NE Pine Lake Circle and NE Pondview Court.

CA - 54 Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the northeast quadrant of Ankeny.

- **Engineering Items**

CA - 55 Consider motion to adopt **RESOLUTION** 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.

CA - 56 Consider motion to adopt **RESOLUTION** 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.

CA - 57 Consider motion to adopt a **RESOLUTION** 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)

CA - 58 Consider motion to adopt a **RESOLUTION** 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)

CA - 59 Consider motion to adopt a **RESOLUTION** 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)

- **Capital Improvement Projects**

CA - 60 **SE Delaware Avenue HMA Widening**: Consider motion to approve: a) Final Change Order #4 decreasing the contract amount by $24,142.42; b) Certificate of Completion; c) **RESOLUTION** 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.

CA - 61 **High Trestle Extension - SE Magazine Road to SE Oralabor Road**: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** 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.

CA - 62 Consider motion to adopt **RESOLUTION** 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.

CA - 63 Consider motion to adopt **RESOLUTION** 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.)

CA - 64 Consider motion to adopt **RESOLUTION** 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 Items**

CA - 65 Consider motion to approve 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.

CA - 66 Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into a contract with the Iowa Economic Development Authority and SPAL-USA, Inc.

CA - 67 Consider motion to adopt **RESOLUTION** approving release of fire escrow at 803 NW 32nd Street.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-67.

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-67.

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. 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.

Action# H1-1. Consider motion to accept third consideration of ORDINANCE 2147, sending it on its final passage and publication as required by law.

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.

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2148.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed Vintage Business Park North Lake & Saylor Creek Repairs Professional Services Agreement with Nilles Associates, Inc.

Action# J1-1. Consider motion 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.

2. Proposed Polk County Community Development Block Grant program through the U.S. Department of Housing and Urban Development.

Action# J2-1. Consider motion to either be Included or Excluded in Polk County's Community Development Block Grant program through the U.S. Department of Housing and Urban Development.

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:**

  - ***Regular Council Meeting - 8/21/23 @ 5:30 p.m.***
  - ***Public Hearing - Fourmile Sanitary Trunk Sewer Connection District 3 - 8/21/23 @ 5:30 p.m.***
  - ***Public Hearing - 2023 Rally Complex Park Development - 9/5/23 @ 5:30 p.m.***
  - ***Public Hearing - NW Irvinedale Drive - Elevated Water Storage Tank - 9/18/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment

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

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

Meeting ID: 973 1299 2966
Passcode: 1234

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the August 7, 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 7, 2023 agenda, with or without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT: COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of July 17, 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, July 17, 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

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

PUBLIC FORUM

1. Paul Pedersen, 2706 NW 29th St, Ankeny, expressed concern of dangerous fireworks use in his neighborhood. He requested the code concerning fines for improper use be revisited.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Shafer seconded, to approve and accept the July 17, 2023 agenda as presented. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of July 3, 2023, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of June 20, 2023.
3. Receive and file minutes of the Civil Service Commission meeting of June 12,2023.

Licenses and Permits

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

Finance/Budget

6. Receive and file Financial Reports for June 2023.
7. Receive and file Building Permit Report for June 2023.
8. Receive and file Utility Billing Report for June 2023.
9. Change Order #1 increasing the contract amount by $2,200.00 to Alliance Construction Group, LLC, for construction services on the2023 PCC Reconstruction Program - SE Creekview Drive.
10. Change Order #1 increasing the contract amount by $2,420.00 to All-Star Concreate LLC, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.
11. Change Order #2 increasing the contract amount by $8,856.00 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
12. Change Order #1 increasing the contract amount by $2,400.00 to OMG Midwest DBA Des Moines Asphalt and Paving, for construction services on the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project.

13. Amendment 3 to the Professional Services Agreement increasing the contract amount by $11,500.00 with Snyder & Associates, Inc. for additional construction engineering services on the High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road project.
14. Payment #1, $207,524.65 to Absolute Concrete Construction, Inc. for construction services on the NE Crestmoor Sanitary Sewer Replacement project.
15. Payment #,1 $340,429.59 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.
16. Payment #12, $181,322.13 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
17. Payment #13, $271,619.25 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
18. Payment #2, $211,812.10 to Alliance Construction Group, LLC, for construction services on the 2023 PCC Reconstruction Program - SE Creekview Drive project.
19. Payment #1, $149,235.88 to Alliance Construction Group, LLC, for construction services on the SW State Street Reconstruction Project - Southbound Lanes.
20. Payment #1, $273,583.85 to All-Star Concreate, LLC, for construction services on the 2023 PCC Reconstruction Program - SE 8th St project.
21. Payment #1, $135,988.48 to All-Star Concreate, LLC, for construction services on the N Ankeny Boulevard and 18th Street Intersection Improvements project.
22. Payment #5, $2,717.25 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
23. Payment #2, $25,623.00 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.
24. Payment #1, $78,358.14 to Concrete Connection, LLC, for construction services on the 2023 Pedestrain Ramp Improvements Program - Barclay project.
25. Payment #4, $738,396.76 to Elder Corporation, for construction services on the NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd. project.
26. Payment #4, $453,219.51 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
27. Payment #3, $18,645.50 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.
28. Payment #22, $2,348.75 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
29. Payment #15, $67,406.96 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
30. Payment #11, $5,941.09 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
31. Payment #1, $236,399.69 to OMG Midwest DBA Des Moines Asphalt and Paving for construction services on the 2023 Asphalt Street Resurfacing Program - SW Ordnance Road project.
32. Payment #3, $147,288.00 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
33. Payment #14, $3,727.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
34. Payment #2, $33,405.88 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
35. Payment #3, $21,514.71 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.
36. Payment #3, $241,559.83 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.
37. Jul 17, 2023 Accounts Payable by fund: General 482,696; Road Use Tax 59,053; Police/Fire Pension 2,782; Library Foundation 1,500; Solid Waste 98,595; Water 146,313; Sewer 615,313; Storm Water 16,441; Golf Course 55,365; Enterprise Project 518,738; Revolving

59,876; Risk Management 115,177; Health Insurance 671; Capital Projects 3,791,542; Payroll Totals 1,540,019; Transfers/ACH (201,390); Agenda Payments approved separately (4,208,451); Grand Total $3,094,240.

38. Generator maintenance services contract with Cummins Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.
39. Receive and file the Adopted Annual Budget Document for Fiscal Year 2024.

Personnel

40. Civil Service Commission certified list for appointment to Equipment Operator, subject to passing any further departmental requirements.

Community Development

41. **RESOLUTION 2023-293** accepting a public ingress/egress easement located on a part of Lot 14, Ankeny Industrial Park, and associated with the plat of survey creating Parcels 2023-49 and 2023-50.
42. Hope Crest Preliminary Plat.
43. **RESOLUTION 2023-294** accepting a public utility easement associated with the development of Lot 1, Delaware Landing Plat 1.
44. **RESOLUTION 2023-295** accepting the final plat for Delaware Landing Plat 2.

Engineering

45. **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.)
46. **RESOLUTION 2023-297** authorizing the City of Ankeny, Iowa, to make an application to the Iowa Department of Transportation's (Iowa DOT) Traffic Safety Improvement Program (TSIP) for the partial funding of South Ankeny Boulevard Improvements - SE Peterson Drive to 1st Street within the City Limits of Ankeny.
47. **RESOLUTION 2023-298** cancelling the subdivision bond and accepting the contract and bonds for the Park Sight Office Park Plat 4 project.

Capital Improvement Projects

48. **RESOLUTION 2023-299** approving construction contract and bond with Tanks Co, Inc. in the amount of $241,500.00 for the Delaware Ground Storage Reservoir Rehabilitation project.
49. **RESOLUTION 2023-300** approving contract and bonds with J & K Contracting in the amount of $156,598.50 for the Westwinds, Plat 9, Storm Sewer Extension Project.
50. **SE Crosswinds Drive RISE - Phase 2**: a) Final Change Order #4 decreasing the contract amount by $82,280.91; b) Certificate of Completion; c) **RESOLUTION 2023-301** accepting the public improvement with Sternquist Construction in the amount of $2,378,029.51; and d) Final Payment #9 in the amount of $36,373.98 / Release of Retainage in the amount of $118,901.48.
51. **2022 Bellagio Park Improvements Project**: a) Final Change Order #2 increasing the contract amount by $3,322.00; b) Certificate of Completion; c) **RESOLUTION 2023-302** accepting the public improvement with Howrey Construction Inc., in the amount of $309,287.30; and d) Final Payment #3 in the amount of $11,610.90; and Retainage Payment in the amount of $15,464.36.
52. **2022 Cherry Glen Ballfield Development Project**: a) Certificate of Completion; b) **RESOLUTION 2023-303** accepting the public improvement with Musco Sports Lighting dba

Iowa Sports Turf, in the amount of $588,029.01; and c) Final Payment #3 in the amount of $148,630.30; and Retainage Payment in the amount of $29,401.45.

53. **RESOLUTION 2023-304** adopting and amending the final schedule of assessments and providing for the payment thereof of the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

Administrative

54. Authorize the Mayor to sign a Hold Harmless Agreement with the Ankeny Community School District for the use of their buildings during RAGBRAI.

Approval of Consent Agenda Items

1. Council Member Shafer moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-54. Ayes: Shafer, 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 Bentz moved, Shafer seconded, to accept second consideration of ORDINANCE 2147. Ayes: Bentz, Shafer, Perry, Ruddy.

ADJOURNMENT

1. Moved by Bentz, second by Shafer, to go into Executive Session at 5:42 p.m., 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.” Ayes: Bentz, Shafer, Perry, Ruddy.
2. Council returned to regular session and adjourned the meeting at 8:30 p.m.

_____ _____

Michelle Yuska, City Clerk Mark Holm, Mayor

Published in the Des Moines Register on 7/28/23.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Plan and Zoning Commission meeting of July 5, 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 2023-07-05

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, July 5, 2023

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

CALL TO ORDER

Chair Ted Rapp called the July 5, 2023 meeting of the Plan & Zoning Commission to order at 5:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by G.Hunter to approve and accept the July 5, 2023 agenda without amendments. Second by R.Weisheit. All voted aye. Motion carried 4 - 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the June 20, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. Delaware Landing Plat 2 Final Plat

Motion to recommend City Council approval of the Delaware Landing Plat 2 Final Plat.

Motion by T.Ripper to approve the recommendations for Consent Agenda Items #1 and #2. Second by R.Weisheit. All voted aye. Motion carried 4– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

E.Jensen thanked the Commission members for being available for the meeting.

City Council Meeting

E.Jensen reported on the July 3, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the July 18, 2023 Plan and Zoning Commission meeting. He said that there will be a public hearing at the next meeting, which will include proposed amendments to The Ankeny Plan 2040 Future Land Use Map and requests to rezone property owned by Hope Kimberley, LLC.

E.Jensen presented the June 2023 Building Permit Report.

Commissioner's Reports
G.Hunter referenced the valuations of the single-family detached permits issued in June as a whole. He said that there have been comments from some individuals within the Ankeny Leadership Institute that they may be interested in reviving the affordable housing conversation.

MISCELLANEOUS ITEMS
July 17, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT
There being no further business, T.Rapp motioned to adjourn. Second by G.Hunter. Meeting adjourned at 5:37 p.m.

Brenda Fuglsang

Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of June 20, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
ZBOA Minutes 2023-06-20

Meeting Minutes

Zoning Board of Adjustment

Tuesday, June 20, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER
Chair Matt Ott called the June 20, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

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

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

MINUTES OF THE MAY 2, 2023 REGULAR MEETING
Motion by K.Tomlinson to approve the May 2, 2023 meeting minutes as submitted. Second by N.Sungren. All voted aye. Motion carried 4 – 0 – 1 (Abstain: B.Walker).

COMMUNICATIONS / CORRESPONDENCE
There were no communications.

BUSINESS ITEMS
PUBLIC HEARINGS:

#23-11
City of Ankeny
for property located at
3755 NW Irvinedale Drive
PARCEL 2018-156 COM NW COR PARC E THN E 50F TO POB THN E 422.24F
S 170.36F W 127.57F W 295.16F N 172.57F TO POB BNG PRT PARCEL E
BK 15735 PG 812 SW 1/4 SW 1/4 SEC 3-80-24
RE: Variance - Height

Chair M.Ott opened the public hearing.

Don Clark, Director of Municipal Utilities, City of Ankeny, 1210 NW Prairie Ridge Drive, stated that their request is for a 2.5-million-gallon elevated water tower to be located at 3755 NW Irvinedale Drive, which was land that the city purchased about two and one-half years ago. He said the water tower will be similar in size and height to the Ash Drive water tower; and the overall height with the antennas will be 180-feet and 165-feet without the antennas. Don Clark stated that the water tower will be well above the maximum height allowed of 35-feet, so they are requesting a variance to allow the city to build the new water tower.

There were no questions from the Board.

B.Morrissey reported that the subject property is located at 3755 NW Irvinedale Drive, north of the NW 36th Street and NW Irvinedale Drive intersection. The property is currently undeveloped and zoned C-1, Neighborhood Retail Commercial District. He stated that there are residential properties to the north and east; and Casey's is the neighboring property to the south. The city acquired the 1.6-acre property in 2018, anticipating the site to be the location of a future water tower. B.Morrissey said the final plat and site plan for the property is currently under review; however, before the plans can be approved, a variance is needed for the height. He stated the City of Ankeny is requesting a variance to the height restrictions on the site to allow for the construction of a 180-foot tall water tower. B.Morrissey presented a copy of the site plan, which showed the proposed landscaping and fencing, which would provide separation between the site and the neighboring properties. He noted that notice requirements for this hearing have been met, and to date, staff has not received any correspondence either for or against the request. The staff position is to grant a variance to Ankeny Municipal Code Section 192.08(3)(G) to allow for the construction of a 180-foot-tall water tower at 3755 NW Irvinedale Drive. This decision is based on a determination that the increased maximum height allowance from the resulting water tower would not impair adequate supply of air and light, would not increase public danger of

fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

M.Ott asked if the color and branding will be similar to the water tower on SW Irvinedale Drive. Don Clark stated, yes.

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

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

The Board had no concerns with the request.

Board Action on Filing #23-11 property located at 3755 NW Irvinedale Drive
Motion by J.Baxter that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.08(3)(G) to allow for the construction of a 180-foot-tall water tower at 3755 NW Irvinedale Drive. The Board's decision is based on a determination that the increased maximum height allowance from the resulting water tower would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by M.Ott. All voted aye. Motion carried 5 – 0.

#23-12
Bryon and Larissa Weyer
for property located at
2506 NE 17th Street
Lot 21, Deer Creek Estates Plat 13
RE: Variance - Rear Yard Setback

Chair M.Ott opened the public hearing.

Bryon Weyer, 2506 NE 17th Street, said they are requesting a variance for the construction of a covered patio on the rear of their home. He said the rear yard setback would be 29-feet from the rear property line instead of the required 35-feet.

There were no questions from the Board.

R.Kirschman reported that the applicant is requesting a variance to Ankeny Municipal Code Section 192.04(3)(E) to allow a 29-foot rear yard setback for a covered patio at 2506 NE 17th Street. The property is located south of NE 18th Street and west of NE Four Mile Drive within the northeastern quadrant of Ankeny. R.Kirschman stated the subject property is zoned R-2 with restrictions, One and Two-Family Residence District restricted to single-family homes and is situated on Lot 21, Deer Creek Estates Plat 13, which has a rear yard setback requirement of 35-feet. He commented that the neighboring properties to the north are zoned R-1, Single-Family Residence District, properties to the east, south, and west are also zoned R-2 with restrictions and contain single-family homes on similarly sized lots. R.Kirschman said that the applicant is requesting a variance to encroach approximately 6-feet into the 35-foot rear yard setback, which would allow the owners to convert their patio into a covered patio resulting in a 29-foot rear yard setback on the west side of the property. Staff is not concerned with the covered patio extending into the rear-yard setback as the property backs to a 30' wide buffer of open space owned by the homeowner's association and then NE 18th Street. He noted that notice requirements for this hearing have been met, and to date, staff has not received any correspondence either for or against the request. The staff position is to grant a variance to Ankeny Municipal Code Section 192.04(3)(E) to allow a 29-foot rear yard setback for the construction of a covered patio at 2506 NE 17th Street. Staff's position is based on a determination that the decreased rear yard setback from the resulting covered patio would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

Motion by M.Ott to close the public hearing, and receive and file correspondence received. Second by B.Walker. All voted aye. Motion carried 5 – 0.

The Board had no concerns with the request.

Board Action on Filing #23-12 property located at 2506 NE 17th Street
Motion by M.Ott that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.04(3)(E) to allow a 29-foot rear yard setback for the conversion of a covered patio at 2506 NE 17th Street. The Board's decision is based on a determination that the decreased rear yard setback from the resulting covered patio would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by K.Tomlinson. All voted aye. Motion carried 5 – 0.

NEW BUSINESS
There was no new business.

REPORTS
Renewed Special Use Permits

#10-06 Lindo Jalisco Mexican,1810 SW White Birch Circle, Ste. 118
#21-06 El Molcajete, 301 E 1st Street
#16-16 Guadalajara Mexican Restaurant, 202 SE Delaware Avenue
#18-04(2019) Who's on First, 810 E 1st Street

There being no further business, meeting adjourned at 5:18 p.m.

Brenda Fuglsang
Submitted by Brenda Fuglsang, Board Secretary
Zoning Board of Adjustment

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve cigarette/tobacco/nicotine/vapor permits in the City of Ankeny.

EXECUTIVE SUMMARY:

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

1. Nitz Liquor Stores LLC, d/b/a Liquor Lovers, 1510 South Ankeny Blvd, Ste 108, Ankeny, IA (New) - Effective August 7, 2023 through June 30, 2024.
2. Kum & Go LC, d/b/a Kum & Go #2212, 965 SE Corporate Woods Dr, Ankeny, IA (New) - Effective November 1, 2023 through June 30, 2024.

FISCAL IMPACT: **Yes**

Licensees have paid the annual license fee to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of permits.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Cigarette Applications

ABC Smoke	1325 SW Oralabor Rd, Ste 204
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke & Vape	502 N Ankeny Blvd, Suite 12
Ankeny Smoke & Vape South	225 SE Oralabor Rd, Ste 1
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvindale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods DR
Central Iowa Vapors- Ankeny	207 NE Delaware Ave, Ste 21
Dollar General #7310	901 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Fleet Farm Fuel	4275 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
Good Times	1912 SW 3rd Street
Hy-Vee #2 Fast and Fresh	1710 SW Oralabor Rd
Hy-Vee Food Store #1	410 N Ankeny Blvd
Hy-Vee Food Store #2	2510 SW State Street
Hy-Vee #1 Fast and Fresh	414 N Ankeny Blvd
Jakes Pub	605 N Ankeny Blvd
Kum & Go #292	1825 N Ankeny Blvd
Kum & Go #4020	1910 SW White Birch Circle
Kum & Go #518	3603 NE Otterview Circle
Kum & Go #579	165 SW Magazine Rd
Kum & Go #92	1025 E 1st Street
KWIK STAR #1016	202 SE Oralabor Rd
KWIK STAR #1057	320 NW 36th Street
Leaf Brothers Cigar II	1924 SW 3rd Street
Liquor Lovers	1510 S Ankeny Blvd
Murphy USA	1006 SE National DR
Neighborhood Liquor House	833 E 1st Street, Ste. 102
QuikTrip #514	802 E 1st Street
Tim's BP/AMACO Service	102 N Ankeny Blvd
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Walmart #892	1002 SE National Dr
Yankee Clipper	312 SW Maple Street

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. The Other Place - Ankeny Inc. d/b/a The Other Place, 2010 SE Delaware Ave, Ste. 260- Class C Retail Alcohol License (LC) (Renewal) includes Outdoor Service - Effective August 14, 2023.

2. Kinseth Hospitality Co. Inc., d/b/a Residence Inn Ankeny, 1515 SW Main St.- Class C Retail Alcohol License (LC) (Renewal) - Effective August 15, 2023.

3. Mojitos Inc., d/b/a Mojitos Inc., 802 SE Oralabor Rd, Ste. 102, - Class C Retail Alcohol License (LC) (Renewal) - Effective August 16, 2023.

4. a.) Casey's Marketing Co., d/b/a Casey's #3934, 1515 SE Corporate Woods Dr. - Class E Retail Alcohol License (LE) (Renewal) - Effective August 26, 2023.
   b.) Enrollment in the Automatic Renewal Program Effective 2024.

5. a.) Casey's Marketing Co., d/b/a Casey's #3827, 3605 NW Irvinedale Dr. - Class E Retail Alcohol License (LE) (Renewal) - Effective August 26, 2023.
   b.) Enrollment in the Automatic Renewal Program Effective 2024.

6. Filet Steakhouse LLC, d/b/a Filet Steakhouse LLC, 1802 N Ankeny Blvd - Class C Retail Alcohol License (LC) (Amendment, Adding Outdoor Service Area) - Tentatively Effective August 8, 2023.

7. Apres Bar Co LLC, d/b/a/ Apres Bar Co., 1055 SW Prairie Trail (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective August 15, 2023.

8. Great Caterers of Iowa Inc., d/b/a Great Caterers of Iowa, 1055 SW Prairie Trail Pkwy (FFA Bldg.) - Class C Retail Alcohol License (LC) (5 Day) - Effective August 23, 2023.

9. Thirsty Pigs LLC, d/b/a Thirsty Pigs LLC, 715 W 1st St. - Special Class C Retail Alcohol License (BW) (5 Day) includes Outdoor Service - Effective October 4, 2023. PENDING DRAM ENDORSEMENT

10. Sunshine and Sips Hospitality Co., d/b/a Sunshine and Sips Hospitality Co., 1500 SW Main St. (District) - Special Class C Retail Alcohol License (BW) (5 Day) includes Outdoor Services - Effective September 1, 2023 PENDING DRAM ENDORSEMENT.

11. Sunshine and Sips Hospitality Co., a/b/a Sunshine and Sips Hospitality Co., 1500 SW Main St. (District). - Class C Retail Alcohol License (LC) (5 Day) includes Outdoor Service - Effective September 12, 2023.

12. Khushveer & Anahat, LLC, d/b/a Liquor Lovers, 1510 S Ankeny Blvd. - Class E Retail Alcohol License (LE) (Renewal) - Effective August 17, 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 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #4 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.

EXECUTIVE SUMMARY:

Change Order #4 includes adding an additional 4-inches of modified subbase rock and geogrid between the subbase and subgrade at the recommendation of the geotechnical engineer for a section of the street located in stage 2. This increased the cost of the project by $12,755.00 and added 2.5 working days to the contract.

Change Order #4 also includes adding 21.5 working days to the contract as the contractor was delayed in starting the construction project for a total of 43 working days due to private utility relocation conflicts, which pushed the construction of the street, driveways, and sidewalks later into the construction season. The relocation of private utilities was to be completed prior to the contract early start date and the delay in the start of the construction associated with the private utility relocation conflicts was outside the control of the City or the contractor. Partially associated with this delay the contractor incurred additional costs to construct the street, driveways, and sidewalks. The City agrees to add 21.5 working days to the contract to address the

delayed start for the construction of the project and additional costs incurred by the contractor associated with the delayed start.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Change Order No. 4

CHANGE ORDER FORM

city of Ankeny
bringing it all together

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

Change Order Number: 4

Change Order Date: August 7, 2023

Purpose of Change Order:

The contractor was delayed in starting the construction project for a total of 43 working days due to private utility relocation conflicts, which pushed the construction of the street, driveways, and sidewalks later into the construction season. The relocation of private utilities was to be completed prior to the contract early start date and the delay in the start of the construction associated with the private utility relocation conflicts was outside the control of the City or the contractor. Partially associated with this delay the contractor incurred additional costs to construct the street, driveways, and sidewalks. The City agrees to add 21.5 working days to the contract to address the delayed start for the construction of the project and additional costs incurred by the contractor associated with the delayed start.

At the recommendation of the geotechnical engineer the subgrade for Stage 2 was constructed with an additional 4-inches of modified subbase rock and geogrid between the subbase and subgrade. This added 790 SY modified subbase and 131 CY of Excavation, Class 10 to the project, and added 2.5 working days to the project.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.03	Excavation, Class 10	CY	131.00	$ 25.00	$ 3,275.00
2.06	Subbase, Modified	SY	790.00	$ 12.00	$ 9,480.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Change Order Number: 4 makes the following adjustments to the Contract:					**$ 12,755.00**

Contractor Accepted: Absolute Concrete Construction, Inc.
Firm Name

Signature

7-21-23
Date

Engineer Approved: JEO Consulting Group
Firm Name

Signature

07/21/2023
Date

Owner Accepted: City of Ankeny

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 1,816,990.10
1	March 18, 2022	$ 30,045.48
2	July 18, 2022	$ 2,242.20
3	February 6, 2023	$ 27,281.37
4	August 7, 2023	$ 12,755.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **$ 1,889,314.15**

Date Printed: 7/12/2023

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

Amendment No. 4 includes additional inspection time related to change order work.

The fee for the additional services is $16,990.00. The fee for the original Professional Services Agreement and Amendments No. 1, 2, and 3 for design services and construction observation and administration is $324,030.00. Adding Amendment No. 4 to the Professional Services Agreement increases the total contract amount to $341,020.00.

It is recommended the City Council approve Amendment No. 4 to the Professional Services Agreement

with JEO Consulting Group in the amount of $16,990.00 for the SE 3rd Street Utility Improvements - Phase 1 project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment No. 4 to the Professional Services Agreement increasing the contract amount by $16,990 with JEO Consulting Group for additional construction engineering services related to change order work for SE 3rd Street Utility Improvements - Phase 1, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

December 7, 2020: City Council approved the Professional Services Agreement with JEO Consulting Group for design engineering services on the SE 3rd Street Utility Improvements - Phase 1 project.

June 7, 2021: City Council approved Amendment No. 1 to the Professional Services Agreement to include sanitary sewer replacement from SE Trilein Drive to SE Sharon Drive.

March 7, 2022: City Council approved Amendment No. 2 to the Professional Services Agreement to include construction engineering services.

February 20, 2023: City Council approved Amendment No. 3 to the Professional Services Agreement to include construction engineering services.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
PSA
Amendment No. 1
Amendment No. 2
Amendment No. 3
Amendment No. 4

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2020 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SE 3rd Street Utility Improvements – Phase 1 ("Project").

JEO Project Number: 200170.01

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section XIV of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee schedule is outlined in Exhibit A.

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Standard Hourly Rate Schedule
Exhibit D – City of Ankeny Insurance Requirements for Professional Services
Exhibit E – Project Location Map

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa	Engineer: JEO Consulting Group, Inc.
By:	By: Scott Port
Gary Lorenz (Print Name)	Scott Port, P.E. (Print Name)
Title: Mayor	Title: Project Manager
Date Signed:	Date Signed: November 19, 2020
Address for giving notices:	Address for giving notices:
City of Ankeny – Public Works	JEO Consulting Group, Inc.
220 W 1st Street	1615 SW Main Street, Suite 205
Ankeny, IA 50023	Ankeny, IA 50023-7261

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. Project Description

A. The overall project of SE 3rd Street Utility Improvements will be split into two phases for design and construction as portions of Phase 1 and Phase 2 will be completed within this agreement. Project limits are referenced as the following within this agreement:
   i. SE 3rd Street Utility Improvements – Phase 1 ("Phase 1"): From immediately east of the intersection of SE 3rd Street and SE Sharon Drive to the intersection of SE 3rd Street and SE Trilein Drive.
   ii. SE 3rd Street Utility Improvements – Phase 2 ("Phase 2"): From the east return of US Highway 69/S Ankeny Blvd and SE 3rd Street intersection to immediately east of the intersection of SE 3rd Street and SE Sharon Drive (west end of Phase 1).

B. The Project includes preliminary design for the reconstruction of SE 3rd Street (27-foot or 31-foot wide urban section – roadway width to be determined during design and consideration from corridor property owners) for Phases 1 and Phase 2 projects and the final design of the Phase 1 project. The preliminary design includes reconstructing the approaches of SE Grant Street and SE Sharon Drive.

C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.

D. Installing new driveway approaches from the roadway to the back side of the sidewalk. In some instances, additional driveway removal and replacement may be necessary in order to meet current SUDAS Design Standards.

E. Installing new storm sewer along the north side of SE 3rd Street within the project limits as outlined in the "SE 3rd Street Area Storm Sewer Improvements" Study. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.

F. Removing the existing 4-inch/6-inch water main along the south side of the project and installing a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop. Temporary water main in order to maintain services to property owners will be included as part of the project.

G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Sharon Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Sharon Drive intersection. The sanitary sewer from SE Sharon Drive to SE Trilein Drive has been slip lined and is expected to not be disturbed. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in placed will be field reviewed and the need for major manhole adjustments in order to accommodate self-leveling castings will be evaluated and designed.

H. Subdrain will be installed along the project corridor and installed along both (north and south) sides of the roadway. This also includes new storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk.

I. The Engineer will complete the preliminary design and plans for both Phase 1 and Phase 2 projects and the final design, plans, contract documents, permits, and bidding assistance for Phase 1 of SE 3rd Street Utility Improvements Project. Phase 2 final design as well as Phase 1 and Phase 2 construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

II. Project Administration and Coordination

A. The Engineer shall prepare and submit monthly invoice statements and progress reports.
B. The Engineer shall perform Project coordination with the Owner, property owners, and utility companies.
C. The Engineer shall schedule and attend one (1) meeting with each representative of the City's utilities (water and sanitary sewer) that will be affected.
D. The Engineer shall perform two (2) Project Team Meeting (PTM) with the Owner during the Preliminary Design Phase (Phase 1 and 2) and two (2) PTM with the Owner during the Final Design Phase of the Phase 1 project.
E. The Engineer shall perform a total of three (3) utility coordination meetings with the utility company representatives. One (1) meeting shall be during the preliminary design phase (Phase 1 and 2) and two (2) meetings shall be during the Phase 1 final design phase. These meetings are to identify conflicts, review utility relocation plans prepared by the utility companies, and help facilitate a schedule with the Owner and utility companies to perform private utility relocations prior to the Project construction.

III. Topographic Survey and Data Collection

A. The Engineer has completed this work under separate agreement.

IV. Geotechnical Engineering

A. Work includes truck mounted drilling equipment, mobilization determining boring locations, determining existing utility locations (Iowa One Call), drilling and sampling of five (5) borings at 25 feet deep and approximately spaced 300 feet apart, and traffic control with signs and cones.
B. The Engineer will perform laboratory testing, engineering analysis, and written report.
C. The Owner will coordinate and complete pavement cores and provide the information to the Engineer.

V. Preliminary Design Services

A. The Engineer will prepare 50% (Preliminary) design and plans for the proposed improvements along SE 3rd Street from U.S. Highway 69 to SE Trilein Drive (Phases 1 and 2) that include:
    i. Title Sheet (A-Sheet)
    ii. Typical Sections (B-Sheets)
        1. Existing 50-foot right-of-way.
        2. Roadway section is expected to be 27-foot or 31-foot from back of curb to back of curb with 4-foot wide sidewalk (5-foot wide sidewalk through driveways).
        3. Pavement thickness will be 8" PCC with a 6" modified subbase.
    iii. Estimated Quantities and General Notes (C-Sheets)
    iv. SE 3rd Street Roadway Plan and Profile from U.S. Highway 69/S Ankeny Blvd to SE Trilein Drive (D-Sheets). The plan set will include 31-foot b/b section. If 27-foot b/b section becomes the desired design, the Engineer will revise the plans and design as necessary.
    v. SE Grant Street and SE Sharon Drive Roadway Plan and Profile (E-Sheets)
    vi. Project Removals (F-Sheets)
    vii. Survey Control and Alignment (G-Sheets)
    viii. Preliminary Traffic Control and Staging – Phase 1 and Phase 2 (J-Sheets).
        1. It is expected that SE 3rd Street will be closed to all traffic and a single detour route will be utilized for SE 3rd Street thru traffic.
        2. Due to the length of each Phase, it is expected that each Phase will be split into

two stages.

ix. Storm Sewer Plan and Profile (M-Sheets)
   1. It is expected that a new storm sewer system will be installed along the north side of SE 3rd Street within the project limits. The "SE 3rd Street Area Storm Sewer Improvements" Study will be utilized to determine intake locations, pipe sizes and slopes, and pipe connections. Storm sewer pipe cross run trenches will be filled with rock from the bottom of the trench to the bottom of the modified subbase.
   2. New storm sewer service stubs to be stubbed immediately outside of the proposed sidewalk and connecting to the proposed longitudinal subdrain that will be placed along both sides of SE 3rd Street.
   3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed storm sewer.

x. Sanitary Sewer Plan and Profile (MSA-Sheets)
   1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Sharon Drive will be replaced with a 15-inch sanitary sewer.
      a. A new manhole will replace an existing manhole at the intersection of SE 3rd Street and SE Sharon Drive where an existing manhole has an approximate sewer drop of 5-ft. The new sanitary sewer profile will eliminate the 5-ft drop at the manhole and the new profile west from this location will begin near the flowline of the existing sanitary sewer pipe that runs east.
      b. A new drop style manhole will be installed east of east return of the US Highway 69/S Ankeny Blvd and SE 3rd Street intersection in which the existing sanitary sewer will connect to the proposed sanitary sewer. Upgrades to the sanitary sewer west of this location and within the US Highway 69/S Ankeny Blvd intersection may take place on a future project.
   2. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.

xi. Water Main Plan and Profile (MWM-Sheets)
   1. It is expected that the existing 4-inch / 6-inch water main will be removed and replaced with a new 8-inch water main, including new hydrants, valves, fittings, curb stops (located within the sidewalk), and water services from the water main to the curb stop, from U.S. Highway 69 to SE Trilein Drive.
   2. The new 8-inch water main will terminate near the east side end of the intersection return of US Highway 69/S Ankeny Blvd and SE 3rd Street. The valve on the west side of S Ankeny Blvd will be removed and the 4" water main will be capped.
   3. Plan sheets will depict estimated utility crossing locations and depth in respect to the proposed water main and existing and proposed sanitary sewer.
   4. A Leaking Underground Storage (LUST) site is located west of the intersection of US Highway 69 and SE 3rd Street (LUST Site# 8LTY74). Therefore, it is expected that the water main within 500-ft of the site will be designed with ductile iron pipe.
   5. Temporary water main access for residents and businesses will be designed and

incorporated within the plans.

xii. Sidewalk Layout (S-Sheets).
    1. New curb ramps are expected at:
        a. West ramps at SE Trilein intersection.
        b. All four quadrants and in each direction at SE Sharon Drive.
        c. All four quadrants and in each direction at SE Grant Street.
        d. None at US Highway 69/S Ankeny Blvd.

xiii. Special Detail, if necessary (U-Sheets)
    1. May include modified intakes and/or modified manhole(s)

xiv. Preliminary Cross Sections from U.S. Highway 69 to SE Trilein Drive (W-Sheets)

B. Provide internal QA/QC for the Project.
C. The Engineer shall review preliminary franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.
D. The Engineer will submit a preliminary plan set (including Phase 1 and Phase 2) to the Owner and applicable franchise utilities for review and comment.
E. The Engineer will prepare an Engineer's Preliminary Opinion of Probable Construction Cost for the Phase 1 and the Phase 2 projects (2 separate estimates).

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

VI. Project Information Meeting

A. Prior to beginning the final design phase, the Engineer with the Owner shall conduct one (1) Project Information Meeting for the Project.
B. The Owner will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. The Owner will provide the meeting facilities.
C. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict Phase 1 and Phase 2 project details. A 27-foot wide and a 31-foot wide back of curb to back of curb typical section will be presented at the meeting for discussion with property owners with benefits of each option presented. The display will include an aerial display drawing the includes the 31-foot wide back of curb to back of curb typical section with general Phase and Stage break locations.
D. The Engineer will respond to any property owner questions.

VII. Final Design Services

A. Upon receipt of preliminary plan review comments from the Owner, the Engineer shall prepare 90% (Check) plans and contract documents for the Phase 1 project.
    i. Review Preliminary Plan comments from the Owner and internal QA/QC review and incorporate comments into the final design and plans.
    ii. Elements shown on the plans will include:
        1. Title Sheet (A-Sheet)
        2. Typical Sections and Details (B-Sheets)
        3. Estimated Quantities, Estimate Reference Information, and General Notes (C-Sheets)
        4. SE 3rd Street Roadway Plan and Profile from east of SE Sharon Drive to SE Trilein Drive (D-Sheets)
        5. Project Removals from SE Sharon Drive to SE Trilein Drive (F-Sheets)
        6. Survey Control and Alignment (G-Sheets)

7. Traffic Control and Staging with Signing (J-Sheets)
8. Intersection Jointing and Geometric Details (L-Sheets)
9. Storm Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (M-Sheets)
10. Water Main Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MWM-Sheets)
11. Erosion Control Plan Sheets from SE Sharon Drive to SE Trilein Drive. (R-Sheets)
    a. Including a Storm Water Pollution Prevention Plan (SWPPP) general notes and erosion control plan.
    b. The Owner will provide the Engineer the SWPPP template.
12. Sidewalk Layout and Tabulation (S-Sheets)
13. Special Details, if necessary (U-Sheets)
14. Final Cross Sections from SE Sharon Drive to SE Trilein Drive (W-Sheets)

iii. The Engineer shall prepare bid documents that will include the Owner's front-end documents modified to support the Project. The SUDAS Standard Specifications and Owner's Supplemental Specifications shall be referenced for construction. Specifications may include Special Provisions to supplement SUDAS Standard Specifications.
iv. Provide internal QA/QC of the Project.
v. Provide 90% (Check) Engineer's Opinion of Probable Construction Cost for the Project.
vi. Furnish a copy of the check plans, specifications, and bid documents of the Project to the Owner for review.

B. Final 100% Plans and Specifications
   i. Upon receipt of the 90% (Check) plan and specification review and comments by the Owner, the Engineer shall incorporate comments and complete the plans, specifications, and bid documents for the project bid letting of the Phase 1 project.
   ii. The Engineer will prepare and submit the Water Main permit to the Iowa Department of Natural Resources. The Engineer will pay all permit fees, publication fees, and other associated fees.
   iii. NPDES Storm Water Permit
      1. The Engineer will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project using the Owner's SWPPP template. The Owner is responsible for implementation during construction.
      2. The Engineer will pay all permit fees, publication fees, and other associated fees.
      3. The Engineer is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.
   iv. The Engineer will prepare and submit to the Owner an Engineer's Final Opinion of Probable Construction Cost for the Project. The estimate shall be based on engineering judgment and does not represent a guarantee of the actual construction costs. The Engineer has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining bid prices.

C. The Engineer shall review final franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

VIII. Bidding Phase Services

A. Bid Documents
   i. Furnish plans, specifications, and contract documents of the Project to the Owner and prospective bidders via upload to QuestCDN.
   ii. Issue addenda as appropriate to clarify, correct, or change bidding documents.

B. Advertising
   i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.

C. Bid Opening
   i. The Project will be let by the Owner and the Engineer will:
      1. Attend bid opening
      2. Confirm as bid prices
      3. Prepare tabulation of construction bids
      4. Prepare Contract and PPM Bond forms
      5. Recommend award of contract to the Owner

Bidding phase is considered complete when the Project is presented to City Council for award and approval.

IX. Construction Services

A. Construction services shall be performed under separate Agreement or Amendment.

X. Deliverables

A. Preliminary Design Drawings (11" x 17") – Electronic Copy and Five (5) Hard Copies
B. Engineer's Preliminary Opinion of Probable Construction Cost
C. Final Construction Drawings (11" x 17") – Electronic Copy and 5 Hard Copies
D. Front End Documents and Special Provisions – Electronic Copy and 5 Hard Copies
E. Engineer's Final Opinion of Probable Construction Cost
F. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

XI. Fee Schedule (Hourly Not to Exceed)

	Task	Streets	Storm Sewer	Sanitary Sewer	Water	Total
A.	Project Admin. & Coord.	$6,897.50	$4,077.50	$4,077.50	$4,077.50	$19,130.00
B.	Topo. Survey and Data Collection					Completed
C.	Geotech. Eng. (Sub)	--	--	$7,000.00	---	$7,000.00
D.	Preliminary Design Services	$26,176.25	$11,281.25	$8,086.50	$9,806.25	$55,350.00
E.	Project Information Meeting	$875.00	$875.00	$875.00	$875.00	$3,500.00
F.	Final Design Services	$19,816.70	$10,241.65	--	$10,981.65	$41,040.00
G.	Bidding Phase Services	$1,203.60	$1,168.20	--	$1,168.20	$3,540.00
H.	Construction Services					By Amendment
I.	Total	$54,969.05	$27,643.60	$20,038.75	$26,908.60	*$129,560.00*

JEO Consulting Group, Inc.
SCOPE OF SERVICES

XII. Timeline

A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.

i.	Notice to Proceed	December 8, 2020
ii.	Preliminary Plan Design	Dec. 8, 2020 – April 19, 2021
iii.	Preliminary Plans to Owner for Review (3 weeks)	April 19, 2021
iv.	Preliminary Plan Comments to Engineer	May 10, 2021
v.	Project Information Meeting	June 15, 2021
vi.	Final Plan and Contract Document Design	June 16, 2021 – Sept. 6, 2021
vii.	Final Plans and Contract Docs to Owner for Review (3 weeks)	September 6, 2021
viii.	Final Plans and Contract Document Comments to Engineer	October 4, 2021
ix.	Final Design Completed – Contract Documents to Owner	October 25, 2021
x.	Project Bid Letting	November 30, 2021
xi.	Contract Award	December 6, 2021
xii.	Phase 1 Construction Begins	Approximately April 1, 2022

* Note: Project schedule is dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the Owner. The Engineer shall not be responsible for delays in the schedule that are beyond the Engineer's control.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

XIII. Additional Services Not Included in the Proposal

A. Phase 2 Final Design and Bidding Services.
B. Existing pavement cores.
C. Grant Administration.
D. Preparation and/or review of environmental studies including wetlands or cultural studies.
E. Subsurface Utility Exploration and coordination
F. Acquisition plats, exhibits, and legal descriptions for temporary easement, permanent easements, and fee title acquisitions.
G. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
H. Construction phase services including construction administration, resident project representation, or construction staking (to be negotiated at a later date).
I. Record drawings (to be negotiated at a later date).
J. Material testing services.
K. Boundary retracement of existing lots to set missing monuments.
L. Project management and coordination tasks beyond the scheduled project completion period.
M. Preparation of bidding or contract documents for alternate bid prices.
N. Other permits not indicated within this scope.
O. Special meetings and meetings not outlined in the Scope of Services.
P. Other services not specifically outlined in this Agreement.
Q. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, warranty deeds, condemnation support.

XIV. Owner's Responsibilities

A. Provide timely plan reviews and the Engineer with all criteria and full information as to requirements for the project.
B. Perform and provide the Engineer with existing pavement cores along SE 3rd Street.
C. Televised videos and report of the existing sanitary sewer.
D. Provide copies of the most current water, sanitary sewer, storm sewer, and fiber optic base maps, and GIS data.
E. Give prompt written notice to Engineer of any hazardous environmental conditions.
F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
G. Provide a room/location for the Project Information Meeting.
H. Provide meeting invitations for the Project Information Meeting and notify the property owners along the project corridor of the meeting.
I. Provide a designated authorized project representative.
J. Attend meetings, if necessary, with each property owner located along the project corridor.
K. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.
L. Other permit fees not specifically outlined in this agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~**a.** Workers' Compensation: Statutory~~

~~**b.** Employer's Liability~~

~~**i.** Each Accident: $500,000~~

~~**ii.** Disease, Policy Limit: $500,000~~

~~**iii.** Disease, Each Employee: $500,000~~

~~**c.** General Liability~~

~~**i.** Each Occurrence (Bodily Injury and Property Damage): $1,000,000~~

~~**ii.** General Aggregate: $2,000,000~~

~~**d.** Auto Liability~~

~~**i.** Combined Single: $1,000,000~~

~~**e.** Excess or Umbrella Liability~~

~~**i.** Each Occurrence: $1,000,000~~

~~**ii.** General Aggregate: $2,000,000~~

~~**f.** Professional Liability:~~

~~**i.** Each Occurrence: $1,000,000~~

~~**ii.** General Aggregate: $2,000,000~~

~~**g.** All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~

~~**h.** The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

JANUARY 1, 2020

JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	$150.00	-	$280.00
Project Engineers/Architects:	$125.00	-	$225.00
Project Engineers (E.I.):	$105.00	-	$125.00
Designer:	$155.00	-	$185.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	$75.00	-	$155.00
Office/Administrative:	$85.00	-	$135.00
Principals:	$190.00	-	$285.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

City of Ankeny Insurance Requirements for Professional Services

1. JEO Consulting Group, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit D

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000

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

E) PROFESSIONAL LIABILITY $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

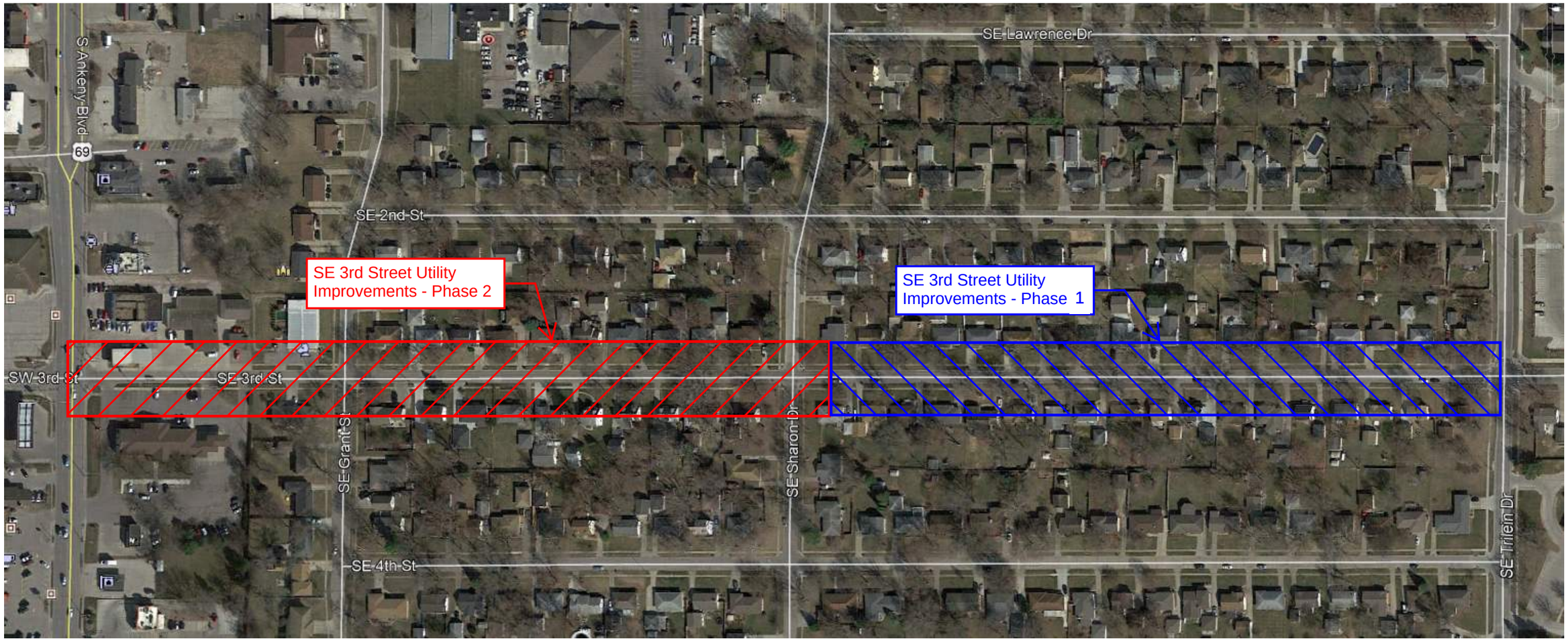
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

Exhibit E - Project Location Map



This is **EXHIBIT F**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: June 7, 2021.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

__X__ Additional Services to be performed by Engineer

__X__ Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with Sanitary Sewer Design services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

G. Installing new sanitary sewer along SE 3rd Street from US Highway 69/S Ankeny Blvd to SE Trilein Drive. The proposed sanitary sewer will tie into the existing sanitary sewer with a new manhole (possible drop manhole) near US Highway 69/S Ankeny Blvd intersection. Additionally, the proposed sanitary sewer will tie into the existing sanitary sewer at the SE Trilein Drive intersection with a replacement manhole just West of the intersection. All manholes (new and existing) along the corridor will have self-leveling castings installed. Manholes that will be left in place will be field reviewed and evaluated for possible major manhole adjustment design to accommodate self-leveling castings. The proposed sanitary sewer will also be tied into the existing sanitary sewer that runs along the centerline of SE Sharon Drive. Sanitary sewer service stubs will be designed and included for each property along the corridor that has an existing sanitary sewer service stub. All proposed sanitary sewer is expected to be 15-inch, but will match existing sanitary sewer capacity, as indicated by City of Ankeny.

Exhibit A – Scope of Service, Section V, Preliminary Design Services

Replace the following subsection to read:

x. Sanitary Sewer Plan and Profile (MSA-Sheets)

1. It is expected the existing sanitary sewer along SE 3rd Street from the east return of US Highway 69/S Ankeny Blvd to SE Trilein Drive will be replaced with a 15-inch sanitary sewer size to match the existing capacity.

Exhibit A – Scope of Service, Section VII, Final Design Services

Add the following subsection to Section A.ii.:

15. Sanitary Sewer Plan and Profile from SE Sharon Drive to SE Trilein Drive. (MSA-Sheets)

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

	Item	*Original Agreement*	*Amendment #1*	*Total*
A.	Project Administration and Coordination	$19,130.00	$1,345.00	$ 20,475.00
B.	Topo. Survey and Data Collection			Completed
C.	Geotech. Eng. (Sub)	$ 7,000.00	$ 0.00	$ 7,000.00
D.	Preliminary Design Services	$55,350.00	$6,740.00	$ 62,090.00
E.	Project Information Meeting	$ 3,500.00	$ 0.00	$ 3,500.00
F.	Final Design Services	$41,040.00	$3,800.00	$ 44,840.00
G.	Bidding Phase Services	$ 3,540.00	$ 0.00	$ 3,540.00
H.	Construction Services			By Amendment
	Total	**$129,560.00**	**$11,885.00**	**$141,445.00**

Exhibit A – Scope of Service, Section XII, Timeline

Replace the following subsection to read:

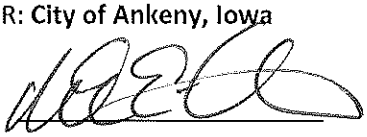
A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.

i.	Notice to Proceed	12/08/2020
ii.	Preliminary Plan Design	12/08/2020 - 05/28/2021
iii.	Preliminary Plans to Owner for Review	05/28/2021
iv.	Preliminary Plan Comments to Engineer	06/21/2021
v.	Project Information Meeting	07/20/2021
vi.	Final Plan and Contract Document Design	06/21/2021 - 09/13/2021
vii.	Final Plans and Cont. Docs to Owner for Review	09/13/2021
viii.	Final Plans and Contract Doc Comments to Engineer	10/11/2021
ix.	Final Design Completed - Contract Docs to Owner	11/08/2021
x.	Project Bid Letting	12/14/2021
xi.	Contract Award	12/20/2021
xii.	Phase 1 Construction Begins	Approximately 04/01/2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

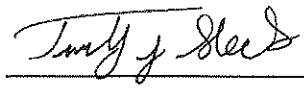
By: 

Print Name: ~~Gary Lorenz~~ Mark Holm

Title: Mayor Pro-tem

Date Signed: 6.7.21

ENGINEER: **JEO Consulting Group, Inc.**

By: 

Print Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 05-14-2021

This is **EXHIBIT G**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: March 7, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

X Additional Services to be performed by Engineer

X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with the design of ADA compatible sidewalk ramps on the East side of SE 3rd Street and SE Trilein Drive intersection, and construction services for the SE 3rd Street Utility Improvements – Phase 1 Project. These services include:

Exhibit A – Scope of Services, Section I, Project Description

Replace the following subsection to read:

C. Installing 4-ft wide sidewalk along both sides of SE 3rd Street, including the design of ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection. It is expected that these sidewalks will be installed within the existing 50-ft right-of-way.

Exhibit A – Scope of Service, Section VII, Final Design Services

Replace the following subsection to read:

A.ii.12. Sidewalk Layout and Tabulation (S-sheets)

1. Include ADA accessible sidewalk ramps on all four quadrants of the SE 3rd Street and SE Trilein Drive intersection.

Exhibit A – Scope of Services, Section IX, Construction Services

Replace the text to read:

A. Construction Administration
   i. The Engineer shall perform Project coordination with the Owner, adjacent property owners, and other necessary agencies.
   ii. The Engineer shall arrange and conduct a preconstruction meeting with the Owner and Contractor to review the project scope and intent, details of construction, contract requirements, and project schedule prior to construction.
   iii. The Engineer shall review shop drawings and other applicable submissions from the Contractor for compliance with the construction contract. Provide reviewed shop drawings to owner and contractor. Provide a shop drawing log to the owner.
   iv. The engineer shall review requests for information/clarifications on design and materials.
   v. The Engineer shall conduct on-site bi-weekly construction meetings with the Contractor.
   vi. The Engineer shall review, make recommendations, and prepare change orders.
   vii. The Engineer shall prepare partial payment applications, change orders and make recommendations to the Owner for their acceptance.
   viii. The Engineer shall review the project to determine completion in substantial conformance with the contract documents and recommend acceptance to owner.
   ix. The Engineer shall provide a certificate of completion for the project using the Owners template.

B. Construction Staking (Requires 48-hour notice)
   i. The Engineer shall provide all construction staking for the Project. The Construction documents state the Engineer shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
   ii. Detail staking to be provided
      i. Project site horizontal and vertical control point verification and setup (Horizontal and vertical control points will be available for the grading and building contractor for machine control).
      ii. Existing pavement removals and construction limits (100' intervals and points of deflection).
      iii. Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).
      iv. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
      v. Sanitary sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim elevations).
      vi. Hydrant locations, water main pipe, water critical crossings, structures and adjustments (Centerline pipe, top of pipe elevations, hydrant structure offsets).
      vii. Roadway pavement pave-thrus and intersection back of curb (Paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
      viii. Driveway pavement (Paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
      ix. Roadway sidewalk pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height). Set stakes for locations of sidewalk curbs.
      x. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning

space/level operating locations, corner offsets with elevations).

xi. Roadway lighting (Center of pole locations) for relocation of wood poles back into existing ROW post-construction.

xii. Pole locations for reinstallation of street signs.

C. Resident Project Representation

i. The Engineer will provide a Resident Project Representative to perform construction observation services for the Owner at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observations will be performed full time, approximately 7 hours per day, for most construction tasks unless otherwise noted herein.

ii. The Resident Project Representative shall attend the preconstruction conference and subsequent on-site meetings during construction as necessary.

iii. The Resident Project Representative will review the Contractor's work for general compliance with the plans and specifications.

iv. The Resident Project Representative shall verify materials delivered to the site by the Contractor are in accordance with the plans and specifications. Resident Project Representative reserves the right to reject any inappropriate or damaged materials. Resident Project Representative shall verify inappropriate or damaged materials are not incorporated into Project.

v. The Resident Project Representative shall immediately notify Engineer and Owner if they observe or have reason to believe the Contractor's construction methods or materials used do not meet the specifications. This may include the RPR, Engineer, or Owner directing the Contractor to stop work until the appropriate corrective measure(s) is determined.

vi. The Resident Project Representative shall observe proof rolls and spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The Resident Project Representative shall observe moisture and density tests.

vii. The Resident Project Representative shall observe traffic control operations to ensure general compliance with the Contract Documents.

viii. The Resident Project Representative shall prepare a weekly report of working days using the Owners template.

ix. The Resident Project Representative shall measure and keep a record of contract quantities for payment applications and observe and document testing required of the Contractor.

x. The Resident Project Representative shall provide full-time observation for the construction of sanitary sewer and service construction, including observation of trench compaction, manhole pressure testing, review of televising, and spot-checking line and grade.

xi. The Resident Project Representative shall provide full-time observation for the construction of storm sewer and footing drain installation including periodic spot checks of line and grade, and observe trench compaction testing. the Resident Project Representative will review televising videos of the storm sewer and footing drain and will provide a list of observed deficiencies.

xii. The Resident Project Representative shall provide full-time observation for the construction of temporary and permanent water main and service construction, including

observing trench compaction, spot check line and grade, bacterial testing and pressure testing.

xiii. The Resident Project Representative shall be on-site full-time during roadway and sidewalk paving operations. The Resident Project Representative shall observe onsite plastic concrete testing operations and collect results. The result shall be provided to the Engineer and the Owner.

xiv. The Resident Project Representative shall observe painted pavement markings installation.

xv. The Resident Project Representative shall observe sawing and sealing of joints, where applicable.

xvi. The Resident Project Representative shall periodically observe all surface restoration.

D. Monument Preservation

i. The Engineer shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office. Assumes restoration of one monument.

E. Post-Construction Services

i. The Resident Project Representative shall perform a project walkthrough with the Owner and Contractor and review the project to determine if it has been completed in substantial conformance with the plans, specifications, and other contract documents and recommend acceptance to the Owner.

ii. The Resident Project Representative shall assist the Owner in developing a final punch list and verify completion of items for acceptance.

iii. The Resident Project Representative shall prepare and furnish as-built record drawings and XYZ data files of the Project in accordance with the Client's Post-Construction Submittal Requirements. The as-built drawings shall include storm, sanitary, and water main above ground structure location data and underground utility location data from construction phase, including XYZ locations of water main fittings, bends. The Resident Project Representative shall complete Owner's ADA Sidewalk Certification forms.

iv. The Resident Project Representative shall provide copies of field sketches, logs, etc. to Owner.

<u>Exhibit A – Scope of Service, Section X, Deliverables</u>

Add text to read:

G. ADA Sidewalk Certification Forms using Owners template
H. Televising videos, reports
I. Material submittals and log
J. Testing reports and documents
K. Weekly working day reports
L. Field sketches and observation log book(s)
M. Record drawing submittals per Owner's submittal requirements

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

	Item	*Amendment #1 Total*	*Amendment #2*	*Total*
A.	Project Administration and Coordination	$20,475.00	$ 0.00	$ 20,475.00
B.	Topo. Survey and Data Collection			Completed
C.	Geotech. Eng. (Sub)	$ 7,000.00	$ 0.00	$ 7,000.00
D.	Preliminary Design Services	$62,090.00	$ 0.00	$ 62,090.00
E.	Project Information Meeting	$ 3,500.00	$ 0.00	$ 3,500.00
F.	Final Design Services	$44,840.00	$2,620.00	$ 47,460.00
G.	Bidding Phase Services	$ 3,540.00	$ 0.00	$ 3,540.00
H.	Construction Services	$ 0.00	$163,500.00	$163,500.00
	Total	**$141,445.00**	**$166,120.00**	**$307,565.00**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: _____

Print Name: _____

Title: Mayor

Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**

By:

Print Name: Rob Haaland, PE

Title: Project Manager

Date Signed: 02/25/2022

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: February 20, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

__X__ Additional Services to be performed by Engineer

__X__ Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with additional work completed during the Construction Administration and Resident Project Representation tasks, and additional Resident Project Representation due to additional working days added via Change Order. An itemized breakdown is shown below. Additionally, JEO Consulting Group has agreed to cover 50% of the price listed for Item #12.07 on Change Order No. 3, therefore, the total dollar amount included on this Amendment will be reduced by the agreed cost share amount.

1) Preconstruction Coordination with MidAmerican: $9,720.00
2) Additional Shop Drawing Reviews: $4,175.00
3) Additional Inspection required prior to 11/04/2022: $6,415.00
4) Additional Working Days from Change Orders: $6,145.00
5) Cost Share for Item #12.07 on Change Order No. 3: ($9,990.00)

This amendment includes the following changes to the original agreement:

Exhibit A – Scope of Services, Section IX, Construction Services

Add the following Subsections:

A. Construction Administration

x. Pre-Construction coordination with MidAmerican Energy for utility relocations.

C. Resident Project Representation

xvii. Provide Resident Project Representation for 6.5 additional Working Days added via Change Orders.

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

Item	*Amendment #2 Total*	*Amendment #3*	*Total*
A. Project Administration and Coordination	$ 20,475.00	$ 0.00	$ 20,475.00
B. Topo. Survey and Data Collection			Completed
C. Geotech. Eng. (Sub)	$ 7,000.00	$ 0.00	$ 7,000.00
D. Preliminary Design Services	$ 62,090.00	$ 0.00	$ 62,090.00
E. Project Information Meeting	$ 3,500.00	$ 0.00	$ 3,500.00
F. Final Design Services	$ 47,460.00	$ 0.00	$ 47,460.00
G. Bidding Phase Services	$ 3,540.00	$ 0.00	$ 3,540.00
H. Construction Services	$163,500.00	$16,465.00	$179,965.00
Total	**$307,565.00**	**$16,465.00**	**$324,030.00**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: _____

Print Name: _____

Title: _____

Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**

By: Timothy J Sheets

Print Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 01/27/~~2022~~ 2023

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2020.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: August 7, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: **December 7, 2020**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE 3rd Street Utility Improvements – Phase 1**

Nature of Amendment:

X Additional Services to be performed by Engineer

X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with additional Resident Project Representation and Construction Administration due to additional working days added via Change Order. An itemized breakdown is shown below.

1) Additional Working Days from Change Order #4 (24 days): $16,990.00

This amendment includes the following changes to the original agreement:

Exhibit A – Scope of Services, Section IX, Construction Services

Add the following Subsections:

C. Resident Project Representation

xviii. Provide Resident Project Representation for 24 additional Working Days added via Change Order #4.

Exhibit A – Scope of Service, Section XI, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

	Item	*Amendment #3 Total*	*Amendment #4*	*Total*
A.	Project Administration and Coordination	$ 20,475.00	$ 0.00	$ 20,475.00
B.	Topo. Survey and Data Collection			Completed
C.	Geotech. Eng. (Sub)	$ 7,000.00	$ 0.00	$ 7,000.00
D.	Preliminary Design Services	$ 62,090.00	$ 0.00	$ 62,090.00
E.	Project Information Meeting	$ 3,500.00	$ 0.00	$ 3,500.00
F.	Final Design Services	$ 47,460.00	$ 0.00	$ 47,460.00
G.	Bidding Phase Services	$ 3,540.00	$ 0.00	$ 3,540.00
H.	Construction Services	$179,965.00	$16,990.00	$196,955.00
	Total	**$324,030.00**	**$16,990.00**	**$341,020.00**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, and Exhibit H.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: _____

Print Name: _____

Title: _____

Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**

By: Timothy J Sheets

Print Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 07/20/2023

ANKENY CITY COUNCIL

City Council Agenda

August 7, 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:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

The purpose of Amendment No. 3 is to account for the additional construction engineering services completed by JEO Consulting Group, Inc. for the SE Delaware Avenue HMA Widening project due to the extended project's construction duration. The Contractor exceeded the allotted working days designated in the construction Contract. The scope of the additional construction engineering services along with the corresponding fees are shown in the attached Amendment No. 3 to the Professional Services Agreement. A copy of the original Professional Services Agreement and Amendments No. 1 and No. 2 are also attached for reference.

The total fee for the additional construction engineering services is $8,715.00. The original Professional Services Agreement for the design engineering services was $97,750.00, Amendment No. 1 for additional

design engineering and bidding services was $24,595.00, and Amendment No. 2 for construction engineering services was $95,200.00 Adding Amendment No. 3 to the Professional Services Agreement increases the overall contract amount to $226,260.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with JEO Consulting Group, Inc. in the amount of $8,715.00 for the SE Delaware Avenue HMA Widening project.

FISCAL IMPACT: **No**

The SE Delaware Avenue HMA Widening project was included in the City of Ankeny's CIP. The City intends to recover the cost of the additional construction engineering services for the project by charging the Contractor liquidated damages, as per the construction Contract.

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement
Amendment #1
Amendment #2
Amendment #3

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of April 19, 2021 ("Effective Date") between City of Ankeny, Iowa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SE Delaware Avenue HMA Widening ("Project").

JEO Project Number: 201512.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section VII of Exhibit A and Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee schedule is outlined in Exhibit A.

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule is set forth in Exhibit C.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions
Exhibit C – Standard Hourly Rate Schedule
Exhibit D – City of Ankeny Insurance Requirements for Professional Services
Exhibit E – Project Location & Concept Design Map

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Ankeny, Iowa

By: Gary Lorenz

Gary Lorenz
(Print Name)

Title: Mayor

Date Signed: 4-19-21

Address for giving notices:

City of Ankeny – Public Works

1210 NW Prairie Ridge Drive

Ankeny, IA 50023

Engineer: JEO Consulting Group, Inc.

By: Timothy J Sheets

Tim Sheets
(Print Name)

Title: Project Manager

Date Signed: 04/13/2021

Address for giving notices:

JEO Consulting Group, Inc.

1615 SW Main Street, Suite 205

Ankeny, IA 50023-7261

Exhibit A

JEO Consulting Group, Inc.
SCOPE OF SERVICES

I. PROJECT DESCRIPTION

A. The project includes Preliminary Design, Environmental Services, Final Design, and Bid Letting Support for SE Delaware Avenue between SE 66th Street and Polk County NE 62nd Avenue. The southern edge of the project aligns with Ankeny city limits. Topographic Survey was completed in a separate contract.

B. The southern extent of this project will tie directly into a project being designed by Polk County. The intent is to use the same roadway typical section throughout the SE Delaware Avenue corridor.

C. JEO will coordinate with both the City of Ankeny and Polk County throughout the project. JEO's plan sheets will be provided to Polk County for inclusion in their project plan set, which will then be submitted to the Iowa DOT as a local system, non-federal aid (SWAP) project submittal. JEO will work directly with Polk County to verify our plan sheets match the overall style, detail, and breadth of the Polk County plan sheets. Close coordination will be required on elements such as roadway alignment, profile grade, stationing, and digital terrain surfaces.

D. The project consists of the widening of SE Delaware Avenue from SE 66th Street to the South Ankeny City Limit. This widening will include both PCC Pavement and HMA Surfacing, and the entire width of the widened roadway will be overlaid with HMA surfacing.

E. New driveway approaches will be installed along the project to match into the widened section and/or meet the new profile of the HMA overlay.

F. Cross road culverts will be installed as necessary to maintain current conveyance. Storm sewer will be added on the West side of SE Delaware Avenue in-place of the existing open ditch. The existing ditch will be partially or fully filled due to the addition of sidewalk grading along the West side.

G. Sidewalk will be added to the City owned property on the North end of the project. Sidewalk will not be constructed South of the existing sidewalk on the West side, however, the future location of a sidewalk will be graded and included in the typical section. No sidewalk crossings are anticipated.

H. Watermain is not included in this project. There is one valve box on the North end of the project which will require an adjustment due to the widened section.

I. Sanitary Sewer is not included in this project.

J. Construction administration, construction staking, resident project representative, and post-construction services will be performed under a separate agreement or amendment.

II. ENGINEERING SERVICES

A. **Project Administration and Coordination**

i. The Engineer shall prepare and submit monthly invoice statements and progress reports.

ii. The Engineer shall perform Project coordination with the Owner, Polk County, property owners, and utility companies.

iii. The Engineer shall perform two (2) Project Team Meetings with the Owner during the project, one at the preliminary design phase and one prior to the Iowa DOT Check Plan submittal.

iv. The Engineer shall perform one utility coordination meeting with the utility company representatives. This meeting is to identify conflicts, review utility relocation plans prepared by the utility companies, and help facilitate a schedule with the Owner and utility companies to perform private utility relocations prior to the project construction.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

B. **Environmental Services**

i. Section 10 process for non-Federal-aid projects.
   1. Review Iowa Department of Natural Resources and US Fish & Wildlife Services websites for Threatened and Endangered species and potential habitat in project area.
   2. Prepare Determination of Effect for Threatened and Endangered Species for Local Public Agencies form and, if required, consult with regulatory agencies for concurrence.

ii. 404 Permit Process
   1. Perform on-site wetland determinations and delineations.
   2. Submit appropriate pre-construction notification to USACE, if necessary.

C. **Preliminary Design Services**

i. The Engineer will prepare 50% (Preliminary) design and plans for the proposed improvements along SE Delaware Avenue that include:
   1. Title Sheet (A-Sheet)
   2. Typical Sections (B-Sheets)
   3. Estimated Quantities and General Notes (C-Sheets)
   4. SE Delaware Avenue Roadway Plan and Profile (D-Sheets).
   5. Project Removals (F-Sheets)
   6. Survey Control and Alignment (G-Sheets)
   7. Preliminary Traffic Control and Staging (J-Sheets).
   8. Storm Sewer Plan and Profile (M-Sheets)
      a. The existing roadway ditch on the West side will be affected by the new sidewalk grading. It is expected that storm water will be handled with a new storm sewer & area intakes, or shallower ditch, or both.
      b. Cross road culverts will also be shown.
   9. Sidewalk Layout (S-Sheets).
   10. Preliminary Cross Sections (W-Sheets)

ii. Provide internal QA/QC for the Project.

iii. The Engineer shall review preliminary franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.

iv. The Engineer will submit a preliminary plan set to the Owner, Polk County, and applicable franchise utilities for review and comment.

v. The Engineer will prepare an Engineer's Preliminary Opinion of Probable Construction Cost.

Preliminary Design phase is considered complete when documents are reviewed by the Owner.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

D. **Project Information Meeting**

i. Prior to beginning the final design phase, the Engineer with the Owner and Polk County shall conduct one (1) Project Information Meeting for the Project.
ii. Polk County will provide meeting invitations to impacted owners, tenants, and residents along the project corridor. Polk County will provide the meeting facilities.
iii. The Engineer will attend the meeting and provide a display drawing for use at the meeting that will depict project details for the Owner's portion.
iv. The Engineer will respond to any property owner questions for the Owner's portion.

E. **Final Design Services**

i. Check (95%) Plans and Specifications
    1. Review Preliminary Plan comments from the Owner and internal QA/QC review. Incorporate comments into the final design and plans.
    2. Elements shown on the plans will include:
        a. Title Sheet (A-Sheet)
        b. Typical Sections and Details (B-Sheets)
        c. Estimated Quantities, Estimate Reference Information, Iowa DOT Tabulations, and General Notes (C-Sheets)
        d. SE Delaware Avenue Roadway Plan and Profile (D-Sheets)
        e. Project Removals (F-Sheets)
        f. Survey Control and Alignment (G-Sheets)
        g. Traffic Control and Staging with Signing (J-Sheets)
        h. Storm Sewer Plan and Profile (M-Sheets)
        i. Erosion Control Plan Sheets (R-Sheets)
        j. Sidewalk Layout (S-Sheets)
        k. Special Details, if necessary (U-Sheets)
        l. Final Cross Sections (W-Sheets)
    3. The Engineer shall prepare the plans and bid items in accordance with Iowa DOT Standard Specifications. Plans and submittals will follow the requirements of Iowa DOT Instructional Memorandum to Local Public Agencies 3.700.
    4. Provide internal QA/QC of the Project.
    5. Provide 95% (Check) Engineer's Opinion of Probable Construction Cost for the Project.
    6. Furnish a copy of the check plans to the Owner for review prior to submitting to Polk County and the Iowa DOT.
    7. The Engineer shall provide Polk County with electronic plans in PDF format, Iowa DOT Tabulations in Excel format, and coordinate on the Check Plan submittal to Iowa DOT's TPMS online portal.
    8. The Engineer shall develop any Project Special Provisions, if necessary.

ii. Final 100% Plans and Specifications
    1. Upon receipt of the 95% (Check) plan review and comments by the Owner, the Engineer shall incorporate comments and complete the plans for the project bid letting.
    2. NPDES Storm Water Permit
        a. The Engineer will obtain public notices and proof of publication, submitting Notice of Intent, and preparing the "initial" Storm Water Pollution Prevention Plan (SWPPP) for the project. The Owner is responsible for implementation during construction.
        b. The Engineer will pay all permit fees, publication fees, and other associated fees.
        c. The Engineer is not responsible or liable for compliance with any storm water discharge requirements at the site other than the preparation of the Notice of Intent for Storm Water Discharge Permit #2 applicable to the site and creation of the "initial" SWPPP for the site.

    3. The Engineer will prepare and submit to the Owner an Engineer's Final Opinion of Probable Construction Cost for the Project. The estimate shall be based on engineering judgment and does not represent a guarantee of the actual construction costs. The Engineer has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining bid prices.

iii. The Engineer shall review final franchise utility relocation plans and provide comments. The Engineer will coordinate comments and plans with the Owner.

iv. The Engineer shall provide Polk County with electronic plans in PDF format and coordinate on the Final Plan submittal to Iowa DOT's TPMS online portal.

v. Plans and submittal will follow the requirements of Iowa DOT Instructional Memorandum to Local Public Agencies 3.700.

F. **Bidding Phase Services**

i. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner, Polk County, and Iowa DOT during this phase.

Bidding will be performed through the Iowa DOT Contracts and Specifications Bureau.

G. **Construction Services**

i. Construction services shall be performed under separate Agreement or Amendment.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

III. DELIVERABLES

A. Preliminary Design Drawings (11" x 17") – Electronic Copy
B. Engineer's Preliminary Opinion of Probable Construction Cost
C. Check Plan Drawings (11" x 17") – Electronic Copy
D. Engineer's Opinion of Probable Construction Cost (95%)
E. Final Plan Drawings (11" x 17") - Electronic Copy and 5 Hard Copies
F. Engineer's Final Opinion of Probable Construction Cost
G. Project Special Provisions (if needed)
H. Pre-construction GIS/Survey Submittals per Owner's Requirements (Including Base Map and Project Design in AutoCAD format)

IV. FEE SCHEDULE (HOURLY NOT TO EXCEED)

A. Project Administration and Coordination	$ 17,050.00
B. Environmental Services	$ 2,000.00
C. Preliminary Design Services	$ 43,610.00
D. Project Information Meeting	$ 3,450.00
E. Final Design Services	$ 28,950.00
F. Bidding Phase Services	$ 2,690.00
G. **TOTAL**	**$ 97,750.00**

V. TIMELINE

A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner:

i. Notice to Proceed	April 2021
ii. Preliminary Plan Design	May 2021
iii. Preliminary Plans to Owner for Review (2 weeks)	June 8, 2021
iv. Preliminary Plan Comments to Engineer	June 22, 2021
v. Project Information Meeting	June 29, 2021
vi. Check Plans to Owner for Review (2 weeks)	July 13, 2021
vii. Check Plan Comments to Engineer	July 27, 2021
viii. Check Plans submittal to Iowa DOT (via Polk County)	August 3, 2021
ix. Final Plans submittal to Iowa DOT (via Polk County)	September 21, 2021
x. Project Bid Letting	December 21, 2021

* Note: Project schedule is dependent upon timely reviews by regulatory agencies and stakeholders, as well as timely project direction from the Owner. The Engineer shall not be responsible for delays in the schedule that are beyond the Engineer's control.

JEO Consulting Group, Inc.
SCOPE OF SERVICES

VI. ADDITIONAL SERVICES NOT INCLUDED IN CONTRACT

A. Bidding Services (bid through the Iowa DOT).
B. Existing pavement cores.
C. Grant Administration.
D. Preparation and/or review of cultural or archaeological studies.
E. Subsurface Utility Exploration and coordination.
F. Acquisition plats, exhibits, and legal descriptions for temporary easement, permanent easements, and fee title acquisitions.
G. Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
H. Construction phase services including construction administration, resident project representation, or construction staking (to be negotiated at a later date).
I. Record drawings (to be negotiated at a later date).
J. Material testing services.
K. Boundary retracement of existing lots to set missing monuments.
L. Project management and coordination tasks beyond the scheduled project completion period.
M. Preparation of bidding or contract documents for alternate bid prices.
N. Other permits not indicated within this scope.
O. Special meetings and meetings not outlined in the Scope of Services.
P. Other services not specifically outlined in this Agreement.
Q. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, warranty deeds, condemnation support.
R. Sanitary sewer design.
S. Water main design.
T. Storm sewer design not already outlined in the Scope of Services.
U. Traffic studies.

VII. OWNER'S RESPONSIBILITIES

A. Provide timely plan reviews and all criteria and full information as to requirements for the project.
B. Perform and provide the Engineer with existing pavement cores along SE Delaware Avene.
C. Provide copies of the most current water, sanitary sewer, storm sewer, and fiber optic base maps, and GIS data.
D. Give prompt written notice to Engineer of any hazardous environmental conditions.
E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the agreement.
F. Provide a room/location for the Project Information Meeting.
G. Provide meeting invitations for the Project Information Meeting and notify the property owners along the project corridor of the meeting.
H. Provide a designated authorized project representative.
I. Attend meetings, if necessary, with each property owner located along the project corridor.
J. Record of Property Ownership and Lien Certificates, right-of-way negotiations, compensation estimates, and warranty deeds.
K. Other permit fees not specifically outlined in this agreement.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit C.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

~~**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:~~

~~a. Workers' Compensation: Statutory~~
~~b. Employer's Liability~~
~~i. Each Accident: $500,000~~
~~ii. Disease, Policy Limit: $500,000~~
~~iii. Disease, Each Employee: $500,000~~
~~c. General Liability~~
~~i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000~~
~~ii. General Aggregate: $2,000,000~~
~~d. Auto Liability~~
~~i. Combined Single: $1,000,000~~
~~e. Excess or Umbrella Liability~~
~~i. Each Occurrence: $1,000,000~~
~~ii. General Aggregate: $2,000,000~~
~~f. Professional Liability:~~
~~i. Each Occurrence: $1,000,000~~
~~ii. General Aggregate: $2,000,000~~
~~g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.~~
~~h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.~~

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the client nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

EXHIBIT C

JANUARY 1, 2021

JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	$155.00	-	$290.00
Project Engineers/Architects:	$130.00	-	$235.00
Project Engineers (E.I.):	$110.00	-	$130.00
Designer:	$140.00	-	$195.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	$80.00	-	$145.00
Office/Administrative:	$85.00	-	$135.00
Principals:	$230.00	-	$350.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

City of Ankeny Insurance Requirements for Professional Services

1. _____ shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

E) PROFESSIONAL LIABILITY $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

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

EXHIBIT D

Preservation of Governmental Immunities Endorsement

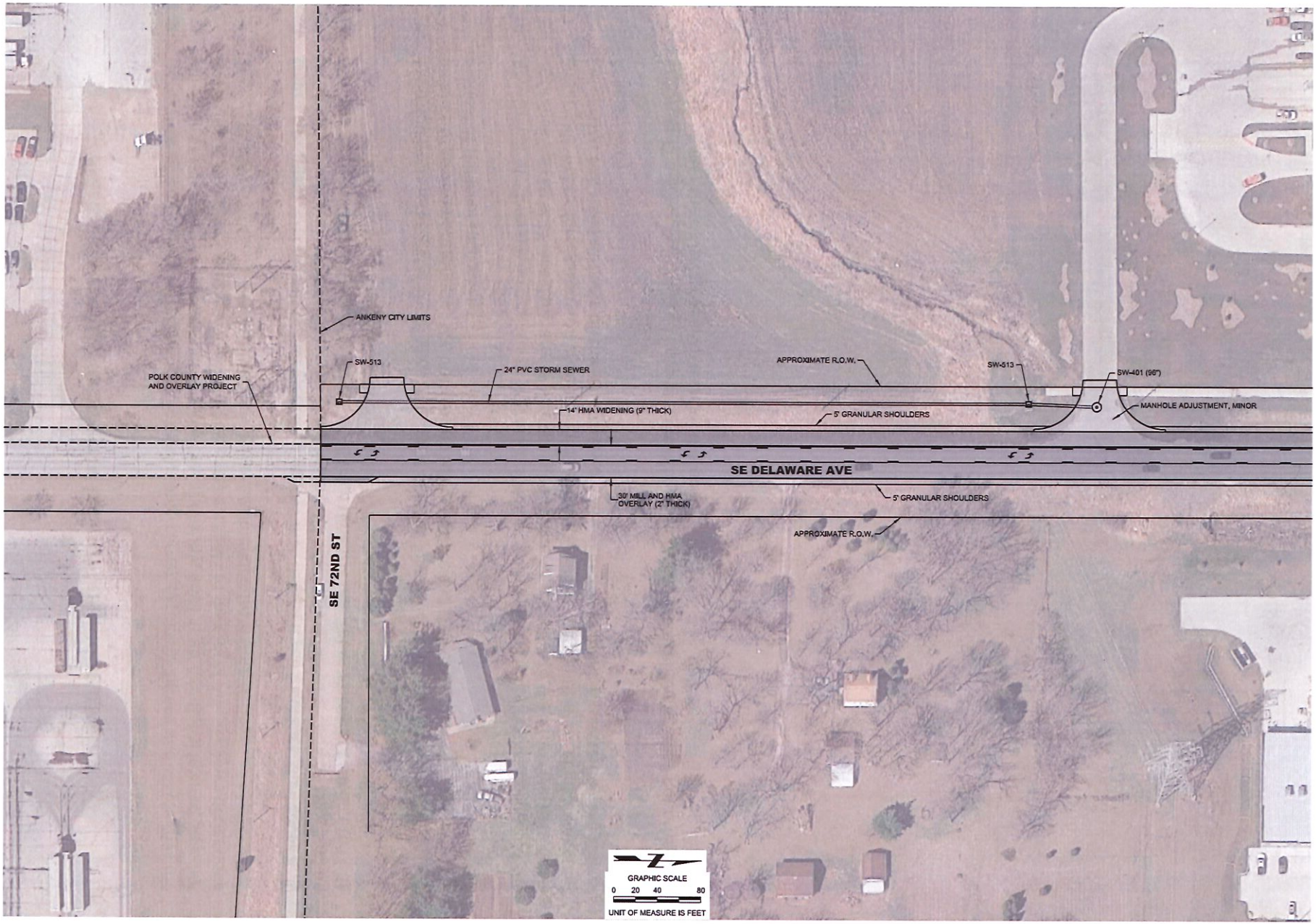
1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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



JEO CONSULTING GROUP INC
800.723.8567

SE DELAWARE AVENUE
HMA WIDENING
ANKENY, IA

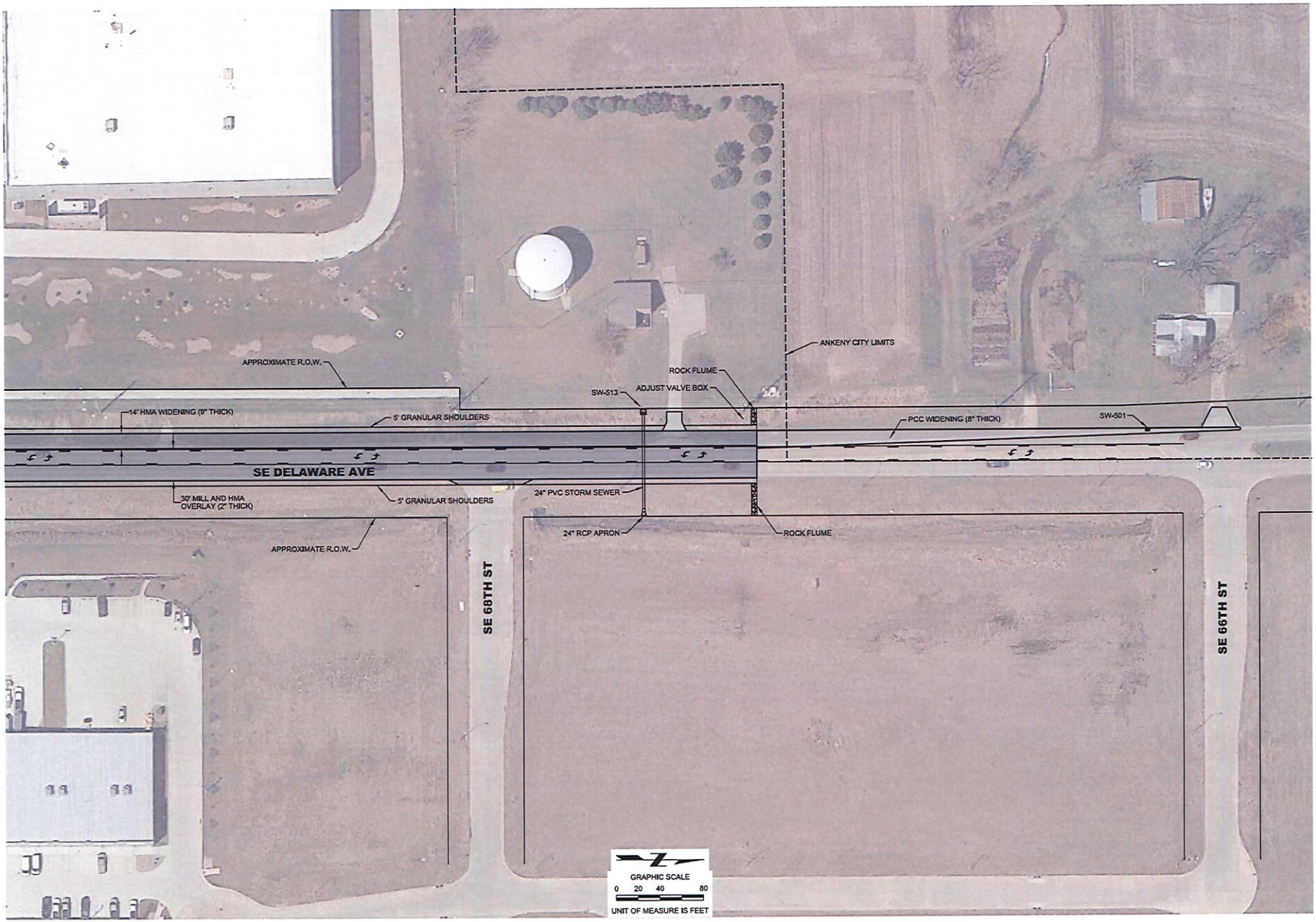
EXHIBIT E

PROJECT NO.	201512.00
DATE	10/7/2020
DRAWN BY	choffmann
FILE NAME	5x201512.00x001.dgn
FIELD BOOK	FIELDBOOK
FIELD CREW	FC INI
SURVEY FILE NO.	SURVEY FILE NO
PLANS HAND SIGNED	PBI INI
DATE	PBI DATE
75 PERCENT REVIEW SIGNED	75% INI
DATE	75% DATE
95 PERCENT REVIEW SIGNED	95% INI
DATE	95%DATE
REVISIONS	

1 OF 2

File Name and Location: P:\Projects\201512.00 - Ankeny SE Delaware Roadway Improvements- SE 66th Ave to SE 72nd Ave\Design\2 Drawings\Ex 201512.00.001.dgn
Print Date/Time: 10/7/2020 1:20 PM
By: choffmann

Plot Over Used: K:\Bentley\Resources\Sheet\JEO_OpenRoads\Workspace\Standards\sheet\Sheet_Size_PDF_BW.xlsx
Pen Table Used: K:\Bentley\Resources\Sheet\JEO_OpenRoads\Workspace\Standards\sheet\JEO_printable.stb



JEO CONSULTING GROUP INC
800.723.8567

SE DELAWARE AVENUE
HMA WIDENING
ANKENY, IA

EXHIBIT E

PROJECT NO.	201512.00
DATE	10/7/2020
DRAWN BY	choffmann
FILE NAME	S=201512.00d02.dgn
FIELD BOOK	FIELDBOOK
FIELD CREW	FC
SURVEY FILE NO.	SURVEY FILE NO
PLANS IN HAND SUBMIT DATE	PIH SUB PIH DATE
70 PERCENT REVIEW SUBMIT DATE	70% SUB 70% DATE
95 PERCENT REVIEW SUBMIT DATE	95% SUB 95% DATE
REVISIONS	

2 OF 2

File Name and Location: P:\Projects\201512.00 - Ankeny SE Delaware Roadway Improvements- SE 66th Ave to SE 72nd Ave\Design\42 Drawings\42-201512.00-002.dgn
Print Date/Time: 10/7/2020 11:27 PM
By: choffmann

Plot Driver Used: K:\Bentley\Resources\84ES0_OpenRoads\Workspace\Standards\plotdrv\84esf_8.xx_PDF_BW.plotdrv
Pen Table Used: K:\Bentley\Resources\84ES0_OpenRoads\Workspace\Standards\tables\CEC_portable.tbl

This is **EXHIBIT F**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 19, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: January 3, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **April 19, 2021**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE Delaware Avenue HMA Widening**

Nature of Amendment:

__X__ Additional Services to be performed by Engineer

__X__ Modifications of payment to Engineer

__X__ Modifications of project timeline

Description of Modifications:

This Amendment is associated with separating the City of Ankeny portion of the corridor from the Polk County portion of the corridor and proceeding with a local letting that does not include the Polk County portion. Also included in this Amendment is the preparation of acquisition plats and utility potholing performed by a sub-consultant. These services include:

Exhibit A – Scope of Services, Section II, Engineering Services

Amend the following sections:

F. Bidding Phase Services

1. Furnish plans, specifications, and contract documents of the Project to the Owner for prospective bidders via upload to QuestCDN. JEO will upload to QuestCDN.
2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
3. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during the advertising phase.
4. The project will be let by the Owner and the Engineer will attend the bid opening, confirm bid prices, prepare tabulation of construction bids, prepare Contract and PPM Bond forms, send to Contractor, and recommend award of Contract to the Owner.

Add the following sections:

H. Amendment No. 1: Design and Plan Sheet Updating – Removal from Polk County plans

1. The original plans were to be included in Polk County's submittal to the Iowa DOT's Local Systems Bureau, as part of a Federal-aid SWAP project. Polk County was providing the following plan sheets: A, C, J.
2. JEO will create, update, and finalize the necessary A, C, and J sheets, while continuing to use Iowa DOT bid items, estimate reference information, and tabulation tables.
3. JEO will utilize the Owner's front end documents and SUDAS Division 1 specifications for the General Provisions and Covenants for execution of the Contract and PPM Bond forms between the Owner and the Contractor.

J. Amendment No. 1: Acquisition Plats

1. Create acquisition plats for the required right-of-way acquisition along the project corridor. Property acquisition is not included in this scope.

K. Amendment No. 1: Utility Potholing

1. Sub-consultant to perform utility potholing along project corridor to locate existing utility lines and approximate depths.

Exhibit A – Scope of Services, Section IV, Fee Schedule (Hourly Not to Exceed)

Amend the Section IV of the original Agreement with the following Section IV:

	Item	*Original Agreement*	*Amendment #1*	*Total*
A.	Project Administration and Coordination	$17,050.00	$ 0.00	$ 17,050.00
B.	Environmental Services	$ 2,000.00	$ 0.00	$ 2,000.00
C.	Preliminary Design Services	$43,610.00	$ 0.00	$ 43,610.00
D.	Project Information Meeting	$ 3,450.00	$ 0.00	$ 3,450.00
E.	Final Design Services	$28,950.00	$ 0.00	$ 28,950.00
F.	Bidding Phase Services	$ 2,690.00	$ 0.00	$ 2,690.00
G.	Construction Services			By Amendment
H.	Amendment No. 1 – Design	$ 0.00	$15,095.00	$ 15,095.00
I.	Amendment No. 1 – Acquisition Plats	$ 0.00	$ 3,500.00	$ 3,500.00
J.	Amendment No. 1 – Utility Potholing	$ 0.00	$ 6,000.00	$ 6,000.00
	Total	**$ 97,750.00**	**$24,595.00**	**$122,345.00**

Exhibit A – Scope of Services, Section V, Timeline

Append the following subsection to read:

A. The following is the estimated time frame for this project. All calendar days are estimated, subject to acceptance day with Owner.

i.	Contract Documents to Owner for Review	12/23/2021
ii.	Contract Documents Comments to Engineer	01/07/2022
iii.	Notice to Bidders and Notice of Public Hearing	01/10/2022
iv.	City Council Approves Contract Documents	01/18/2022
v.	Project Bid Letting	02/15/2022
vi.	Contract Award	02/21/2022
vii.	Construction Begins	Spring 2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: _____

Print Name: Mark Holm

Title: Mayor

Date Signed: 1·3·22

ENGINEER: **JEO Consulting Group, Inc.**

By: _____

Print Name: Timothy Sheets, PE

Title: Project Manager

Date Signed: 12/21/2021

This is **EXHIBIT G**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 19, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: March 21, 2022.

Background Data

Effective Date of Owner-Engineer Agreement: **April 19, 2021**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE Delaware Avenue HMA Widening**

Nature of Amendment:

__X__ Additional Services to be performed by Engineer

__X__ Modifications of payment to Engineer

__X__ Modifications of Project timeline

Description of Modifications:

This Amendment is associated with the construction services for the SE Delaware Avenue HMA Widening Project. These services include:

Exhibit A – Scope of Services, Section I, Subsection J, Construction Services

Replace Subsection J to read:

J. Construction administration, construction staking, resident project representation, monument preservation, and post-construction services will be performed as detailed in this Amendment.

Exhibit A – Scope of Services, Section II, Subsection G, Construction Services

Amend the section to read:

i. Construction Administration
   a. The Engineer shall perform Project coordination with the Owner, adjacent property owners, and other necessary agencies.
   b. The Engineer shall arrange and conduct a preconstruction meeting with the Owner and Contractor to review the Project scope and intent, details of construction, Contract requirements, and Project schedule prior to construction.
   c. The Engineer shall review shop drawings and other applicable submissions from the

Contractor for compliance with the construction contract. Provide reviewed shop drawings to Owner and Contractor. Provide a shop drawing log to the Owner.

d. The Engineer shall review requests for information/clarifications on design and materials.
e. The Engineer shall conduct on-site weekly construction meetings with the Contractor.
f. The Engineer shall review, make recommendations, and prepare change orders.
g. The Engineer shall prepare partial payment applications and change orders, and make recommendations to the Owner for their acceptance.
h. The Engineer shall review the Project to determine completion in substantial conformance with the Contract Documents and recommend acceptance to Owner.
i. The Engineer shall provide a Certificate of Completion for the Project using the Owner's template.

ii. Construction Staking (Requires 48-hour notice)

a. The Engineer shall provide all construction staking for the Project. The construction documents state the Engineer shall provide one set of stakes for each construction operation. Any staking that is destroyed due to construction that must be replaced, will be at the Contractor's expense.
b. Detail staking to be provided
    i. Project site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the grading and paving contractor for machine control).
    ii. Existing pavement removals and construction limits (100' intervals and points of deflection).
    iii. Roadway sub-grade checks (Check stakes provided on centerline/100' intervals throughout the roadway).
    iv. Storm sewer pipe, structures, and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
    v. Roadway pavement pave-thrus (Paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
    vi. Driveway pavement (Paving hubs staked on 25' intervals and points of deflection, top of slab elevations).
    vii. Roadway sidewalk pavement (Paving hubs staked on 50' intervals and driveway edges. Offsets to a single edge to a pre-determined height). Set stakes for locations of sidewalk curbs.
    viii. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space/level operating locations, corner offsets with elevations).
    ix. Pole locations for reinstallation of street signs.

iii. Resident Project Representation

a. The Engineer will provide a Resident Project Representative to perform construction observation services for the Owner at the times and intervals appropriate to the stage of construction to observe the progress and quality of the work to determine if the results of the construction work are in general compliance with the Contract Documents. It is assumed that construction observations will be performed half time, approximately 4 hours per day, for most construction tasks unless otherwise noted herein.
b. The Resident Project Representative shall attend the preconstruction conference and subsequent on-site meetings during construction as necessary.
c. The Resident Project Representative will review the Contractor's work for general compliance

with the plans and specifications.

d. The Resident Project Representative shall verify materials delivered to the site by the Contractor are in accordance with the plans and specifications. Resident Project Representative reserves the right to reject any inappropriate or damaged materials. Resident Project Representative shall verify inappropriate or damaged materials are not incorporated into the Project.
e. The Resident Project Representative shall immediately notify the Engineer and the Owner if they observe or have reason to believe the Contractor's construction methods or materials used do not meet the specifications. This may include the RPR, Engineer, or Owner directing the Contractor to stop work until the appropriate corrective measure(s) is determined.
f. The Resident Project Representative shall observe proof rolls and spot check grading and subgrade preparation and review with the Contractor any deficiencies in the subgrade prior to paving. The Resident Project Representative shall observe moisture and density tests.
g. The Resident Project Representative shall observe traffic control operations to ensure general compliance with the Contract Documents.
h. The Resident Project Representative shall prepare a weekly report of working days using the Owner's template.
i. The Resident Project Representative shall measure and keep a record of Contract quantities for payment applications and observe and document testing required of the Contractor.
j. The Resident Project Representative shall provide full-time observation for the construction of storm sewer, culvert pipe, and subdrain installation including periodic spot checks of line and grade, and observe trench compaction testing. The Resident Project Representative will review televising videos of the storm sewer and subdrain and will provide a list of observed deficiencies.
k. The Resident Project Representative shall be on-site full-time during roadway and sidewalk paving operations. The Resident Project Representative shall observe onsite HMA testing and plastic concrete testing operations by the Contractor and collect results. The results shall be provided to the Engineer and the Owner.
l. The Resident Project Representative shall observe painted pavement markings installation.
m. The Resident Project Representative shall observe sawing and sealing of joints, where applicable.

iv. Monument Preservation

a. The Engineer shall prepare a Monument Preservation Certificate in accordance with Iowa Code 355.6A. This document may include, but not be limited to, identifying the existing monuments within the Project corridor and replacing any monument disturbed or removed at its preserved position. The results of this survey will be provided to the Owner for their record and recorded with the Polk County Recorder's Office. Assumes restoration of one monument.

v. Post-Construction Services

a. The Resident Project Representative shall perform a Project walkthrough with the Owner and Contractor and review the Project to determine if it has been completed in substantial conformance with the plans, specifications, and other Contract Documents and recommend acceptance to the Owner.
b. The Resident Project Representative shall assist the Owner in developing a final punch list and verify completion of items for acceptance.
c. The Resident Project Representative shall prepare and furnish as-built record drawings and

XYZ data files of the Project in accordance with the Owner's Post-Construction Submittal Requirements. The as-built drawings shall include storm sewer above ground structure location data and underground utility location data from the construction phase. The Resident Project Representative shall complete the Owner's ADA Sidewalk Compliance forms.

d. The Resident Project Representative shall provide copies of field sketches, logs, etc. to the Owner.

Exhibit A – Scope of Service, Section III, Deliverables

Add text to read:

G. ADA Sidewalk Compliance Forms using Owner's template
H. Televising videos and reports
I. Material submittals and log
J. Testing reports and documents
K. Weekly working day reports
L. Field sketches and observation log book(s)
M. Record drawing submittals per Owner's submittal requirements
N. Monument Preservation Certificate – verification of recording with Polk County

Exhibit A – Scope of Service, Section IV, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

	Item	*Amendment #1 Total*	*Amendment #2*	*Total*
A.	Project Administration and Coordination	$17,050.00	$ 0.00	$ 17,050.00
B.	Environmental Services	$ 2,000.00	$ 0.00	$ 2,000.00
C.	Preliminary Design Services	$43,610.00	$ 0.00	$ 43,610.00
D.	Project Information Meeting	$ 3,450.00	$ 0.00	$ 3,450.00
E.	Final Design Services	$28,950.00	$ 0.00	$ 28,950.00
F.	Bidding Phase Services	$ 2,690.00	$ 0.00	$ 2,690.00
G.	Construction Services	$ 0.00	$95,200.00	$ 95,200.00
H.	Amendment No. 1 – Design	$15,095.00	$ 0.00	$ 15,095.00
I.	Amendment No. 1 – Acquisition Plats	$ 3,500.00	$ 0.00	$ 3,500.00
J.	Amendment No. 1 – Utility Potholing	$ 6,000.00	$ 0.00	$ 6,000.00
	Total	**$122,345.00**	**$95,200.00**	**$217,545.00**

Exhibit A – Scope of Services, Section V, Timeline

Replace Subsection A.vii to read:

vii. Construction timeframe Spring to Autum 2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: _____

Print Name: Mark E. Holm

Title: Mayor

Date Signed: 3-21-22

Attest: _____

Printed/Typed Name: Mandy Hanson

Title: Records Clerk

Date Signed: 3-21-22

ENGINEER: **JEO Consulting Group, Inc.**

By: _____

Print Name: Rob Haaland, PE

Title: Project Manager

Date Signed: 03/xx/2022

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated April 19, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: August 7, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: **April 19, 2021**

Owner: **City of Ankeny, Iowa**

Engineer: **JEO Consulting Group, Inc.**

Project: **SE Delaware Avenue HMA Widening**

Nature of Amendment:

X Additional Services to be performed by Engineer

X Modifications of payment to Engineer

Description of Modifications:

This Amendment is associated with additional Resident Project Representation (RPR) and Construction Administration (CA) due to contractor exceeding the number of Working Days included in the construction contract. An itemized breakdown is shown below.

1) Additional Inspection and Administration: $8,715.00

This amendment includes the following changes to the original agreement:

Exhibit A – Scope of Services, Section II, Subsection G, Construction Services

Add the following Subsections:

iii. Resident Project Representation

n. Additional inspection required due to the Contractor exceeding the number of working days listed in the construction contract.

Exhibit A – Scope of Service, Section IV, Fee Schedule (Hourly Not to Exceed)

Amend the Section XI of the original agreement with the following Section XI:

	Item	*Amendment #2 Total*	*Amendment #3*	*Total*
A.	Project Administration and Coordination	$17,050.00	$ 0.00	$ 17,050.00
B.	Environmental Services	$ 2,000.00	$ 0.00	$ 2,000.00
C.	Preliminary Design Services	$43,610.00	$ 0.00	$ 43,610.00
D.	Project Information Meeting	$ 3,450.00	$ 0.00	$ 3,450.00
E.	Final Design Services	$28,950.00	$ 0.00	$ 28,950.00
F.	Bidding Phase Services	$ 2,690.00	$ 0.00	$ 2,690.00
G.	Construction Services	$95,200.00	$ 0.00	$ 95,200.00
H.	Amendment No. 1 – Design	$15,095.00	$ 0.00	$ 15,095.00
I.	Amendment No. 1 – Acquisition Plats	$ 3,500.00	$ 0.00	$ 3,500.00
J.	Amendment No. 1 – Utility Potholing	$ 6,000.00	$ 0.00	$ 6,000.00
K.	Amendment No. 3 – Additional RPR & CA	$ 0.00	$8,715.00	$ 8,715.00
	Total	**$217,545.00**	**$8,715.00**	**$226,260.00**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Ankeny, Iowa**

By: _____

Print Name: Mark E. Holm

Title: Mayor

Date Signed: _____

ENGINEER: **JEO Consulting Group, Inc.**

By: Timothy J Sheets

Print Name: Tim Sheets, PE

Title: Project Manager

Date Signed: 07-18-2023

Attest: _____

Printed/Typed

Name: Michelle Yuska

Title: City Clerk

Date Signed: _____

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

Kirkham Michael & Associates. completed the design of the Westwinds Storm Sewer Extension Project - SW Westwinds Drive which was bid locally on June 27, 2023. The Public Works Department proposes to continue using Kirkham Michael & Associates for construction engineering services during construction of the project.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. A copy of the original Professional Services Agreement and Amendment No. 1 are also attached for reference.

The fee for the additional engineering services is $45,890.00. The original Professional Services Agreement and Amendment No. 1 for design engineering services is $59,524.52. Adding Amendment No. 2 to the Professional Services Agreement increases the total contract amount to $105,414.52.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with Kirkham Michael & Associates. in the amount of $45,890.00 for the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement
Amendment No. 1
Amendment No. 2

KIRKHAM MICHAEL

Iowa • Kansas • Nebraska

www.kirkham.com

AGREEMENT FOR ENGINEERING SERVICES

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

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

Westwinds Storm Sewer Extension Project – SW Westwinds Drive

1. STANDARD CONDITIONS

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

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

2. SUPPLEMENTAL CONDITIONS

INSURANCE

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

11021 Aurora Avenue • Des Moines, IA 50322 • (515) 270-0848 • FAX (515) 270-1067

INDEMNIFICATION

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

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

DISPUTE RESOLUTION

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

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

3. SCOPE OF SERVICES

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

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

4. SCHEDULE

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

5. COMPENSATION

A. For full and complete compensation for work, materials, and services furnished for the Scope of services in this Agreement, Engineer shall be paid for direct time charged to the project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a maximum limit of **$44,080.00**. The Standard Hourly rates are included as part of Exhibit D to this Agreement and includes salary, additives, overhead and profit. No additional fees shall be payable for the project, unless specifically agreed to in writing by the Owner and Engineer prior to providing said services. A detailed estimate and fee is included as Exhibit D to this Agreement.

B. Work items not addressed in the scope of work included in this Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.

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

D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

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

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

ENGINEER:

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Federal ID #470365085

BY: _____

Date: 4/12/2021

OWNER:

CITY OF ANKENY, IOWA

BY: _____
Gary Lorenz, Mayor

Date: 4-19-21

(Revised: 09-17-2013)

Exhibit A

KIRKHAM MICHAEL

General Terms and Conditions

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

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

3. STANDARD OF PRACTICE AND ABSENCE OF WARRANTY
Services performed by Kirkham Michael under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the agreement or in any report, opinion, document, or otherwise. All estimates, recommendations, opinions, and decisions of Kirkham Michael will be made upon the basis of the information available to Kirkham Michael and Kirkham Michael's experience, technical qualifications, and professional judgment. Kirkham Michael makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Kirkham Michael's services.

Client expressly acknowledges that subsurface conditions may vary at locations other than at a particular location where borings, explorations, surveys and samplings are made, and that the data interpretations and recommendations of Kirkham Michael are based solely upon information available to Kirkham Michael. Client also acknowledges that Kirkham Michael shall not be responsible for interpretations by others of the information developed. All data obtained during investigative phases are subject to confirmation of conditions encountered during subsequent phases of the Project. Client recognizes that the scope of services under this Agreement is limited by Client's available budget and schedule and those additional services may yield more accurate and reliable information regarding conditions at or near the site.

4. PROJECT SITE AND RIGHT OF ENTRY
Client shall furnish or cause to be furnished to Kirkham Michael all documents and information known to CLIENT that relates to the identity, location, quantity, nature or characteristics of any hazardous waste at, on, or under the site. In addition, Client shall furnish and pay for such other reports, aerial photographs, data, studies, drawings, specifications, documents, and other information regarding surface and subsurface site conditions, which will be required by Kirkham Michael for performance of its services. Kirkham Michael shall be entitled to rely upon documents and information provided by Client in performing the services required under this Agreement; however, Kirkham Michael assumes no responsibility or liability for the accuracy or completeness of said documents and information. Client provided documents will remain the property of Client.

Kirkham Michael will not direct, supervise or control the work of contractors or their subcontractors. Kirkham Michael's services do not include a review or evaluation of a contractor's (subcontractor's) safety measures.

Kirkham Michael shall be responsible only for its activities and those of its employees on any site. Neither the professional activities nor the presence of Kirkham Michael, its employees, or its subconsultants on a site shall imply that Kirkham Michael controls the operations of others; nor shall this be construed to be an acceptance by Kirkham Michael of any responsibility for Project site safety.

Client shall provide right of entry for Kirkham Michael personnel, Kirkham Michael subconsultants and all equipment and vehicles necessary to perform services. Kirkham Michael will take reasonable measures to minimize damage to property; however, Client understands that some damage may occur and the cost of repair of such damage will be borne by the Client.

Client understands that Client will be responsible for designating the location of below grade structures, foundations, utilities and other subterranean obstacles. Kirkham Michael will take reasonable effort to avoid damage to these items. In the event these items cannot be located, Kirkham Michael, by Client written authorization, at Client's cost, will deploy feasible locating methods and employ specialty "dig up" crews to confirm locations. However, Client agrees to hold Kirkham Michael harmless for damages to or damages caused by any subsurface or subterranean utilities or structures which are not correctly located by Client or which Kirkham Michael could not locate using a reasonable standard of care.

5. INVOICING AND PAYMENT
The Client, recognizing that timely payment is a material part of the consideration of this agreement, shall promptly pay Kirkham Michael for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Kirkham Michael on a monthly basis and shall be due and payable upon receipt. The Client shall pay an additional charge of one and one half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower,) of the invoiced amount per month for any payment received by Kirkham Michael more than thirty (30) calendar days from the invoice date. Payment thereafter shall first be applied to accrued interest and then to principal unpaid amount.

If the Client for any reason fails to pay the undisputed portion of Kirkham Michael's invoices within thirty calendar days from the invoice date, Kirkham Michael may cease work on the project and the Client shall waive any claim against Kirkham Michael and shall defend and indemnify Kirkham Michael from and against any claims for injury or loss stemming from Kirkham Michael's cessation of services. Client shall also pay Kirkham Michael the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization and shall renegotiate appropriate contract terms and conditions such as those associated with the budget, schedule or scope of services.

Unless the specific provisions of Proposal provide otherwise or the Current Year Schedule of Fees is not incorporated, then payment under this Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense or per diem), and the provisions of the following sub-paragraphs shall apply:

a. The minimum time segment for billing field work is four (4) hours. The minimum time segment for billing work performed at an office is one-half (1/2) hour.

b. Project subcontracts (e.g. drilling, trenching, special testing, surveying, etc.) will be billed at cost plus 15% for handling and administration.

c. Other direct costs, excluding travel and subsistence, are payable at actual documented cost plus 10% for handling and administration. This shall include such items as shipping, communication, printing and reproduction, computer services, supplies and equipment, and equipment items rented from commercial sources. Travel and subsistence expenses of personnel when on business connected with the Project are reimbursable at cost plus 10%. The use of reusable field and support equipment owned by Kirkham Michael will be billed at negotiated rates. In the event that equipment does not have a current rate, a daily rate of 2% of purchase price of equipment will be used.

d. When applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task or phase. Analyses performed in Kirkham Michael or Kirkham Michael's subconsultants' laboratories will be billed on a unit-cost-per-analysis basis, unless specified otherwise in the accompanying Proposal (Scope of Services).

Exhibit A

KIRKHAM MICHAEL

General Terms and Conditions

e. Invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense, but not actual documentation. If requested by Client, documentation will be supplied at the cost of providing such documentation, including labor and copying costs.

6. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute Kirkham Michael's estimate to perform the services required to complete the Project as Kirkham Michael understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the Project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Kirkham Michael will inform CLIENT of such situations so that negotiation and compensation can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made, and the Agreement modified accordingly. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of either party's obligations results from any cause beyond either party's reasonable control and without either party's negligence.

7. LIMITATION OF LIABILITY

Kirkham Michael's liability is limited to amount of Kirkham Michael's compensation or the amount of fifty thousand dollars ($50,000) whichever is less. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Kirkham Michael and Kirkham Michael 's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, and any of them, to Client and anyone claiming, by, through, or under Client for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kirkham Michael or Kirkham Michael's directors, officers, principals, managers, employees, agents and Kirkham Michael's consultants and subconsultants, or any of them, shall not exceed the total compensation received by Kirkham Michael under this Agreement.

8. INSURANCE

Kirkham Michael agrees to purchase, at its own expense, Workers' Compensation Insurance and Comprehensive General Liability Insurance and will upon request, furnish insurance certificates to Client. Kirkham Michael agrees to indemnify Client for the claims covered by Kirkham Michael's insurance subject to the limitation of liability contained in Section 7. Kirkham Michael agrees to purchase additional insurance if requested by Client (presuming such insurance is reasonably available from carriers acceptable to Kirkham Michael), provided the costs for additional insurance are reimbursed by Client.

9. INDEMNIFICATION

Client and Kirkham Michael each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Kirkham Michael, they shall be borne by each party in proportion to its negligence.

10. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Kirkham Michael and Kirkham Michael shall not be liable to the Client for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault or whether it was committed by the Client or Kirkham Michael, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

11. TERMINATION

Either party may terminate the Agreement, in whole or in part, fourteen (14) days after giving written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of payment is based upon cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs Kirkham Michael incurs relating to commitments that had become firm before termination, and for a reasonable profit for services performed.

12. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska, unless mutually agreed in writing by Client and Kirkham Michael to be in accordance with the laws of the state where the Project is located.

13. DISPUTE RESOLUTION

Client and Kirkham Michael agree that as a prerequisite to the filing of a lawsuit or a demand for arbitration, they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

14. HAZARDOUS ENVIRONMENTAL CONDITIONS AND DISPOSAL OF CONTAMINATED MATERIAL

It is understood and agreed that Kirkham Michael is not, and has no responsibility as a handler, generator, treater, or storer, transporter, or disposer of hazardous or toxic substances found or identified at the Project site. It is acknowledged by both parties that Kirkham Michael's scope of services does not include any services related to the presence or discovery at the site of asbestos, PCBs, petroleum, hazardous waste, radioactive materials or any other hazardous material or toxic substance. Client acknowledges that Kirkham Michael is performing professional services for Client and Kirkham Michael is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the Project site.

15. CONFIDENTIALITY

Kirkham Michael shall maintain as confidential and not disclose to others without Client's prior written consent all information obtained from Client that was not otherwise previously known to Kirkham Michael or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (1) is published or comes into the public domain through no fault of Kirkham Michael, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction.

Client agrees that Kirkham Michael may use and publish Client's name and a general description of Kirkham Michael's services with respect to the Project in describing Kirkham Michael's experience and qualifications to other Clients or potential Clients.

Exhibit A

KIRKHAM MICHAEL

General Terms and Conditions

16. OWNERSHIP OF DOCUMENTS, RE-USE OF DOCUMENTS AND USE OF ELECTRONIC MEDIA

All documents including drawings and specifications prepared or furnished by Kirkham Michael (and Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants) pursuant to this Agreement are instruments of service in respect of the Project, and Kirkham Michael shall retain an ownership and property interest therein, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others as extensions of the Project or on any other project. Any Client re-use without written verification or adaptation by Kirkham Michael for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Kirkham Michael or Kirkham Michael's affiliates, subsidiaries, independent professional associates, consultants, and subconsultants with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting there from. Any such verification or adaptation will entitle Kirkham Michael to further compensation at rates to be agreed upon by Client and Kirkham Michael.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Kirkham Michael. Files in electronic media format or text, data, graphic or other types that are furnished by Kirkham Michael to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Kirkham Michael makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Kirkham Michael at the time electronic files were furnished to the Client.

17. CONTROLLING AGREEMENT

These General Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding Kirkham Michael's services. If any of these General Terms and Conditions are determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision.

These General Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause. This Agreement between Client and Kirkham Michael shall pertain only to the benefit of the parties hereto, and no third party shall have rights hereunder.

18. OPINIONS OF PROBABLE COST

Opinions of probable cost, cost estimates, and construction cost estimates provided herein are made based upon Kirkham Michael's experience and qualifications as professional engineers. However, since Kirkham Michael has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by Client subject to Paragraph 3 of these General Terms and Conditions.

In the event Client desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, Kirkham Michael will upon written authorization from Client secure the services of a specialized cost estimating and analyzing firm acceptable to Client. The Client shall agree to the payment of additional compensation as required.

19. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by Kirkham Michael, it is understood that the Contractor, not Kirkham Michael is responsible for the construction of the project, and that Kirkham Michael is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Kirkham Michael understands that the Client has sole right to decide whether to engage Kirkham Michael for Construction Phase Services. In the event the Client chooses to not include Kirkham Michael in Construction Phase Services, the Client shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by Kirkham Michael, the Client shall not bring any claim against Kirkham Michael and shall indemnify and hold Kirkham Michael, its agents and employees harmless from and against any claims, losses, damages and expenses, including but limited to defense costs and time of Kirkham Michael professionals, to the extent such claim, loss, damage or expense arises out such deviations.

20. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or this Agreement is to be considered Confidential and Proprietary, and is not to be disclosed or otherwise made available to third parties without the express written consent of Kirkham Michael.

Exhibit B
SCOPE OF SERVICES

Project Scope

The City of Ankeny is interested in investigating storm sewer extension and erosion repair options for a storm sewer outlet and drainage channel located at 2012 & 2016 SW Westwinds Drive within the Westwinds Subdivision. The Engineer will provide topographic survey, conceptual design services, preliminary design and easement acquisition, final design, construction document preparation and letting phase services. The Engineer will coordinate with subconsultant, Allender Butzke Engineering Inc. to complete geotechnical investigation and design for the identified areas.

Engineering Services to be Provided

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

I. PROJECT MANAGEMENT

This task will be ongoing throughout the project period. Greg Cabalka will serve as the Consultant Project Manager. The Consultant Project Manager will serve as primary point of contact, manage project schedule and budget, and be responsible for coordinating work of design team members. The Consultant Project Manager will provide continuous project administration, management and coordination of tasks and activities, preparation of monthly progress reports, issuing of invoices and billings, ensuring appropriate quality assurance/quality control and other project management related activities deemed necessary to ensure efficient and timely project completion.

II. CONCEPTUAL DESIGN

The Engineer will provide topographical survey of the project area within the Westwinds Subdivision. The project area is identified on the attached Exhibit C. Topographical survey and required cross sections will be provided to the Subconsultant, Allender Butzke Engineers Inc., to be utilized for geotechnical testing, design, and reporting. The Engineer will provide the Owner with conceptual designs, based on the geotechnical report, and review them with the Owner. The conceptual designs will include a base option that limits the proposed work to the existing easement, and an option that incorporates the entire slide area assuming that homeowners wish to complete proposed work outside of the easement. With the conceptual designs the Engineer will provide construction cost estimates for both options.

A. **Topographic Survey –** Engineer to provide topographical survey required for geotechnical exploration/design, and necessary information to produce construction plans.

B. **Geotechnical Engineering –** Geotechnical exploration of the site has been completed by Allender Butzke Engineering. Engineer will coordinate with Allender Butzke and retain them as a subconsultant to provide geotechnical engineering review and recommendations on the proposed conceptual design

C. **Conceptual Design** – The Engineer will provide two conceptual designs to the Owner based on the geotechnical exploration report. These concepts include an option that proposes work to extend the storm sewer to the channel and stabilize the existing drainage channel. A second option will include proposed work outside of the easement to restore areas that have experienced erosion and sloughing. Conceptual design will include exhibits, and drawings such as cross sections and plan views for each option. Cost estimates for each option and a technical memorandum summarizing the options for each area will be provided as well.

III. PRELIMINARY AND FINAL DESIGN

The Engineer will provide preliminary and final design services for the identified project including construction documents preparation. The project area is identified on the attached Exhibit C, and the repairs will be completed based on the Owner selected repair method in the concept design memorandum.

A. **Preliminary Design –** Engineer to provide preliminary design of the selected alternative to a level that provides limits of construction and access considerations to identify necessary easement acquisitions.

B. **Easement Acquisition** – Engineer will prepare temporary and permanent easement acquisition plats for the necessary properties. There is a total of three parcels where easements are anticipated to be needed. The Owner will provide all necessary easement documents to accompany the plats. The Engineer will contract with a sub-consultant to provide compensation valuation, negotiation, and acquisition services for the easement(s) on one of the parcels. The easements on the other two parcels are assumed to be voluntary with no compensation. Services for condemnation support are not included in this scope of services if they become necessary.

C. **Final Design –** Engineer to provide final design of the selected alternative to support the preparation of construction documents for a local public letting.

D. **Construction Documents Preparation** – Engineer will prepare construction plans, specifications, final cost opinion, and SWPPP for a local letting. Construction plans will include both the public and the private property portions (if necessary) of the recommended repairs, and the private property portions (if necessary) will be included as an "add alternate" within the plans. The plans will be prepared and submitted for review at the following levels of completion. Updated cost estimates will accompany each review submittal.
    a. 60% Plans – Plans will be developed to a level that provides confidence in the limits of construction, so that easement plats and a cost opinion can be prepared. 60% plans will not include final detailing, tabulations, and notes. The SWPPP will not be provided with the 60% plan review. These plans will be reviewed by the Owner and comments will be incorporated into an approved 60% plan set.
    b. 100% Plans – A final plan set, specifications, cost opinion, and SWPPP will be prepared for City review based on the approved 60% plan set. Comments from the Owner will be incorporated into final approved construction plans, specifications, and SWPPP.

IV. LETTING PHASE SERVICES

A. The project will be let by the Owner and the Engineer shall supply the necessary documents for this

process using Owner templates for the front ends and the SWPPP if necessary. The Engineer will complete the Quest CDN process for the formal letting.

B. The Engineer shall answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the Owner during this phase of services.

C. The Engineer shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the Owner regarding the awarding of the construction contract to the lowest qualified bidder. The Engineer shall coordinate the contracts, bonds, and certificates of insurance with the awarded contractor.

V. CONSTRUCTION PHASE SERVICES

The Engineer will perform construction administration / observation services during construction if requested by the City of Ankeny. These construction phase services would be contracted through a separate agreement.

Project Schedule

Topographic Survey will be completed within 2 weeks of notice to proceed, weather permitting.

Conceptual Design Complete – July 1, 2021

Preliminary Design Complete – September 1, 2021

Final Design & Construction Documents Complete – November 1, 2021

Letting – December 2021-January 2022

Exhibit C

PROJECT LOCATION MAP

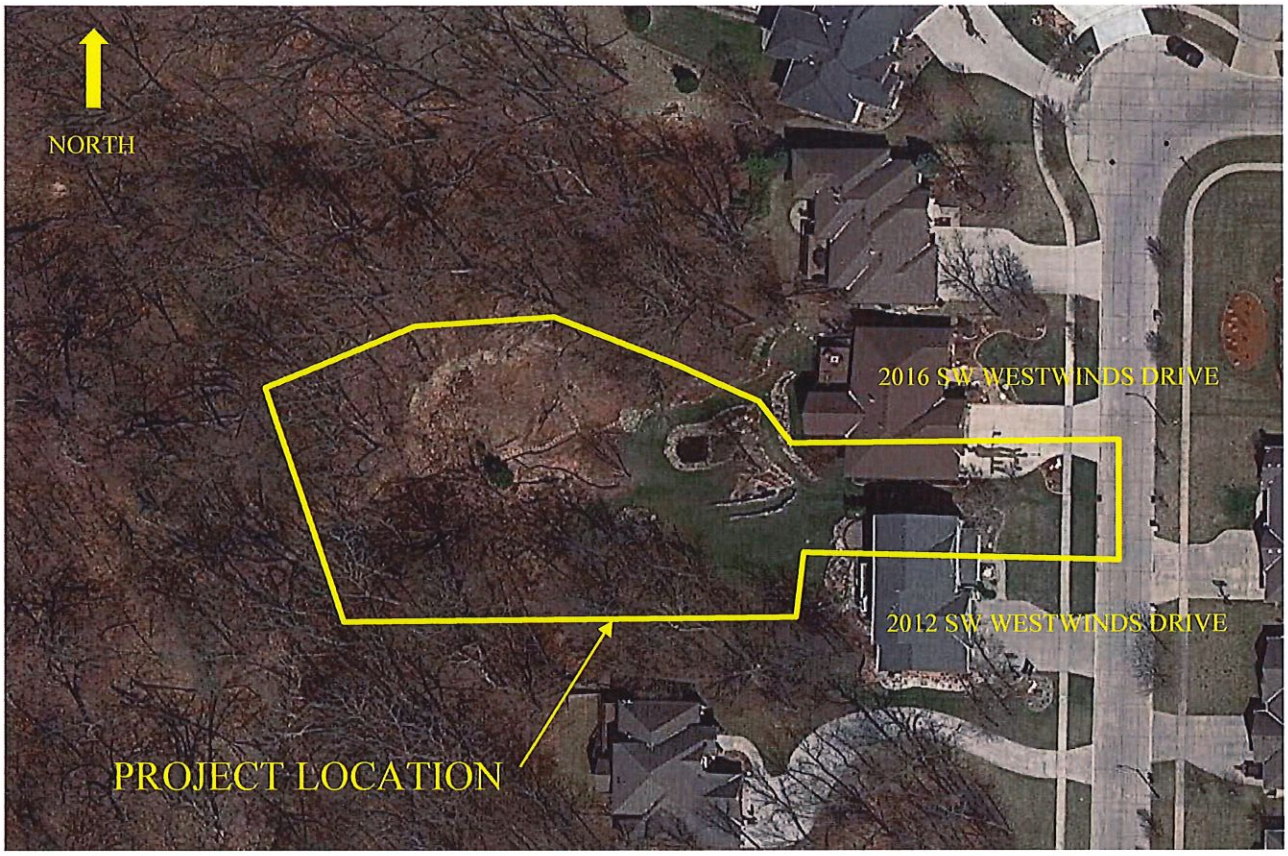


Exhibit D
FEE ESTIMATE

A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement, the Engineer shall be paid the following fees, including any authorized reimbursable expenses. The Engineer shall pay fees associated with required permits.

I. PROJECT MANAGEMENT: General Project Management	**Estimated Cost =**	**$3,950.00**
II. CONCEPTUAL DESIGN: Topographical Survey Geotechnical Engineering Conceptual Design	Estimated Cost = Subconsultant Cost = Estimated Cost = **Conceptual Design =**	$ 4,200.00 $ 2,500.00 $ 6,930.00 **$ 13,630.00**
III. PRELIMINARY & FINAL DESIGN Preliminary Design Easement Documents Easement Acquisition Final Design Construction Documents Preparation	Estimated Cost = Estimated Cost = Subconsultant Cost = Estimated Cost = Estimated Cost = **Prelim & Final Design =**	$ 4,500.00 $ 2,100.00 $ 3,500.00 $ 5,750.00 $ 8,650.00 **$ 24,500.00**
IV. LETTING PHASE SERVICES Bidding & RFI Response	**Estimated Cost =**	**$ 1,500.00**

REIMBURSABLE EXPENSES: NPDES Permit, NOI Posting	Project Total (Engineer) Project Total (Subconsultants) Reimbursable Expenses Total Not to Exceed Cost	$ 37,580.00 $ 6,000.00 $ 500.00 $ 44,080.00

B. Work items not addressed in the Scope of Services included in this Supplemental Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.

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

D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

Kirkham Michael (Iowa) 2021 Billing Rate Schedule by Classification	
KM Classification	**2021 Billing Rate**
Principal / Operations Manager	$200.00
Engineering Manager	$185.00
Principal Engineer	$195.00
Senior Scientist / NEPA Specialist	$155.00
Senior Engineer	$155.00
Associate Engineer	$140.00
Engineering Intern 1	$105.00
Engineering Intern 2	$115.00
Engineering Intern 3	$125.00
Design Manager	$140.00
Design Technician	$90.00
CADD Technician	$90.00
Licensed Surveyor	$200.00
Senior Project Surveyor	$135.00
Project Surveyor	$115.00
Survey Crew Chief	$105.00
Construction Engineer	$135.00
Construction Manager	$135.00
Senior Construction Observer	$90.00
Assistant Construction Observer / Technician	$85.00
Administrative	$80.00

Rates are subject to increase on January 1, 2022

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SUPPLEMENTAL AGREEMENT NO.1

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

PREAMBLE:

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

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

The Engineer is willing to provide said services.

AGREEMENT:

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

2. SCOPE OF SERVICES

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

Task 1: Site visits and Property Owner Coordination

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

Task 2: Easement Acquisition

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

3. SCHEDULE

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

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

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

ENGINEER:

KIRKHAM, MICHAEL & ASSOCIATES, INC.

Federal ID #470365085

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

Date: _____

OWNER:

CITY OF ANKENY, IOWA

DocuSigned by:
Mark E. Holm
4C9E47CBE056471...
Mark E. Holm, Mayor

11-21-22

BY: 11/15/2022

Date: _____

DocuSign Envelope ID: 3B36138E-E4C9-4C70-B93C-FE23B2850F5E

4. COMPENSATION

A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 1, the Engineer shall be paid for direct time charged to the Project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of $15,444.52. A detailed estimate and fee are included as Exhibit A to this agreement.

B. The Standard Hourly Rates are included as Exhibit B to this agreement and shall apply for the work completed under this Supplemental Agreement. These hourly rates include salary, additives, overhead and profit.

C. The contract ceiling amount is hereby increased by an amount of $15,444.52 from $44,080.00 to $59,524.52, which shall not be exceeded without written authorization from the Owner.

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

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Exhibit A
FEE ESTIMATE

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

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

B. Work items not addressed in the Scope of Services included in this Supplemental Agreement shall be considered extra work, and may be completed if required, at additional cost, to be negotiated at the time the work is found necessary.

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

D. In consideration of said compensation, the Engineer agrees to perform all services, work, and/or provide all materials, supplies, and equipment, and to carry out the provisions of this Agreement in a good and workmanlike manner to the satisfaction of the Owner. If the performance of this Agreement involves the services of others or the furnishing of equipment, supplies, or materials, the Engineer agrees to pay for the same in full; and at the time of payment by the Owner, to certify in writing to the Owner that said payments have been so made.

DocuSign Envelope ID: 3B36138E-E4C9-4C70-B93C-FE23B2850F5E

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

Rates are subject to increase on January 1, 2023

SUPPLEMENTAL AGREEMENT NO. 2

This Agreement is made and entered into this 7th day of August, 2023, by and between the CITY OF ANKENY, IOWA, hereinafter referred to as "**Owner**," and Kirkham Michael, & Associates, Inc. a CONSULTING ENGINEERING corporation, hereinafter referred to as "**Engineer**," as follows:

PREAMBLE:

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

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

The Engineer is willing to provide said services.

AGREEMENT:

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

2. SCOPE OF SERVICES

Upon authorization from the Owner, the Engineer will complete the following tasks during construction of the project. For budget purposes, it is assumed that the construction period will be 30 working days and that one full-time staff member of the Engineer will be available for the construction observation services on this project. This section includes providing field-testing of construction materials incorporated into the project and preparing written reports that document compliance or non-compliance of construction materials. All materials testing shall be provided by sub-consultant contracted with the Engineer.

Task 1: Pre-Construction Meeting

1.1 The Engineer will conduct a pre-construction meeting after award of construction contract for the Owner's contractor, subcontractors, utility companies, and other interested parties.

Task 2: Construction Staking

2.1 The Engineer will provide one-time construction staking of control points, benchmarks, alignment and grade of culvert. Additional staking that is required due to destruction of staking by the contractor will be billed to the Contractor at the Engineer's standard hourly rates.

Task 3: Construction Observation

3.1 The Engineer shall provide resident observation of the construction work by a full-time staff member of the Engineer. The Engineer shall observe the performance of construction work and advise the Contractor and the Owner of non-complying work or materials incorporated into the project. The Engineer shall maintain a daily record of work completed, materials tickets &

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certifications, and test reports. The Engineer will participate in erosion control inspections with the Owner. All concrete testing and soil testing will be completed by the project contractor in accordance with the plans and specifications.

Task 4: Shop Drawings

4.1 The Engineer will review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the Contract Documents. The Engineer will evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Engineer will have authority to require special inspection or testing of the work, and will receive and review all certificates of inspections, testing, and approvals required.

Task 5: Site Visits

In connection with observations of the Contractor's work while it is in progress:

5.1 The engineer of record shall make visits to the site at intervals appropriate to the various stages of construction as the Engineer deems necessary (estimated to be one site visit per week) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the engineer of record shall determine, in general, if such work is proceeding in accordance with the Contract Documents, and the Engineer shall keep the Owner informed of the progress of the work.

5.2 The purpose of the engineer of record's visits to the site will be to enable the Engineer to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the engineer of record's efforts as an experienced and qualified design professional, to provide for the Owner a greater degree of confidence that the completed work of the Contractor will conform to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor.

5.3 The engineer of record shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the engineer of record have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.

5.4 During such visits, the engineer of record may disapprove of or reject the Contractor's work while it is in progress if the engineer of record believes that such work will not produce a completed Project that conforms to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

Task 6: Partial Pay Estimates

6.1 The Engineer shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. The Engineer will prepare progress payment requests in a form supplied by the Owner. Such recommendations of payment will constitute a representation to the Owner based on such observations and review that the work has progressed to the point indicated, and that, to the best of the Engineer's knowledge, information, and belief, quality of work is in accordance with the Contract Documents. In the case of unit price work, the Engineer's recommendation of payment will include final determination of quantities and classification of such work.

Task 7: Change Orders

7.1 The Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith, prepare change orders as required.

Task 8: Final Inspections and Project Close-Out

8.1 The Engineer shall conduct an inspection in the company of the Owner to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Engineer may recommend, in writing, final payment to the Contractor and may give written notice to the Owner and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

Task 9: Audits / Final Closeout / Record Drawings

9.1 Engineer will update notes, record drawings, and other materials documenting the project construction, and provide materials as required by the Owner, as final records of the work. Engineer will work with the Owner to resolve items in question or dispute in order to document satisfactory completion of the project. Record Drawings will be provided to the owner in accordance with the City of Ankeny Post-Construction Submittals for CIP Projects, and include CAD file in AutoCAD format, one (1) half-size (11x17) paper copy, and one (1) half-size (11x17) PDF set.

3. SCHEDULE

The schedule for Tasks 1-7 of this Supplemental Agreement will be concurrent with the awarded contractor's schedule. The contract for construction of this project has designated 30 Working Days. Tasks 8 & 9 of this Supplemental Agreement will be completed within 60 days of final completion of construction on the project.

4. COMPENSATION

A. For full and complete compensation for work, materials, and services furnished for the Scope of Services in this Supplemental Agreement No. 2, the Engineer shall be paid for direct time charged to the Project at Standard Hourly Rates for each employee Classification plus reimbursable expenses up to a limit of $45,890.00. A detailed estimate and fee are included as Exhibit A to this agreement.

B. The Standard Hourly Rates are included as Exhibit B to this agreement and shall apply for the work completed under this Supplemental Agreement. These hourly rates include salary, additives, overhead and profit.

C. The contract ceiling amount is hereby increased by an amount of $45,890.00 from $59,524.52 to $105,414.52, which shall not be exceeded without written authorization from the Owner.

Except as specifically amended by this Supplemental Agreement No. 2, all the terms and conditions of the Base Agreement and Supplement #1 shall remain in full force and effect.

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

Attachment: Exhibit A – Fee Estimate – Supplemental Agreement #2
Exhibit B – Kirkham Michael 2023 Standard Hourly Rates

ENGINEER:	OWNER:
KIRKHAM, MICHAEL & ASSOCIATES, INC.	CITY OF ANKENY, IOWA
Federal ID #470365085	
BY: _____	BY: _____
Greg D. Cabalka, P.E., Vice President	
Date: 7/28/2023	Date: _____

(Revised: 02-23-22)

Project Staff Hour Estimate and Engineering Budget

KIRKHAM MICHAEL

Project Name:	**Westwinds Storm Sewer Extension CE**
Client Name:	**City of Ankeny**
KM Project Manager:	**Greg Cabalka**
Date:	**7/28/2023**

Task	Description	Project Manager	Senior Engineer	Construction Manager	Senior Construction Observer	Survey Manager	Survey Crew (2-Person)							Subtotals KM Labor	KM Direct Expenses	Sub 1	Sub 2
	Billing Rates	$245.00	$170.00	$150.00	$105.00	$150.00	$190.00										
	SECTION II	**$2,450**	**$7,480**	**$3,600**	**$25,200**	**$1,200**	**$2,660**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$42,590**	**$800**	**$2,500**	**$0**
	Staff Hours	**10**	**44**	**24**	**240**	**8**	**14**	**0**	**0**	**0**	**0**	**0**	**0**				
1	Pre-Construction Meeting	2	4											$1,170.00			
2	Construction Staking					6	8							$2,420.00	50		
3	Construction Observation			24	240									$28,800.00	750	2500	
4	Shop Drawings		8											$1,360.00			
5	Site Visits	2	16											$3,210.00			
6	Partial Pay Estimates	2	4											$1,170.00			
7	Change Orders		4											$680.00			
8	Final Inspecitons and Project Closeout	2	4											$1,170.00			
9	Audits / Final Closeout / Record Drawings	2	4			2	6							$2,610.00			
	Total Hours	**10**	**44**	**24**	**240**	**8**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**340**			
	Total Fees	**$2,450**	**$7,480**	**$3,600**	**$25,200**	**$1,200**	**$2,660**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$42,590**			
	Total Raw Labor	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**			
	Total Fees (Billing Rates)	**$2,450**	**$7,480**	**$3,600**	**$25,200**	**$1,200**	**$2,660**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$42,590**			

Kirkham Michael (Iowa) 2023 Billing Rate Schedule by Classification	
KM Classification	**2023 Billing Rate**
Principal / Operations Manager	$245.00
Engineering Manager	$225.00
Principal Engineer	$195.00
Senior Scientist / NEPA Specialist	$160.00
Senior Engineer	$170.00
Associate Engineer	$160.00
Engineering Intern 1	$115.00
Engineering Intern 2	$125.00
Engineering Intern 3	$135.00
Design Manager	$155.00
Design Technician	$100.00
CADD Technician	$100.00
Licensed Surveyor	$245.00
Senior Project Surveyor	$150.00
Project Surveyor	$130.00
Survey Crew Chief	$120.00
Construction Engineer	$160.00
Construction Manager	$150.00
Senior Construction Observer	$105.00
Assistant Construction Observer / Technician	$95.00
Administrative	$95.00

Rates are subject to increase on January 1, 2024

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Amendment No. 2 to the Professional Services Agreement increasing the contract amount by $9,600.00 with MSA Professional Services (MSA) for limited construction engineering services associated with the first phase of the Uptown Parking Improvements project.

EXECUTIVE SUMMARY:

The City of Ankeny engaged MSA for the initial concept engineering services for the proposed parking improvements within the Uptown area. Amendment No. 1 covered the final design engineering services to include additional areas for the first phase of the Uptown Parking Improvements project. Amendment No. 2 covers the limited construction engineering services associated with the project's construction in late summer and fall 2023. City of Ankeny Public Works staff will be responsible for the construction administration and construction inspection of the project.

The scope of the limited construction engineering services and the corresponding fees are shown in the attached Amendment No. 2 to the Professional Services Agreement. The original Agreement along with Amendment No. 1 are also attached for reference.

The fee for the limited construction engineering services is $9,600.00. The fee for the Professional Services Agreement was $41,710.00 and the fee for Amendment No. 1 was $47,200.00. Adding Amendment No. 2 increases the total contract amount for the first phase of the Uptown Parking Improvements to $98,510.00.

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with MSA in the amount of $9,600 for the first phase of the Uptown Parking Improvements project.

FISCAL IMPACT: **No**

The project is included in the 2023 - 2027 Capital Improvement Program with design and construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #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, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 18, 2022: City Council approved the Professional Services Agreement with MSA for the initial concept engineering services for the proposed parking improvements within the Uptown area.

March 20, 2023: City Council approved Amendment No. 1 with MSA for the final design engineering services associated with the first phase of the Uptown Parking Improvements project.

PUBLIC OUTREACH EFFORTS:

Adjacent property owners in the vicinity of the first phase of the Uptown Parking Improvements project will be notified via letter of the improvements in advance of construction.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement
Amendment No. 1
Amendment No. 2

DocuSign Envelope ID: 6C358917-DC56-44C4-8309-2824B7152E1A

Professional Services Agreement

MSA Project Number: 09085056

This AGREEMENT (Agreement) is made today July 18, 2022 by and between CITY OF ANKENY (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Uptown Parking Improvements

The scope of the work authorized is: See Attached

The cost, not to exceed, for the work is: $41,710

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF ANKENY

DocuSigned by:
Mark E. Holm
4C9E47CBE956471...

Mark E. Holm
Mayor
Date: 7/18/22

410 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren

Nichole Sungren, PE
Team Leader/Project Manager
Date: July 18, 2022

1555 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

Attest:

DocuSigned by:
Michelle Yuska
7E497FC63C464A9...

Michelle Yuska
City Clerk
Date: 7/18/22

Jake Huck, PE
Regional Public Works Manager
Date: July 18, 2022

DocuSign Envelope ID: 6C358917-DC56-44C4-8309-2824B7152E1A

Scope of Services
Uptown Parking Improvements
STR-21-006

Basic Engineering Services and Related Matters

MSA Professional Services, Inc. (ENGINEER) proposes to provide design phase services for the City of Ankeny, Iowa (OWNER), including submission of plans and specifications, of the following:

1) Uptown Parking Improvements STR-21-006

Conceptual design of street parking of four (4) areas (Areas A, B, D, and I) along SW Cherry Street and SW 3rd Street. Project is also to include final street parking design for one (1) area (Area I) along SW 3rd Street. This project includes feasibility studies and cost estimates for all four (4) parking areas as well as property owner discussions in Area I. SUDAS Design Standards and Specifications shall be implemented, including current City of Ankeny Supplemental Specifications.

In association with completion of the above project, the following assumptions are applicable:

Survey:

Upon determination of project limits, a topographic survey of proposed improvement areas shall be performed. Topographic survey shall include locating and identifying observable features within the improvement areas, as well as research for determining existing property owners, and property lines. All One-Call locates, existing right of way and easements shall be surveyed in State Plane Coordinate system (NAD83/Iowa South) and in the NAVD88 vertical datum. No property acquisition services are anticipated from ENGINEER for the completion of project.

Permit Applications:

No permits are assumed or are included in the scope as a part of this project.

Subsurface Investigation and Geotechnical Evaluations:

It is assumed that no subsurface investigation and geotechnical evaluations will be performed as a part of these design services. Any soil borings and/or pavement cores will be taken on an as needed basis, as determined by the ENGINEER and/or the OWNER and will be added to the project by contract amendment.

Schedule:

The ENGINEER will notify the OWNER when there are time sensitive design decisions that need be made by the OWNER. Failure of the OWNER to provide the ENGINEER the necessary information, in writing, will impact the overall schedule as outlined in this contract and may require the ENGINEER to stop work until a decision has been reached.

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Geometry Revisions:

It is assumed that no geometric revisions to the roadway design will occur after the completion of the preliminary design. Any and all such revisions shall be considered out of scope of this project.

Project Coordination

Limited coordination with other adjacent projects is feasible.

Project Manager and Project Engineer

The ENGINEER shall assign Nichole Sungren, P.E. as the Project Manager. ENGINEER shall not modify said assignments without OWNER consent.

DocuSign Envelope ID: 6C358917-DC56-44C4-8309-2824B7152E1A

BASIC ENGINEERING SERVICES

1. *SURVEY AND MAPPING* *$6,200.00*
   a. Perform topographic and boundary survey of project sites. ENGINEER shall establish horizontal and vertical control by State Plane Coordinates (NAD83/Iowa South) and sea level elevations (NAVD88), for the Project area. Topographic surveys are anticipated to be limited to those areas requiring detailed elevation information for proper construction installation of agreed upon alignment.
   b. ENGINEER shall determine the location of utilities within the existing right-of-way and parcel for the project. Underground utilities will be incorporated into the project through map requests to the utility companies, One-Call Design locate and survey, and shall be drawn into the design file.
   c. Topographic survey shall be limited to:
      i. Surface features, elevation shots and utilities for the project limits as depicted by Attachment D.
      ii. Surface features to be located include but not limited to:
         1. Areas A, B and D
            a. Roadway corridor for SW Cherry Street from the entrance of 413 SW Cherry Street to SW 3rd Street
            b. Existing sidewalk on the east and west sides of SW Cherry Street including High Trestle Trail crossing
            c. Existing utilities along SW Cherry Street from the entrance of 413 SW Cherry Street to SW 3rd Street
         2. Area I
            a. Roadway corridor for SW 3rd Street from SW Walnut Street to SW Pleasant Street.
            b. Existing sidewalk on the south side of SW 3rd Street.
            c. Existing utilities along SW 3rd Street from SW Walnut Street to SW Pleasant Street

2. *CONCEPTUAL DESIGN PHASE* *$11,460.00*
   a. Review existing information provided by OWNER.
   b. Conceptual design will be prepared for Areas A, B, D and I as depicted by Attachment D from the Ankeny Uptown Parking Study prepared by MSA Professional Services dated April 2021.
      i. Determine the feasibility and cost to construct diagonal parking within the above stated areas
      ii. Explore whether Area A can be extended north toward SW 3rd Street and impacts of the proposed driveway for the site northeast of the High Trestle Trail.
      iii. The parcel in development on the east side of SW Cherry Street, adjacent to B, will not have a driveway onto Cherry Street.
   c. Evaluate existing utility locations with respect to the proposed parking improvements.
   d. Coordination with franchise utility companies within project corridor.
   e. Provide questions and comments for discussion with OWNER at 30% meeting.
   f. Prepare an opinion of probable cost for conceptual layout phase.
   g. Conduct an internal QA/QC review of site layout.
   h. ENGINEER shall provide a conceptual design phase (30% complete) site layout to the OWNER for review and comment.

3. *PRELIMINARY DESIGN PHASE (AREA I ONLY)* *$9,050.00*
   a. ENGINEER shall refine the site layout for Area I (only) per comments from Conceptual Layout meeting with OWNER
   b. ENGINEER shall prepare Preliminary Layout which shall include:
      i. Layout and design of diagonal parking
         1. Final parking count and angle will be determined at this time

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ii. Design shall maximize the amount of parking for Area I while still meeting current City parking regulations
iii. The ENGINEER shall coordinate with the property owner on driveway at southwest corner of SW 3rd Street and SW Pleasant Street regarding modification of access onto SW 3rd Street
iv. It is assumed that the existing pavement shall be removed and replaced
v. ENGINEER shall coordinate with City staff to determine if any city utility improvements (storm, sanitary or water) within the corridor need to be made during design
    1. Any utility design shall not be included as a part of this project scope but can be added by amendment, if requested by the City
vi. ENGINEER shall prepare detailed geometric plans for the parking layout, including elevations and jointing
vii. ENGINEER shall determine Proposed Easements or Right-of-Way needs, if any.

c. Coordination with franchise utility companies within project corridor.
d. Refine opinion of probable cost for preliminary plan phase.
e. Conduct an internal QA/QC review of preliminary plan set.
f. ENGINEER shall provide a preliminary design phase (75% complete) plan set to the OWNER for review and comment.

4. *FINAL DESIGN PHASE (AREA I ONLY)* *$7,100.00*

a. Plan set revisions per comments from preliminary set comments from OWNER.
b. ENGINEER shall develop Erosion control plan and Pollution Prevention Plan.
    i. It is assumed that no NPDES permit will be required for this project.
c. ENGINEER shall develop phasing and traffic control plans; as necessary.
d. Prepare Plans and Specifications, including OWNER provided standard front ends.
e. Refine opinion of probable cost for final plan phase.
f. Perform QA/QC review of final plan set.
g. ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
h. Provide OWNER with final PDF of final plans and specifications.
i. Provide OWNER with (3) paper copies of final plans and specifications (half-size).
j. Provide OWNER with all applicable submittals listed in the City of Ankeny's Pre-Construction and Post-Construction Submittals document under Projects for Public Government (CIP) Projects.

5. *COMPETITIVE QUOTATION PHASE (AREA I ONLY)* *$2,900.00*

a. Printing of Quotation Documents (up to 10 sets of plans and specifications) for the Owner.
b. Create Draft Front Ends from City templates for OWNER, as necessary.
c. Email Notice to Bidders.
d. Email plans and specifications to Contractors for Quotation purposes from final PDF.
e. Respond to Contractor questions during quotation process.
f. Tabulate Bids and distribute to OWNER.
g. Assist the OWNER in evaluating quotations and make a recommendation for award.
h. Preparation of construction contract for signature and distribute signed contracts.
i. Review completed contract, bonds, and insurance and issue Notice to Proceed.

6. *DESIGN PROJECT ADMINISTRATION* *$5,000.00*

a. Project Design Administration
    i. Perform internal quality review to assure compliance with OWNER's intent.
    ii. Coordinate internal Staff to assure compliance with OWNER's intent.
    iii. Prepare Project Correspondence.

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iv. Prepare and submit invoices along with monthly updates on the design progress for inclusion in the City Council packets. Invoices shall be submitted monthly and are payable within 30 days of receipt.
v. Review and monitor project scope and schedule.

b. Project Design Meetings
i. Conceptual Design Review Meeting with OWNER to review Conceptual Layout (30%)
ii. Preliminary Design Comment Resolution Meeting with OWNER at Preliminary Plan (75%) completion
iii. Final Design Comment Resolution Meeting with OWNER at Final Plan (100%) completion
iv. Coordination meeting (x1) with property owner on driveway at southwest corner of SW 3rd Street and SW Pleasant Street regarding modification of access onto SW 3rd Street

Deliverables:

MSA will provide the following deliverables:

1. 30% Conceptual Layout: one PDF file of the conceptual layout, and conceptual opinion of probable construction cost estimate for Owner review.
2. 75% Preliminary plans: three (3) paper copies, one PDF file of the preliminary plans, and preliminary opinion of probable construction cost estimate for Owner review.
3. Final plans: three (3) paper copies and one PDF file of the final plans and final opinion of probable construction cost estimate, for Owner review.
4. Project Manual: three (3) paper copies and one PDF file of the final project manual.
5. CADD File: one (1) CADD file of final plans will be sent to the city.

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Additional Services:

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. Construction Related Services
   a. The intent is to complete construction related services, including, contracting assistance, submittal review, and coordination of construction meetings, resident project representative, construction staking, and pay application reviews, under a subsequent contract or contract amendment.
2. Post Construction Related Services
   a. The intent is to complete post-construction related services, including record drawing preparation under a subsequent contract or contract amendment.
   b. Re-monumentation and provide a monument preservation certificate.
3. Owner changes to the plans and Project Manual after Owner approval has been given.
4. Major design changes after Owner has approved Preliminary Plan Documents.
5. Assistance with acquisition of real estate and/or temporary or permanent easements.
6. Utility system modeling and mapping
7. Funding applications and administration
8. Additional meetings not specifically listed in the scope.
9. Accommodations for environmental hazards, endangered species, or historical or cultural issues at or near the project site.
10. Permit assistance for permits not listed in the scope of services.
11. Traffic or entrance studies
12. Variance requests (if required for permit applications included in the scope).
13. Updates to Owner's electronic Geographic Information System to reflect changes from project.
14. Water, Sanitary and Storm Sewer Design: Develop horizontal and vertical alignments for water, sanitary and/or storm sewer. Determine structure, lateral, and connection locations. Perform required design computations regarding capacity. Prepare construction details.
15. Permitting applications and fees
16. Competitive Bidding Services

Owner's Responsibilities:

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will provide timely response to questions and review of engineering submittals (preliminary and final plans).

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ATTACHMENT A:
RATE SCHEDULE

CLASSIFICATION	LABOR RATE
Administrative	$ 80 – $140/hr.
Architects	$ 65 – $190/hr.
Community Development Specialists	$125 – $150/hr.
Digital Design	$150 – $170/hr.
Environmental Scientists/Hydrogeologists	$100 – $150/hr.
Geographic Information Systems (GIS)	$ 80 – $170/hr.
Housing Administration	$ 80 – $140/hr.
Inspectors/Zoning Administrators	$ 95 – $120/hr.
IT Support	$150 – $170/hr.
Land Surveying	$ 85 – $170/hr.
Landscape Designers & Architects	$ 85 – $190/hr.
Municipal Advisor	$150 – $190/hr.
Planners	$ 90 – $150/hr.
Principals	$170 – $300/hr.
Professional Engineers/Designers of Engineering Systems	$130 – $170/hr.
Project Managers	$135 – $230/hr.
Real Estate Professionals	$120 – $130/hr.
Staff Engineers	$ 65 – $120/hr.
Technicians	$ 85 – $130/hr.
Wastewater Treatment Plant Operator	$ 75 – $ 90/hr.

REIMBURSABLE EXPENSES	
Copies/Prints	Rate based on volume
Specs/Reports	$10
Copies	$0.20/page
Plots	$0.015/sq.in.
Flash Drive	$10
GPS Equipment	$30/hour
Laser Level	$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + $5/day
Mileage – MSA Vehicle	$0.70 mile
Nuclear Density Testing	$25.00/day + $10/test
Organic Vapor Field Meter	$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment	$40/hour
Stakes/Lath/Rods	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing	At cost
Geodimeter	$30/hour
Drone Flight	$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

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MSA PROFESSIONAL SERVICES, INC. (MSA) –
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC - Iowa)

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any

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time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability in the limits identified on Exhibit A. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

18. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

19. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

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City of Ankeny Insurance Requirements for Professional Services

1. MSA shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # STR-21-006 or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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Exhibit A

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY

$ 2,000,000

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

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E) **PROFESSIONAL LIABILITY** $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) **CONTRACTOR'S ENVIRONMENTAL LIABILITY** $ 2,000,000

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

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Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

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MSAPROF-04 WGERKEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2022

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

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

PRODUCER	CONTACT NAME: Wendy Gerken	
TRICOR, LLC 230 W Cherry St Lancaster, WI 53813	PHONE (A/C, No, Ext): (608) 356-6608 1910	FAX (A/C, No):
	E-MAIL ADDRESS: wgerken@tricorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati P&C	10677
INSURED	INSURER B : SFM Mutual Insurance Co	
MSA Professional Services, Inc. 1230 South Boulevard Baraboo, WI 53913	INSURER C : Risk Placement Services Inc	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EPP 0449127	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			EBA 0449127	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EPP 0449127	6/30/2022	6/30/2023	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	67673.108	6/30/2022	6/30/2023	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber Liability			PLMCBSSVSCQ5PL	6/30/2022	6/30/2023	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insured on General Liability. Waiver of Subrogation on Workers Comp.

CERTIFICATE HOLDER

City of Ankeny
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

Wendy S Gerken

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PROJECT SCHEDULE

Uptown Parking Improvements
(STR-21-006)

The project from Design, through bidding services shall be performed by ENGINEER in accordance with a schedule generally described as follows:

MILESTONE	DATE
• Project Authorization from City	July 18, 2022
• Begin Survey	July 25, 2022
• Begin Conceptual Design	August 1, 2022
• Conceptual Plan Submittal	August 29, 2022
• City Conceptual Plan Review	August 29 - September 9, 2022
• Begin Preliminary Plan Design	September 12, 2022
• Preliminary Plan Submittal	October 7, 2022
• City Preliminary Plan Review	October 10-21, 2022
• Begin Final Plans	October 24, 2022
• Final Plan Submittal	November 4, 2022
• City Final Plan Review	November 7-18, 2022
• Send Out Advertisement for Quotations	November 21, 2022
• Quotation Selection	December 13, 2022
• Award of Contract	December 19, 2022
• Project Construction	Spring 2023

ENGINEER shall not be responsible for delays in schedule which are beyond the ENGINEER's control.

Parking Improvement Recommendations:

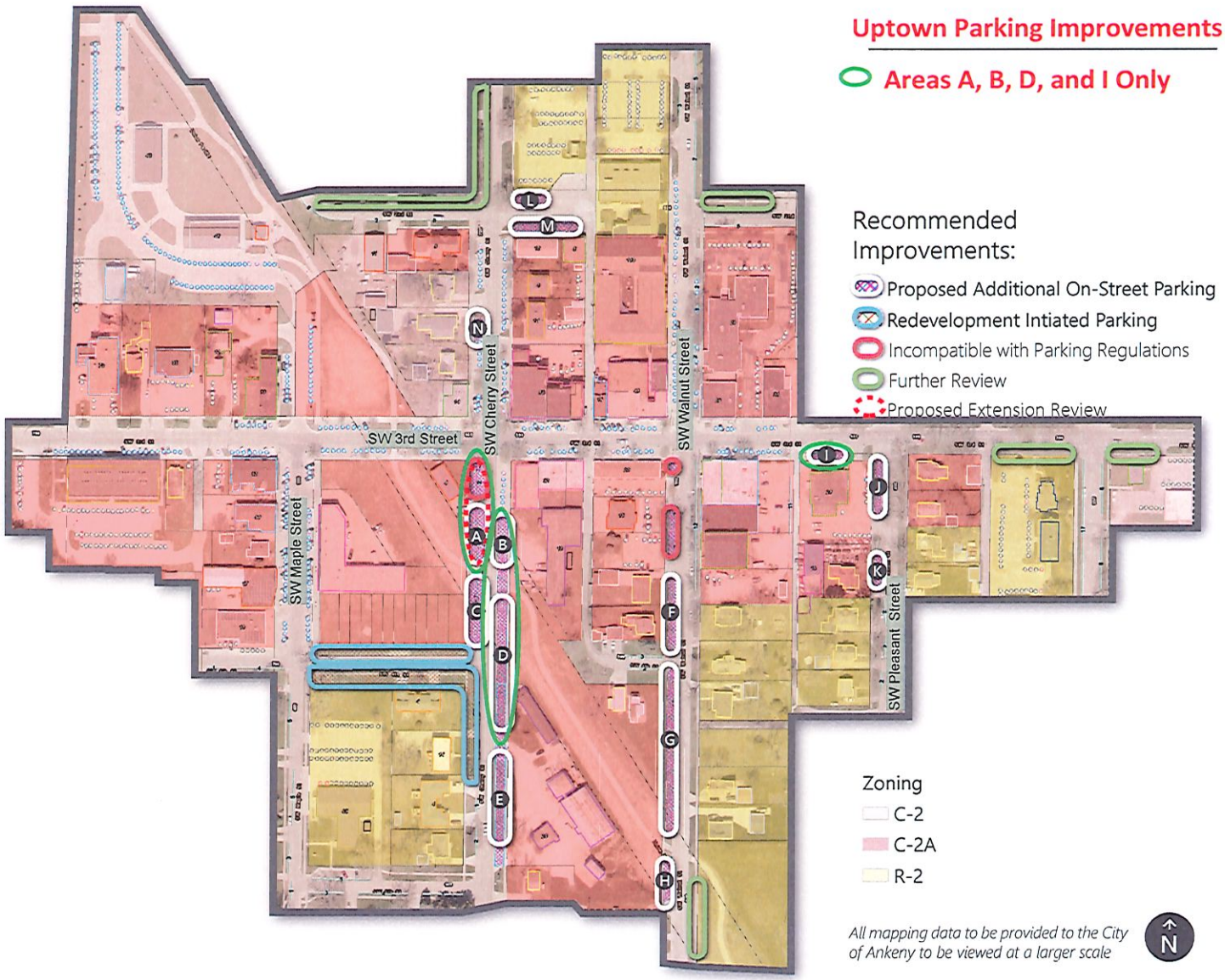
The associated map illustrates recommended parking improvement areas identified through an analysis of existing parking resources, land uses, and feedback from business owners. The recommended improvements equate to an additional 4,495 SY of on-street parking and 1,970 LF of new curb and gutter. Generally speaking, new curb and gutter can be estimated at roughly $10/LF whereas the planned parking would cost roughly $60 SY.

For a higher level of readability, the proposed additional on-street parking areas are indicated with a white circle around them, redevelopment initiated parking improvements shown with a blue circle, and existing green space to be further reviewed in green.

Along SW Cherry Street and SW Walnut Street is a key area identified for additional on-street parking. Per Section 69.07 of the City of Ankeny, Iowa Code, parking is prohibited in specific areas that pose a safety conflict such as at or certain distance away from:

- Crosswalks
- Parkways
- Mailboxes
- Sidewalks
- Driveways
- Intersections
- Fire hydrants
- Stop sign or signal
- Safety zone
- Railroad
- Certain buildings and hazardous locations

Areas that were initially considered but fall into those categories have been circled in red. Lastly, the following page includes a table with a breakdown of cost considerations for each area.



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DocuSign Envelope ID: DA0E5894-8486-4397-8E06-61726C150A4D

Amendment No. 1

To: **City of Ankeny**
Mark E. Holm
410 W. First St.
Ankeny, IA 50023

Date of Issuance: **March 20, 2023**

MSA Project No.: **09085056**

This is an amendment to the Agreement dated July 18, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Uptown Parking Improvements

The scope of the work authorized is: See Attached

The revisions to schedule are as follows: See Attached

The estimated fee for the work: $47,200

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF ANKENY

DocuSigned by:
Mark E. Holm
4C9E47CBE956471...

Mark E. Holm
Mayor
Date: 3/20/23

Attest:

DocuSigned by:
Michelle Yuska
7E497FC63C464A9...

Michelle Yuska
City Clerk
Date: 3/20/23
410 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren
Team Leader/Project Manager
Date: 03/14/2023

Jake Huck, P.E.
Regional Public Works Manager
Date: 03/14/2023
1555 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

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SCOPE OF SERVICES
Amendment 1 – Additional Design Phase Services

MSA will provide services as set forth below.

1. **Additional Design and Plan Preparation**
    - **Project Administration**
        - Manage and coordinate project team, budget and schedules. Maintain communication with Owner and stakeholders on project.
    - **Plan Preparation and Drafting**
        - Preliminary Plan Preparation: Prepare preliminary plans showing topographic survey information, horizontal and vertical alignments of utilities and roadway, typical roadway cross section, and typical construction details.
            - ENGINEER shall refine the site layout for Areas A-D per Conceptual Layout comments provided by OWNER
            - ENGINEER shall prepare Preliminary Layout which shall include:
                a. Layout and design of diagonal parking
                b. Final parking count and angle will be determined at this time
                c. Design shall maximize the amount of parking for Areas A-D while still meeting current City parking regulations
                d. ENGINEER shall coordinate with City staff to determine if any city utility improvements (storm, sanitary or water) within the corridor need to be made during design
                e. Any utility design shall not be included as a part of this project scope but can be added by amendment, if requested by the City
                f. ENGINEER shall prepare detailed geometric plans for the parking layout, including elevations and jointing
                g. ENGINEER shall determine Proposed Easements or Right-of-Way needs, if any.
            - Coordination with franchise utility companies within project corridor.
            - Refine opinion of probable cost for preliminary plan phase.
            - Conduct an internal QA/QC review of preliminary plan set.
            - ENGINEER shall provide a preliminary design phase (75% complete) plan set to the OWNER for review and comment.
        - Final Plan Preparation: Prepare final plans based on preliminary plans, Owner feedback, and additional design development.
            - Plan set revisions per comments from preliminary set comments from OWNER.
            - ENGINEER shall develop Erosion control plan and Pollution Prevention Plan.
            - It is assumed that no NPDES permit will be required for this project.
            - ENGINEER shall develop phasing and traffic control plans; as necessary.
            - Prepare Plans and Specifications, including OWNER provided standard front ends.
            - Provide ADA design and curb ramp details required.
            - Provide opinion of probable cost for final plan phase.

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- Perform QA/QC review of final plan set.
- ENGINEER shall provide a Final design phase (100% complete) plan set to the OWNER for review and comment.
- Provide OWNER with final PDF of final plans and specifications.
- Provide OWNER with (4) paper copies of final plans and specifications (half-size).
- Provide OWNER with all applicable submittals listed in the City of Ankeny's Pre-Construction and Post-Construction Submittals document under Projects for Public Government (CIP) Projects.

- **Specifications**
  - Specifications: prepare technical specifications, special procedures, bidding documents and construction contracting documents.

2. Competitive Bidding (updated from original scope of Competitive Quotation for Area I only)

- Printing of bidding Documents (up to 4 sets of plans and Project Manual)
- Create Front Ends from City templates for OWNER, as necessary
- Assist Owner in Advertising and Soliciting for Bids
- Administer Bid Document Distribution Process utilizing QuestCDN
- Respond to Contractor questions during quotation process.
- Issue Addenda as appropriate to clarify, correct, or change the bidding documents
- Attend a Public Bid Opening
- Prepare bid tabulation
- Assist the OWNER in evaluating quotations and make a recommendation for award
- Preparation of construction contract for signature and distribute signed contracts
- Review completed contract, bonds, and insurance

DELIVERABLES

No change from original contract.

ADDITIONAL SERVICES

Competitive Bidding Services added to Amendment #1 Scope. All other additional services remain the same from the original contract.

Construction Related Services

- Construction engineering services (CA/CO) are not included with this scope. The intent is to complete construction related services, including, submittal review, and coordination of construction meetings, resident project representative services, construction staking, and pay application reviews, under a contract amendment.

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OWNER'S RESPONSIBILITIES

- No change from original contract. Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services for Amendment #1 listed above as follows:

Additional Preliminary Design and Plan Preparation (Areas A-D)	$28,500
Additional Final Design and Plan Preparation (Areas A-D)	$18,000
Bidding (Areas A-D, I)	$700
Total	**$47,200**

PROJECT SCHEDULE

The updated estimated project schedule per Amendment #1 is as follows:

Project Task	Start	End
~~Project Authorization from City~~	~~07/18/22~~	~~N/A~~
~~Begin Survey~~	~~07/25/22~~	~~07/29/22~~
~~Begin Conceptual Design~~	~~08/01/22~~	~~08/29/22~~
~~Conceptual Plan Submittal (Areas A-D &I)~~	~~08/29/22~~	~~N/A~~
~~City Conceptual Plan Review (Areas A-D &I)~~	~~08/29/22~~	~~09/21/22~~
~~Preliminary Plan Preparation (Area I)~~	~~09/26/22~~	~~12/02/23~~
~~Preliminary Plan Submittal (Area I)~~	~~12/02/23~~	~~N/A~~
~~City Preliminary Plan Review (Area I)~~	~~12/05/23~~	~~02/10/23~~
Final Plan Preparation (Area I)	02/13/23	03/10/23
Project Authorization from City for Amendment #1	03/20/23	N/A
Preliminary Plan Preparation (Areas A-D)	03/21/23	04/14/23
Preliminary Plan Submittal (Areas A-D)	04/14/23	N/A
City Preliminary Plan Review (Areas A-D)	04/17/23	04/28/23
Final Plan Preparation (Areas A-D)	05/01/23	05/12/23
Final Plan Submittal (Areas A-D &I)	05/12/23	N/A
City Final Plan Review (Areas A-D &I)	05/15/23	05/26/23
Submit Draft Notice to Bidders and Notice of Public Hearing to City	05/19/23	N/A
Final Plans to City	06/02/23	N/A
Set Bid Date and Public Hearing Date	06/05/23	N/A
Post Notice to Bidders and Notice of Public Hearing to Iowa League & MBI	06/07/23	N/A
Publish Notice to Bidders and Notice of Public Hearing in Local Newspaper	06/16/23	N/A
Bid Letting	06/27/23	N/A
Award of Contract	07/03/23	N/A
Project Construction	Summer 2023	Fall 2023

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Attachment 2_Project Map

Amendment No. 2

To: **City of Ankeny**
Mark E. Holm
410 W. First St.
Ankeny, IA 50023

Date of Issuance: **August 7, 2023**

MSA Project No.: **09085056**

This is an amendment to the Agreement dated July 18, 2022 and does acknowledge that MSA Professional Services, Inc. (MSA) is authorized to begin work on the following project amendment:

Project Name: Uptown Parking Improvements

The scope of the work authorized is: Construction Services - See Attached

The estimated fee for the work: $9,600

Authorization for the work described above shall amend the Agreement between MSA and OWNER. Any attachments or exhibits referenced in this Amendment are made part of the Agreement. Payment for these services will be on a time and materials basis.

Approval: MSA shall commence work on this project in accordance with your written authorization. This authorization is acknowledged by signature of the authorized representatives of the parties to this Amendment. A copy of this Amendment signed by the authorized representatives shall be returned for our files. If a signed copy of this Authorization is not received by MSA within seven days from the date of issuance, MSA may stop work on the project.

CITY OF ANKENY

Mark E. Holm
Mayor
Date:

Attest:

Michelle Yuska
City Clerk
Date:
410 W. First St.
Ankeny, IA 50023
Phone: 515-965-6400

MSA PROFESSIONAL SERVICES, INC.

Nichole Sungren
Team Leader/Project Manager
Date: 07/27/2023

Jake Huck, P.E.
Regional Public Works Manager
Date: 07/27/2023
1555 SE Delaware Ave., Suite F
Ankeny, IA 50021
Phone: 515-964-1920

SCOPE OF SERVICES
Amendment 1 – Construction Administration and Staking Services

MSA will provide services as set forth below.

1. **Construction Administration**
    - Meet with the Owner to determine project construction requirements, provide periodic updates of the project progress, and discuss any relevant issues concerning the project.
    - Conduct a preconstruction conference at the PSB with all interested parties in-person;
        i. Set up meeting and distribute electronic meeting invitation
        ii. Prepare and distribute agenda and minutes
    - Receive and review all schedules that contractor has submitted, including progress schedule.
    - Review and approve shop drawings, submittals, samples and other construction related materials;
        i. Provide one copy of all Contractor Submittals to Owner
    - Recommend Change orders to Owner as appropriate and prepare same.
        i. Review and recommend change orders to OWNER for payment
        ii. Prepare any associated plan sheet revisions due to the Change Order requests and provide PDF copies of revised plan sheets to OWNER and Contractor
    - Prepare project close out documents, including owners' certificate of completion.
    - Perform internal quality review to assure compliance with OWNER's intent.
    - Prepare Project Correspondence.
        i. MSA to draft a letter to adjacent property owners alerting them to the beginning of construction and their point of contact.
            1. The City will review and mail the final letter.
        ii. All other emails and calls logs from discussions with the Contractor, City staff or project owners to document design questions or field changes
    - Prepare and submit MSA engineering invoices. Invoices shall be submitted monthly and are payable within 30 days of receipt.

2. **Construction Staking**
    - Provide onsite construction staking to meet the requirements of SUDAS section 11,010 – Construction Survey.
    - Engineer shall provide one set of stakes for each of the following:
        i. Pavement
            1. Includes sidewalk and ADA ramps
        ii. Utility adjustments
    - An assumption of one (1) site visit for site staking per item has been assumed in this scope. Any additional staking requirements by the Contractor due to staging be will at the Contactor's expense. Any stakes that need to be replaced due to the Contractor's negligence, will be at the Contractor's expense.

3. **Post Construction**
    - Prepare and provide OWNER as-built drawings for the proposed improvements. As-built information shall include the following:
        i. Tabular text file of existing infrastructure collected during the completion of topographic survey for the project.
        ii. CAD file in AutoCAD format.
        iii. Tabular text file of utility data collected during construction
        iv. One (1) half-size (11x17) paper set of the post-construction record drawings.
        v. One (1) half-size (11x17) PDF set of the post-construction record drawings.

ADDITIONAL SERVICES

Services that are not included in the above Scope of Services can be provided under separate contract or by amending the scope and fee listed in this Agreement. Examples of additional services that may be needed or desired for completion of the project include:

1. **Additional Meetings**
   Attendance at any such meetings that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.
2. **Site Visits**
   Site visits to review project progress or to review contractor punchlist progress that are not specifically addressed above shall be considered above and beyond the scope of services as identified herein.
3. **Additional Stakes**
   Additional stakes, due to the Contractor's negligence, will be at the Contractor's expense. The Engineer will notify the City, in writing (email) of the staking needs prior to staking in the field.

EXCLUSIONS

MSA will not provide the following services related to this project:

1. Construction Observation Services
    a. Construction Observation to be provided by City Staff. Services can be provided by a contract amendment, if requested.

OWNER'S RESPONSIBILITIES

- Owner is responsible for accuracy and completeness of the information provided to MSA.
- Owner will provide MSA with full information as to Owner's requirements for the project.
- Owner will pay MSA as follows:

FEE SUMMARY

The Owner will compensate MSA for the Scope of Services listed above (exclusive of Construction Observation) as follows:

Total Construction Services (Hourly Not to Exceed)	**$9,600.00**

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

The scope of the professional services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. The project originally bid June 9, 2023. Ultimately, it was determined to reject the bids and rebid the project. The primary reason for this decision was because the low bid amount was significantly higher than both the Engineer's Estimate and the allotted project budget in the City's Capital Improvement Program. The project has been simplified and repackaged to try and maintain a completion date for fall 2023.

The additional services are to redesign and rebid the project.

A copy of the original Professional Services Agreement, approved January 17, 2023 are attached for

reference.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles Associates, Inc. in the amount of $2,500 for the Midway Park Development project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 1
Professional Services Agreement

This is **EXHIBIT K**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: August 7, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: January 17, 2023.

Owner: City of Ankeny, IA

Engineer: Nilles Associates, Inc.

Project: Design and Construct SW Des Moines Street Parks Phase 2.

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Exhibit A1

Exhibit C1

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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, IA	ENGINEER: Nilles Associates, Inc.
By:	By:
Print name: Mark E. Holm	Print name: John Nilles
Title: Mayor	Title: Pres.
Date Signed: August 7, 2023	Date Signed: August 7, 2023
Attest:	
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1210 NW Prairie Ridge Dr. Ankeny, IA 50023	1933 SW Magazine Road Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A): Nick Lenox Title: Director of Parks & Recreation Phone Number: 515-963-3576 E-Mail Address: NLenox@AnkenyIowa.gov	Designated Representative (Paragraph 8.03.A): Tara Bounds, PLA Title: Project Manager Phone Number: 515-350-8272 E-Mail Address: tara@nillesinc.com

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This is **EXHIBIT A1**, consisting of 1 page, referred to in and part of **Amendment No. 1 to Owner-Engineer Agreement** dated January 17, 2023

Engineer's Services

Exhibit A of the Agreement is amended to include the following:

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Assistance in rebidding.

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This is **EXHIBIT C1**, consisting of 1 page, referred to in and part of the **Amendment No. 1 to Owner-Engineer Agreement** dated January 17, 2023

Payments to Engineer for Services and Reimbursable Expenses

Exhibit C of the Agreement is amended to include the following:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

Paragraph C2.01.A.4 is modified to include the following:

A. The compensation for services shall be increased by $2,500 based on the following estimated distribution of compensation:

   c. Final Design Phase (Redesign) $1,500

   d. Bidding and Negotiating Phase (Rebid) $1,000

B. The total compensation for services under paragraph C2.01 is revised to be $28,500.

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 17, 2023 ("Effective Date") between

CITY OF ANKENY, IOWA ("Owner") and

NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
DESIGN AND CONSTRUCT SW DES MOINES STREET PARKS PHASE 2 ("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. **[NOT USED]**

B. **[NOT USED]**

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

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5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. **[NOT USED]**

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 **[NOT USED]**

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

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systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. **[NOT USED]**

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 **[NOT USED]**

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

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expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

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of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, **[NOT USED]**

E. Exhibit E, **[NOT USED]**

F. Exhibit F, **[NOT USED]**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, **[NOT USED]**

J. Exhibit J, **[NOT USED]**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **CITY OF ANKENY**	Engineer: **NILLES ASSOCIATES, INC.**
By:	By:
Print name: Mark Holm	Print name: John P. Nilles
Title: Mayor	Title: President
Date Signed:	Date Signed: Jan. 17, 2023
Address for Owner's receipt of notices: 1210 NW Prairie Ridge Drive Ankeny, IA 50023	Address for Engineer's receipt of notices: 1250 SW State Street, Suite A Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A): Nick Lenox	Designated Representative (Paragraph 8.03.A): Tara Bounds, PLA
Title: Director of Parks & Recreation	Title: Landscape Architect
Phone Number: 515-963-3576	Phone Number: 515-350-8272
E-Mail Address: nlenox@ankenyiowa.gov	E-Mail Address: tara@nillesinc.com

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This is **EXHIBIT A**, consisting of **9** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Concept Phase* **[NOT USED]**

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings. Refer to Exhibit A-1 for Project Map.

2. **[NOT USED]**

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate requests via Iowa One Call and include field locates in topographic mapping.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. **[NOT USED]**

7. Prepare a revised opinion of probable Construction Cost.

8. **[NOT USED]**

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. Preliminary plans showing proposed playground, shelter, sidewalk paving, and landscaping.

    b. One Preliminary Design Review Meeting.

10. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

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11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. **[NOT USED]**

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

4. **[NOT USED]**

5. **[NOT USED]**

6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

8. Perform or provide the following other Final Design Phase tasks or deliverables:

   a. Final design plans to include the following:

      1) Final Dimension Plan.
      2) Final Grading Plan.
      3) Final Landscaping Plan.

   b. Provide updated storm water pollution prevention plan (SWPPP), using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep documentation as required by law. Engineer is responsible for publishing and filing the NPDES Permit.

9. Furnish for review by Owner a copy of the Construction Contract Documents.

10. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. **[NOT USED]**

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C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. **[NOT USED]**

6. **[NOT USED]**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. **[NOT USED]**

9. **[NOT USED]**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with

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Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.

3. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Construction staking shall include:

    a. Playground equipment footings; concrete mow strip; sidewalks; shelter pad and footings; and bathroom foundation.

4. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any

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Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

5. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

6. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

7. **[NOT USED]**

8. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

9. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

11. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

12. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not

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constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct,

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or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

18. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Sidewalk Ramps. Provide as-constructed information on all pedestrian sidewalk ramps using Owner forms.

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

20. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in

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connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

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3. Furnishing services of Consultants for other than Basic Services.

4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

7. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

PART 2 – PROJECT SCHEDULE

a. 1/13/2023	Submit Preliminary Plans
b. 2/27/2023	Submit Final Plans
c. No later than 3/20/2023	Bid Date

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This is **EXHIBIT B**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $26,000 based on the following estimated distribution of compensation:

a.	Concept Phase	**[NOT USED]**
b.	Preliminary Design Phase	$11,000
c.	Final Design Phase	$6,000
d.	Bidding or Negotiating Phase	$2,000
e.	Construction Phase	$7,000
f.	Post-Construction Phase	**[NOT USED]**

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

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7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses.

B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 **[NOT USED]**

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This is **Appendix 2 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for P**rof**essional Services** dated January 17, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

ENGINEERVII	194.00/hr.
ENGINEERVI	178.00/hr.
ENGINEER V	162.00/hr.
ENGINEER IV	146.00/hr.
ENGINEER III	130.00/hr.
ENGINEER II	106.00/hr.
ENGINEER I	88.00/hr.
LANDSCAPE ARCHITECT VI	170.00/hr.
LANDSCAPE ARCHITECT V	154.00/hr.
LANDSCAPE ARCHITECT IV	138.00/hr.
LANDSCAPE ARCHITECT III	122.00/hr.
LANDSCAPE ARCHITECT II	106.00/hr.
LANDSCAPE ARCHITECT I	88.00/hr.
LAND SURVEYOR V	170.00/hr.
LAND SURVEYOR IV	154.00/hr.
LAND SURVEYOR III	138.00/hr.
LAND SURVEYOR II	122.00/hr.
LAND SURVEYOR I	106.00/hr.
PROJECT MANAGER	137.00/hr.
ENGINEERING TECHNICIAN VIII	148.00/hr.
ENGINEERING TECHNICIAN VII	136.00/hr.
ENGINEERING TECHNICIAN VI	124.00/hr.
ENGINEERING TECHNICIAN V	112.00/hr.
ENGINEERING TECHNICIAN IV	100.00/hr.
ENGINEERING TECHNICIAN III	88.00/hr.
ENGINEERING TECHNICIAN II	76.00/hr.
ENGINEERING TECHNICIAN I	64.00/hr.
LAND SURVEYING TECHNICIAN VIII	148.00/hr.
LAND SURVEYING TECHNICIAN VII	136.00/hr.
LAND SURVEYING TECHNICIAN VI	124.00/hr.
LAND SURVEYING TECHNICIAN V	112.00/hr.
LAND SURVEYING TECHNICIAN IV	100.00/hr.
LAND SURVEYING TECHNICIAN III	88.00/hr.
LAND SURVEYING TECHNICIAN II	76.00/hr.
LAND SURVEYING TECHNICIAN I	64.00/hr.
ADMINISTRATIVE	65.00/hr.
OUTSIDE SERVICES	As Invoiced

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Exhibit G

City of Ankeny Insurance Requirements for Professional Services

1. Nilles Associates, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit G - A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit G - A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit G - A

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY

$ 2,000,000

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

E) **PROFESSIONAL LIABILITY** $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) **CONTRACTOR'S ENVIRONMENTAL LIABILITY** $ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 17, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:
Owner:
Engineer:
Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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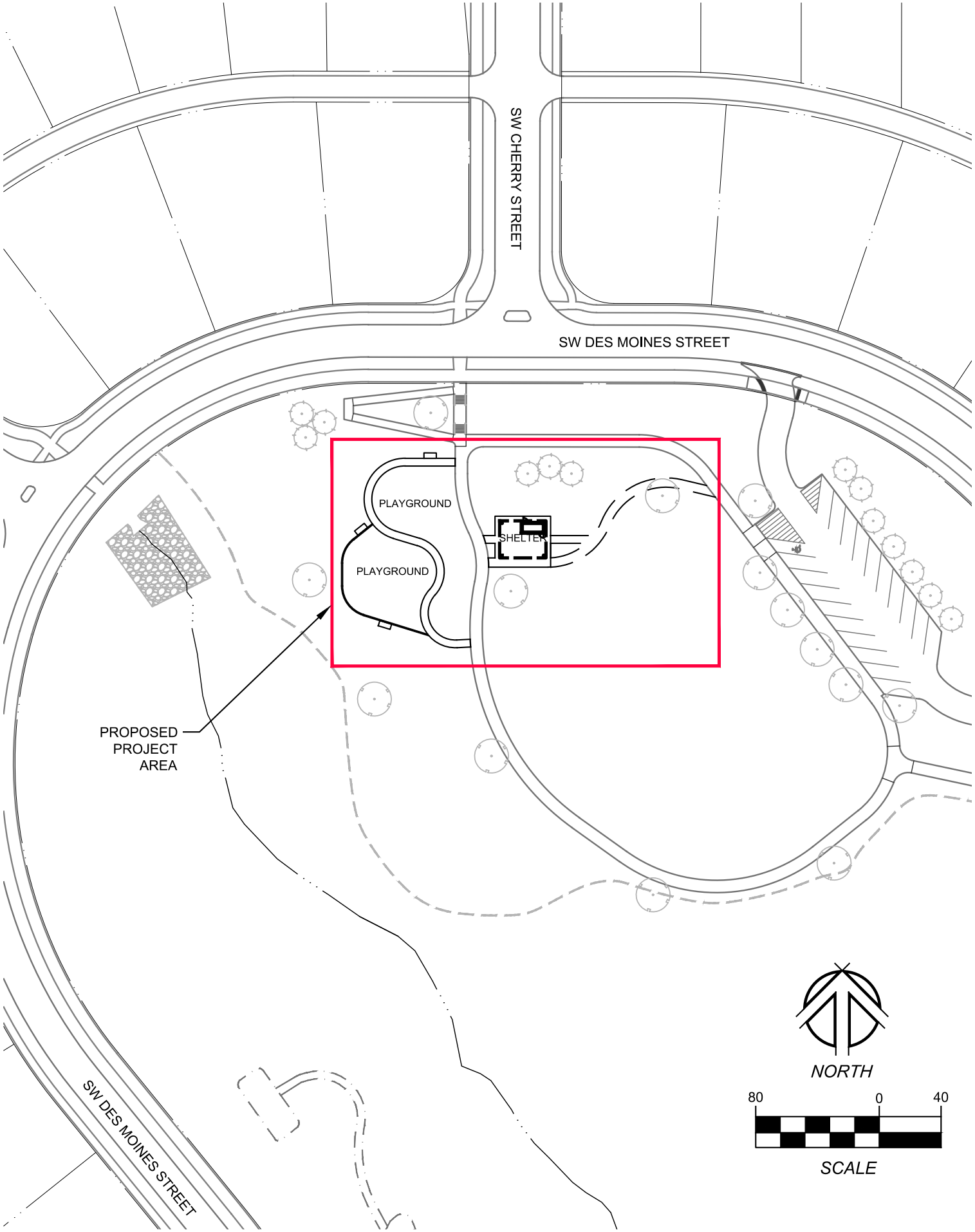

EXHIBIT A-1 - SW DES MOINES STREET PARKS PHASE 2

NILLES ASSOCIATES, INC. 1933 SW MAGAZINE ROAD ANKENY, IOWA 50023 (515) 965-0123 phone www.nillesinc.com

V:\NAI 2017\Projects 2017\22220\dwg\22220-Concept.dwg

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

The scope of the professional services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. During the design phase and Tech Review process significant changes to the original scope of the basic services were added. Additional services included soil borings, post-tension concrete design, electrical performance design and the addition of a turn lane along Prairie Trail Parkway.

A copy of the original Professional Services Agreement, approved February 6, 2023 are attached for reference.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Nilles Associates, Inc. in the amount of $19,700.00 for the Rally Complex project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 1
Professional Services Agreement

This is **EXHIBIT K**, consisting of 2 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: August 7, 2023.

Background Data

Effective Date of Owner-Engineer Agreement: January 17, 2023.

Owner: City of Ankeny, IA

Engineer: Nilles Associates, Inc.

Project: Design and Construct SW Prairie Trail Parkway Complex.

Nature of Amendment:

Additional Services to be performed by Engineer

Modifications of payment to Engineer

Description of Modifications:

Exhibit A1

Exhibit C1

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Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Ankeny, IA	ENGINEER: Nilles Associates, Inc.
By:	By:
Print name: Mark E. Holm	Print name: John Nilles
Title: Mayor	Title: Pres.
Date Signed: August 7, 2023	Date Signed: August 7, 2023
Attest:	
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1210 NW Prairie Ridge Dr.	1933 SW Magazine Road
Ankeny, IA 50023	Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Nick Lenox	Tara Bounds, PLA
Title: Director of Parks & Recreation	Title: Project Manager
Phone Number: 515-963-3576	Phone Number: 515-350-8272
E-Mail Address: NLenox@AnkenyIowa.gov	E-Mail Address: tara@nillesinc.com

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This is **EXHIBIT A1**, consisting of 1 page, referred to in and part of **Amendment No. 1 to Owner-Engineer Agreement** dated February 6, 2023

Engineer's Services

Exhibit A of the Agreement is amended to include the following:

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control. These services include:

a. Soil Borings

b. Post-Tensioned Concrete Design

c. Prairie Trail Parkway Turn Lane Design

d. Electrical Performance Design

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This is **EXHIBIT C1**, consisting of 1 page, referred to in and part of the **Amendment No. 1 to Owner-Engineer Agreement** dated February 6, 2023

Payments to Engineer for Services and Reimbursable Expenses

Exhibit C of the Agreement is amended to include the following:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

Paragraph C2.01.A.4 is modified to include the following:

A. The compensation for services shall be increased by $19,700 based on the following estimated distribution of compensation:

c. Final Design Phase $19,700

B. The total compensation for services under paragraph C2.01 is revised to be $104,700.

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of February 6, 2023 ("Effective Date") between

CITY OF ANKENY, IOWA ("Owner") and

NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
DESIGN AND CONSTRUCT SW PRAIRIE TRAIL PARKWAY COMPLEX ("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. **[NOT USED]**

B. **[NOT USED]**

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

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5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. **[NOT USED]**

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 **[NOT USED]**

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

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systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. **[NOT USED]**

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 **[NOT USED]**

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

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expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

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of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, **[NOT USED]**

E. Exhibit E, **[NOT USED]**

F. Exhibit F, **[NOT USED]**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, **[NOT USED]**

J. Exhibit J, **[NOT USED]**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **CITY OF ANKENY**	Engineer: **NILLES ASSOCIATES, INC.**
By: DocuSigned by: Mark E. Holm 4C9E47CBE956471...	By:
Print name: Mark Holm	Print name: John P. Nilles
Title: Mayor	Title: President
Date Signed: February 6, 2023	Date Signed: Feb. 06, 2023
Address for Owner's receipt of notices: 1210 NW Prairie Ridge Drive Ankeny, IA 50023	Address for Engineer's receipt of notices: 1250 SW State Street, Suite A Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A): Nick Lenox	Designated Representative (Paragraph 8.03.A): Roger Silver, PLA
Title: Director of Parks & Recreation	Title: Landscape Architect
Phone Number: 515-963-3576	Phone Number: 515-418-3700
E-Mail Address: nlenox@ankenyiowa.gov	E-Mail Address: rogers@nillesinc.com

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This is **EXHIBIT A**, consisting of **9** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Concept Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

2. Meet with City parks staff to review current concept plan and discuss design elements and revise as needed. Establish final design / bidding / construction schedule.

3. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

4. Prepare revised concept drawing and meet City planning staff for pre-application meeting.

5. Prepare revised cost estimate based on new layout.

6. Contact shelter manufacturer to get conceptual shelter size and design.

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings. Refer to Exhibit A-1 for Project Map.

2. **[NOT USED]**

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate requests via Iowa One Call and include field locates in topographic mapping.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

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5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. **[NOT USED]**

7. Prepare a revised opinion of probable Construction Cost.

8. **[NOT USED]**

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Preliminary plans showing proposed parking lot, shelter, sidewalk paving, pickleball courts, ballfields, and landscaping.

   b. One Preliminary Design Review Meeting.

10. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. **[NOT USED]**

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

4. **[NOT USED]**

5. **[NOT USED]**

6. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

7. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

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8. Perform or provide the following other Final Design Phase tasks or deliverables:

    a. Final design plans to include the following:

        1) Final Layout & Dimension Plan(s).
        2) Final Grading Plan(s).
        3) Final Utility Plan(s).
        4) Final Landscaping Plan.
        5) Final Detail Plan(s)

    b. Provide updated storm water pollution prevention plan (SWPPP), using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep documentation as required by law. Engineer is responsible for publishing and filing the NPDES Permit.

9. Furnish for review by Owner a copy of the Construction Contract Documents.

10. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. **[NOT USED]**

C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. **[NOT USED]**

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6. **[NOT USED]**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. **[NOT USED]**

9. **[NOT USED]**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in the Construction Contract. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Pre-Construction Conference:* Direct a pre-construction conference prior to commencement of Work at the Site, including preparation of an agenda and minutes of the meeting.

3. *Construction Staking:* As appropriate, provide construction staking to establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed. Construction staking shall include:

a. Playground equipment footings; concrete mow strip; sidewalks; shelter pad and footings; and bathroom foundation.

4. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on

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information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

5. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

6. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

7. **[NOT USED]**

8. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

9. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

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10. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

11. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

12. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

13. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

14. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

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stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.14. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

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notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

18. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

    a. Sidewalk Ramps. Provide as-constructed information on all pedestrian sidewalk ramps using Owner forms.

19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner that the Work is acceptable to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

20. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

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B. The Post-Construction Phase services may commence during the Construction Phase.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Consultants for other than Basic Services.

4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

7. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

PART 2 – PROJECT SCHEDULE

a.	3/03/2023	Complete Concept Phase
b.	3/31/2023	Submit Preliminary Plans
c.	5/05/2023	Submit Final Plans
d.	No later than 5/26/2023	Bid Date

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This is **EXHIBIT B**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of **2** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $85,000 based on the following estimated distribution of compensation:

a.	Concept Phase	$6,000
b.	Preliminary Design Phase	$18,000
c.	Final Design Phase	$27,900
d.	Bidding or Negotiating Phase	$5,300
e.	Construction Phase	$26,000
f.	Post-Construction Phase	$1,800

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

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7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses.

B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 **[NOT USED]**

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This is **Appendix 2 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for P**rof**essional Services** dated February 6, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

ENGINEERVII	194.00/hr.
ENGINEERVI	178.00/hr.
ENGINEER V	162.00/hr.
ENGINEER IV	146.00/hr.
ENGINEER III	130.00/hr.
ENGINEER II	106.00/hr.
ENGINEER I	88.00/hr.
LANDSCAPE ARCHITECT VI	170.00/hr.
LANDSCAPE ARCHITECT V	154.00/hr.
LANDSCAPE ARCHITECT IV	138.00/hr.
LANDSCAPE ARCHITECT III	122.00/hr.
LANDSCAPE ARCHITECT II	106.00/hr.
LANDSCAPE ARCHITECT I	88.00/hr.
LAND SURVEYOR V	170.00/hr.
LAND SURVEYOR IV	154.00/hr.
LAND SURVEYOR III	138.00/hr.
LAND SURVEYOR II	122.00/hr.
LAND SURVEYOR I	106.00/hr.
PROJECT MANAGER	137.00/hr.
ENGINEERING TECHNICIAN VIII	148.00/hr.
ENGINEERING TECHNICIAN VII	136.00/hr.
ENGINEERING TECHNICIAN VI	124.00/hr.
ENGINEERING TECHNICIAN V	112.00/hr.
ENGINEERING TECHNICIAN IV	100.00/hr.
ENGINEERING TECHNICIAN III	88.00/hr.
ENGINEERING TECHNICIAN II	76.00/hr.
ENGINEERING TECHNICIAN I	64.00/hr.
LAND SURVEYING TECHNICIAN VIII	148.00/hr.
LAND SURVEYING TECHNICIAN VII	136.00/hr.
LAND SURVEYING TECHNICIAN VI	124.00/hr.
LAND SURVEYING TECHNICIAN V	112.00/hr.
LAND SURVEYING TECHNICIAN IV	100.00/hr.
LAND SURVEYING TECHNICIAN III	88.00/hr.
LAND SURVEYING TECHNICIAN II	76.00/hr.
LAND SURVEYING TECHNICIAN I	64.00/hr.
ADMINISTRATIVE	65.00/hr.
OUTSIDE SERVICES	As Invoiced

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This is **EXHIBIT G**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $100,000
2) Bodily injury by disease, each employee: $500,000
3) Bodily injury/disease, aggregate: $100,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
2) General Aggregate: $2,000,000

d. Excess or Umbrella Liability --

1) Per Occurrence: $2,000,000
2) General Aggregate: $2,000,000

e. Automobile Liability --

1) Bodily Injury $1,000,000
2) Property Damage $1,000,000

f. Professional Liability –

1) Each Claim Made $1,000,000
2) Annual Aggregate $2,000,000

2. By Owner: **[NOT USED]**

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This is **EXHIBIT H**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided.]

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 6, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:
Owner:
Engineer:
Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

The City of Ankeny engaged Snyder & Associates, Inc. for the preliminary and final design for the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project. Amendment No. 1 covers the construction engineering services associated with the project's construction in late 2023 and early 2024.

The scope of the construction engineering services and the corresponding fees are shown in the attached Amendment No. 1 to the Professional Services Agreement. The original Agreement is also attached for reference.

The fee for the construction engineering services is $74,500.00. The fee for the Professional Services Agreement was $41,700.00. Adding Amendment No. 1 increases the total contract amount for the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project to $116,200.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Snyder & Associates in the amount of $74,500 for the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project.

FISCAL IMPACT: **No**

The project is included in the 2023 - 2027 Capital Improvement Program with design and construction scheduled for 2023 and 2024.

CITY MANAGER'S RECOMMENDATIONS:

Approve Amendment #1 to the Professional Services Agreement increasing the contract amount by $74,500.00 with Snyder & Associates, Inc. construction engineering services associated with the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

January 3, 2023: City Council approved the Professional Services Agreement with Snyder & Associates, Inc. for the preliminary and design services for the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project.

PUBLIC OUTREACH EFFORTS:

Adjacent property owners in the vicinity of the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project will be notified via letter of the improvements in advance of construction.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Amendment No. 1
Professional Services Agreement

AMENDMENT NO. 1
EXHIBIT A – SCOPE OF SERVICES
OF THE PROFESSIONAL SERVICES AGREEMENT TO
SE ORALABOR ROAD & CONVENIENCE BOULEVARD / CREEKVIEW DRIVE
TRAFFIC SIGNAL REPLACEMENT PROJECT

This Amendment entered into this 7th day of August 2023 to the Professional Services Agreement dated January 3, 2023, by and between the City of Ankeny, Iowa, a municipal corporation, hereinafter referred to as the "CLIENT", and Snyder & Associates, Inc. hereinafter referred to as the "PROFESSIONAL".

This Amendment is for additional Professional Services, including design effort and reimbursable expenses, associated with designing full depth patching, designing curbed corner radii, and additional utility potholing expenses at the intersection of SE Oralabor Rd & Convenience Boulevard / Creekview Drive, hereinafter referred to as the "PROJECT."

Now, therefore it is hereby agreed by and between the parties hereto that the Professional Services Agreement be amended as follows:

I. SCOPE OF WORK

A. GENERAL

Add the following paragraphs to the overall construction PROJECT description:

3. Provide full depth roadway patching within limits mutually agreed upon by the PROFESSIONAL and CLIENT.

4. Reconstruct intersection radii in all four corners with curbs.

Add the following paragraphs to the Professional Services description

3. Provide construction administration and observation for the PROJECT.

B. BASIC ENGINEERING SERVICES

Add the following paragraphs:

4. PELIMINARY DESIGN AND PLANS

The PROFESSIONAL shall perform the following services:

i. Coordinate with the City on basic limits of full depth patching and level of detail associated with drainage review for curing corner radii.

j. Prepare necessary preliminary plan sheets to facilitate full depth patching and reconstructed intersection radii including: D sheets, F sheets, J sheets, and L sheets.

k. Prepare additional N sheets to address traffic signal staging as part of overall traffic control for the construction.

5. FINAL DESIGN AND PLANS

The PROFESSIONAL shall perform the following services:

j. Conduct one site visit with the CLIENT to evaluate limits of full depth patching

k. Perform additional survey in the corner radii for elevations suitable for a drainage review in all intersection corners

l. Review existing drainage of all intersection radii and design curbed radii to resolve any drainage issues

m. Prepare necessary plan sheets and specifications to facilitate full depth patching and reconstructed intersection radii including: D sheets, F sheets, J sheets, and L sheets.

n. Prepare additional N sheets to address traffic signal staging as part of overall traffic control for the construction.

6. UTILITY VERIFICATION TEST HOLES

Add the following paragraph:

Due to a greater than expected number of utilities requiring test hole verification, as well as general inflation of contractor costs, Amendment 1 includes an increase of $2,100 for the Utility Verification Test Hole item from the base agreement.

Add the following new section, "Construction Services," under Scope of Work:

C. CONSTRUCTION SERVICES

The PROFESSIONAL shall provide construction administration and observation services including:

1. CONSTRUCTION ADMINISTRATION/OBSERVATION

a. Shop drawing and material submittal reviews.

b. Attendance at a pre-construction meeting and weekly construction meetings.

c. Site visit to mark pavement removal limits.

d. Four (4) on-site visits to observe progress.

e. Conduct final walk-thru and preparation of a punch-list for final acceptance.

f. The preparation of Pay Apps and Change Orders.

g. Daily observation/contractor check-in and the preparation of weekly Working Day Reports.

h. Prepare certificate of completion after final completion of construction.

2. CONSTRUCTION STAKING

a. Provide one set of stakes per construction operation. One set of stakes per stage for the 5 stages in the plans are anticipated with up to two return trips for construction schedule differences between different construction operations.

b. Replacement staking, if needed will be at the contractor's expense.

3. RECORD DRAWINGS

a. Survey final locations of signal poles, handholes, and conduit paths and provide GPS locations to CLIENT

b. Prepare set of as-built record drawings

II. WORK SCHEDULE

Replace Work Schedule section of Professional Services with the below:

The PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and PROFESSIONAL. The project was let on June 27, 2023. The substantial completion date for the roadway and sidewalk construction is November 10, 2023. The completion date for the signal construction is dependent on material delivery dates but is expected to be completed by late winter or early spring 2024.

III. COMPENSATION AND TERMS OF PAYMENT

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

BASE AGREEMENT PLUS AMENDMENT 1

A. BASIC ENGINEERING SERVICES

		BASE	AMEND # 1	TOTAL
1.	**Project Administration and Coordination**	$2,300		$2,300
2.	**Topographic Survey and Base Drawings**	$0		$0
3.	**Boundary Survey**	$0		$0
4.	**Preliminary Design and Plans**	$10,600	$7,850	$18,450
5.	**Final Design and Plans**	$19,900	$8,550	$28,450
6.	**Utility Verification Test Holes**	$5,300	$2,100	$7,400
7.	**Bid Period Assistance**	$3,600		$3,600
	TOTAL	$41,700	$18,500	$60,200

B. CONSTRUCTION SERVICES

		BASE	AMEND # 1	TOTAL
1.	**Construction Administration/Observation**		$47,000	$47,000
2.	**Construction Staking**		$6,000	$6,000
3.	**Record Drawings**		$3,000	$3,000
	TOTAL	$0	$56,000	$56,000

TOTAL BASE AGREEMENT	**$41,700**
TOTAL AMENDMENT 1	**$74,500**
TOTAL AGREEMENT	**$116,200**

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

All other terms of this Agreement shall remain unchanged and unaffected by this Amendment. IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT as of this _____ day of _____, 2023.

ATTEST:	CITY OF ANKENY, POLK COUNTY, IOWA
_____	By _____
Michelle Yuska, City Clerk	Mark E. Holm, Mayor
ATTEST:	SNYDER & ASSOCIATES, INC.
_____	By_____

EXHIBIT C

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

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

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SNYDER & ASSOCIATES

STANDARD PROFESSIONAL SERVICES AGREEMENT

(Long Form-modified)

NOW ON THIS 3rd day of January, 2023, **Snyder & Associates, Inc.,** 2727 SW Snyder Blvd., P.O. Box 1159, Ankeny, IA 50023, (hereinafter, Professional), and **City of Ankeny, Iowa** (hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: SE Oralabor Road and SE Creekview Drive Traffic Signal Replacement Project

2. **SCOPE and FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.

3. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement.

   3.1. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware so that the Professional may take measures to minimize the consequences of such a defect.

   3.2. Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

   3.3. Professional shall correct any reported defects in Professional's Services at Professional's cost.

   3.4. No withholdings, deductions or offsets shall be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.

4. **CODE COMPLIANCE:** Professional shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date of this Agreement shall entitle the Professional to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.

   4.1. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Professional shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Professional in an effort to resolve this conflict.

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5. **ESTIMATES OF PROBABLE CONSTRUCTION COST:** Should Professional be requested and it is included in the Scope of Services to provide an estimate of probable construction cost, Client understands that the Professional has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Professional's estimates of probable construction costs are made on the basis of the Professional's professional judgment and experience. The Professional makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Professional's estimate of probable construction cost.

6. **INFORMATION PROVIDED BY OTHERS:** All information, requirements, instructions, criteria, reports, data, findings, plans, specifications, and surveys required by this Agreement and furnished by Client, may be used by Professional in performing its services and Professional is entitled to rely upon the accuracy and completeness thereof. Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

7. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices.

8. **SCHEDULE OF SERVICES:** Professional is authorized to begin providing the Services as of the date Professional receives a fully executed original signature copy of this Agreement.

   8.1. Professional shall complete its services within a reasonable time; or, within the specific period(s) of time, if any, set forth in Exhibit A which are hereby agreed to be reasonable.

   8.2. Professional shall not be responsible for delays and/or for damages, if any, arising directly or indirectly from causes beyond the Professional's control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure by the Client or the Client's contractors or consultants to timely perform; or discovery of any hazardous substances or differing site conditions.

   8.3. If Professional is delayed, through no fault of its own, and the orderly and continuous progress of Professional's services is impaired or suspended; or, the Client authorizes or directs changes in the scope, extent, or character of the Project, then the time for the completion of Professional's services, and the rates and amounts of Professional's compensation, shall be equitably adjusted.

   8.4. If Professional is unable, through its own fault, to timely complete its services as required in this Agreement, including any adjustments thereto, then Client shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

9. **CLIENT'S RESPONSIBILITIES:** Client understands and agrees that it will be responsible for and in a timely manner:

   9.1. Provide to Professional, at Client's cost, all known and existing information, plans, specifications and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable Professional to complete its services under this Agreement.

   9.2. Provide for safe access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform its services under this Agreement.

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9.3. Coordinate the timing and sequence of Professional's services with the services of others to the Project.

9.4. Provide reviews, certifications, authorizations, approvals, licenses and permits from all governmental authorities having jurisdiction over the Project or any part thereof and such reviews, certifications, authorizations, approvals, easements, rights-of-way and consents from others as may be necessary for Professional to complete its services under this Agreement.

9.5. Give written notice to Professional whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of Professional's services; and, also, give written notice of any defect or nonconformance of Professional's services.

9.6. Provide services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment as may be required prior to the design of the Project, during the design and/or construction of the Project, or upon completion of the Project with appropriate professional interpretation thereof, unless such services are included within Professional's scope of services under this Agreement.

9.7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

10. **INVOICING AND PAYMENTS:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date.

10.1. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. **Client waives any and all claims against Professional arising out of or resulting from said suspension.** Payments will be credited first to accrued interest and then to unpaid principal.

10.2. In the event legal action is necessary to enforce the payment terms of this Agreement, Professional shall be entitled to collect from Client and Client agrees to pay to Professional any judgment or settlement sum(s) due, plus reasonable attorneys' fees, court costs and other expenses incurred by Professional for such collection action and, in addition, the reasonable value of the Professional's time and expenses spent for such collection action, computed according to the Professional's prevailing fee schedule and expense policy. The formal mediation requirements in Paragraph 17, Dispute Resolution, shall not apply and are hereby waived for purposes of this subparagraph 10.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit	**A**	**Scope of Services**	**Exhibit**	**C**	**Standard Fee Schedule**
Exhibit	**B**	**Insurance Requirements**	**Exhibit**		

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

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

CITY OF ANKENY, IOWA (Client)

DocuSigned by:

By: Mark E. Holm
4C9E47CBE956471...
(Authorized agent)

Mark E. Holm, Mayor
(Printed or typed signature)

SNYDER & ASSOCIATES, INC. (Professional)

By: Mark A. Land
Digitally signed by Mark A. Land, P.E., CFM
Date: 2022.12.27 13:15:33 -06'00'
(Authorized agent)

Mark A. Land, P.E., CFM
(Printed or typed signature)

Route executed copy to: Tony Boes

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EXHIBIT A – SCOPE OF SERVICES OF THE PROFESSIONAL SERVICES AGREEMENT TO SE ORALABOR ROAD AND SE CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT PROJECT

I. SCOPE OF WORK

A. GENERAL

The overall construction PROJECT is described below.

1. Replacing the existing traffic signal installation at the SE Oralabor Road and SE Creekview Drive/SE Convenience Boulevard intersection, including fiber optic cable connection to the new controller cabinet at the intersection. The new traffic signal installation will include Accessible Pedestrian Signals (APS) for crossings on all four legs of the intersection.

2. Replacing existing pedestrian ramps and associated sidewalk in each corner of the intersection to provide separate ramps (if feasible) and ADA compliance. The median nose on the north leg of the intersection will also be modified, if necessary, based on proposed pedestrian ramp and crosswalk locations.

The PROFESSIONAL shall provide Professional Services as described below.

1. Prepare preliminary and final designs, plans and contract documents for the PROJECT.

2. Provide PROJECT bid period assistance.

B. BASIC ENGINEERING SERVICES

The PROFESSIONAL shall provide the Basic Engineering Services as follows.

1. PROJECT ADMINISTRATION AND COORDINATION

   a. Monthly progress reports.

   b. Monthly billing reports.

   c. Project coordination for engineering with the CLIENT, and utility companies, as needed.

2. TOPOGRAPHIC SURVEY AND BASE DRAWINGS

   Completed under a separate agreement.

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3. BOUNDARY SURVEY

Completed under a separate agreement.

4. PRELIMINARY DESIGN AND PLANS

The PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

a. Title sheet and special details (A & B Sheets).

b. Removal sheets (F-Sheets).

c. Survey benchmark information and alignment data (G-Sheets).

d. Existing and proposed (if necessary) Right-of-Way information (H-Sheets).

e. Staging and traffic control plan. (J-Sheets).

f. Traffic signal plans (N-Sheets).

g. Pavement marking and signing sheets (PM-Sheets).

h. Horizontal Geometry information for the proposed ADA sidewalk improvements (S-Sheets)

The PROFESSIONAL shall submit a Preliminary Plan set to the CLIENT for review and comment. The PROFESSIONAL shall submit an opinion of probable construction costs to the CLIENT with 10% construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgement as a design professional familiar with the construction industry.

5. FINAL DESIGN AND PLANS

Upon receipt of preliminary plan review comments from the CLIENT, the PROFESSIONAL shall prepare construction documents for the PROJECT to include the following information:

a. Title sheet and typical sections and details (A & B Sheets).

b. Estimated construction quantities, estimate reference information, and pertinent quantity tabulations (C-Sheets).

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c. Removal sheets (F-Sheets).

d. Survey benchmark information and alignment data (G-Sheets).

e. Existing and proposed (if necessary) Right-of-Way information (H-Sheets).

f. Staging and traffic control plans, details, and notes (J-Sheets).

g. Traffic signal plans (N-Sheets). Check and final traffic signal plans are anticipated to include the following:

   i. Signal Notes and Estimated Quantities Sheet
   ii. Signal Layout Sheet
   iii. Signal Wiring, Phasing, and Detection Sheet
   iv. Signal Details Sheet(s)

h. Pavement marking and signing sheets (PM-Sheets).

i. Horizontal and vertical geometry information for the proposed ADA sidewalk improvements (S-Sheets).

The PROFESSIONAL shall submit a Check Plan set to the CLIENT for review and comment. The PROFESSIONAL will submit an opinion of probable construction costs to the CLIENT with no construction contingency. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design professional familiar with the construction industry.

The PROFESSIONAL shall submit a Final Plan set to the CLIENT.

6. UTILITY VERIFICATION TEST HOLES

The PROFESSIONAL shall provide utility verification test holes using nondestructive digging equipment to establish vertical and horizontal location (Quality Level A) of existing utilities that are potentially in conflict with the proposed improvements. This includes an estimated six (6) utility test holes. Test holes shall be performed prior to check plan submittal.

7. BID PERIOD ASSISTANCE

The PROFESSIONAL shall perform the following services:

a. Bidding Documents. The PROJECT will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary Contract Documents for this process. The PROFESSIONAL shall distribute the Contract Documents to potential bidders via upload to QuestCDN.

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b. Advertising. Answer questions from potential contractors, subcontractors, and suppliers, and coordinate with the CLIENT during this phase of services.

c. Bidding. The PROJECT will be bid in one phase with one bid letting. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, and make a recommendation to the CLIENT regarding award of the construction contract to the lowest qualified bidder.

II. WORK SCHEDULE

This PROJECT shall be performed by the PROFESSIONAL in accordance with a schedule mutually developed by the CLIENT and the PROFESSIONAL. A March or April 2023 project letting is anticipated.

III. COMPENSATION AND TERMS OF PAYMENT

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

A. BASIC ENGINEERING SERVICES

1.	Project Administration and Coordination	$2,300
2.	Topographic Survey and Base Drawings	$0
3.	Boundary Survey	$0
4.	Preliminary Design and Plans	$10,600
5.	Final Design and Plans	$19,900
6.	Utility Verification Test Holes	$5,300
7.	Bid Period Assistance	$3,600
	TOTAL	$41,700

B. CONSTRUCTION SERVICES

Construction Services shall be performed under a separate or supplemental agreement.

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Exhibit B

City of Ankeny Insurance Requirements for Professional Services

1. Professional shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit B prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each certificate shall include a statement under Description of Operations as to why issued. Eg: Project #_____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit B.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit B.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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Exhibit B

City of Ankeny Insurance Requirements for Professional Services

A) COMMERCIAL GENERAL LIABILITY

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

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

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

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY
Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY $ 2,000,000
Umbrella liability coverage must be at least following form with the underlying policies included herein.

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Exhibit B

City of Ankeny Insurance Requirements for Professional Services

E) PROFESSIONAL LIABILITY $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) CONTRACTOR'S ENVIRONMENTAL LIABILITY $ 2,000,000

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

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Exhibit B

City of Ankeny Insurance Requirements for Professional Services

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

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EXHIBIT C – STANDARD FEE SCHEDULE OF THE PROFESSIONAL SERVICES AGREEMENT TO SE ORALABOR ROAD AND SE CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT PROJECT

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

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

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $5,047.00 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:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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: ~~July 3, 2023~~ August 7 JM **Payment Application #:** 4

Payment Period: From: May 1, 2023 Through: May 26, 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:	$ 18,776.50			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 18,776.50		
Less Previous Applications for Payment:		$ 13,729.50		
SUBTOTAL:			$	5,047.00
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**5,047.00**
Balance to Finish, Including Retainage:		$ 15,623.50		
Contract Time Remaining:	160.00 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 6/7/23

City of Ankeny Staff Approval:

Signature Leslie Hart Date 7/6/23

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

Date Printed: 6/27/2023

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	July 5, 2023	$ 4,170.50
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 13,729.50

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

Contract Working Days:	160.0
Added by Change Order:	
Total Working Days:	160.0
Working Days Used to Date:	99.0
Working Days Remaining:	**61.0**

Full Completion:

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

Date Printed: 7/6/2023

INVOICE

BOLTON & MENK
Real People. Real Solutions.

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

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

June 21, 2023
Project No: 0T4.130105
Invoice No: 0315077
Client Account: ANKENY_CI_IA

Ankeny/PRA9 Concept Study

Project Management and Engagement (001)
Professional Services

	Hours	Amount	
Senior Project Engineer	2.00	362.00	
Totals	2.00	362.00	
Total Labor			**362.00**
		Total this Task	**$362.00**

Existing and Future Analysis (003)
Professional Services

	Hours	Amount	
Design Engineer	26.50	3,547.50	
Project Engineer	1.50	244.50	
Technician	4.00	260.00	
Senior Project Engineer	1.50	271.50	
Totals	33.50	4,323.50	
Total Labor			**4,323.50**
		Total this Task	**$4,323.50**

Report (005)
Professional Services

	Hours	Amount	
Senior Project Engineer	2.00	362.00	
Totals	2.00	362.00	
Total Labor			**362.00**
		Total this Task	**$362.00**
		Total this Invoice	**$5,047.50**

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.

BOLTON & MENK

Real People. Real Solutions.

Ankeny PRA9 Concept Study
Monthly Progress Report

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

Work Completed Last Period

Developed alternatives summary matrix of different alternatives examied. Held meeting with city to discuss findings and options to move forward. Started draft report.

Upcoming Major Work Items

Finalize options. Adjust analysis based on review of files from the city. Start project concepts and 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 **5/26/2023**)

Task Number and Description		Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1:	Project Management/Engagement	$ 6,020.00	$ 362.00	$ 554.00	$ 5,104.00	60%	15%
Task 2:	Data Collection	$ 4,810.00	$ -	$ 4,159.00	$ 651.00	100%	86%
Task 3:	Existing and Future Analysis	$ 5,590.00	$ 4,323.00	$ 6,948.50	$ (5,681.50)	90%	202%
Task 4:	Concept and Cost Estimates	$ 11,060.00	$ -	$ -	$ 11,060.00	0%	0%
Task 5:	Report	$ 6,920.00	$ 362.00	$ 2,068.00	$ 4,490.00	30%	35%
TOTAL		**$ 34,400.00**	**$ 5,047.00**	**$ 13,729.50**	**$ 15,623.50**	**55%**	**55%**

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

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of $2,963.58 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

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

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 15

PAYMENT PERIOD: From: June 1, 2023 Through: June 30, 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:	$ 146,872.39			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 146,872.39		
Less previous applications for payment:		$ 143,908.81		
SUBTOTAL			$	2,963.58
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	2,963.58
Balance to finish, including retainage:		$ 153,727.61		
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

Firm Name

Andy Floy Digitally signed by Andy S. Floy Date: 2023.07.18 13:21:13-05'00'

Signature Date: July 18, 2023

City of Ankeny Staff Approval:

Donald Clark Signature Date: 7-19-23

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

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

Date Printed: 7/18/2023

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
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Previous Applications for Payment

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TOTAL **$ 143,908.81**

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:	-

Date Printed: 7/18/2023

Invoice

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

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

July 20, 2023
Project No: 0022A004.00
Invoice No: 84978

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

Invoice Total USD 2,963.58

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through June 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager II	3.50	202.00	707.00	
Technician IV	7.00	125.00	875.00	
Technician I	2.50	85.00	212.50	
Construction Manager III	5.00	182.00	910.00	
Project Administrator II	1.00	102.00	102.00	
Totals	19.00		2,806.50	
Total Labor				**2,806.50**
Subconsultants				**55.00**
Expenses				**102.08**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,963.58	143,908.81	146,872.39
Limit			300,600.00
Remaining			153,727.61

Total This Invoice USD 2,963.58

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $21,666.10 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:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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 #:	4	***PO #***	
Original Contract Date:	March 6, 2023	***Vendor #***	2078

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 4

PAYMENT PERIOD: From: June 1, 2023 Through: June 30, 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:	$ 167,208.14		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 167,208.14	
Less previous applications for payment:		$ 145,542.04	
SUBTOTAL			$ 21,666.10
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 21,666.10
Balance to finish, including retainage:		$ 306,191.86	
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: 2023.07.18 16:27:27-05'00'

Signature Date: July 18, 2023

City of Ankeny Staff Approval:

Mitchell Wedell 7/19/23

Signature Date

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

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

Date Printed: 7/18/2023

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
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 145,542.04

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 7/18/2023

Invoice

Foth

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

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

July 20, 2023
Project No: 0023A007.00
Invoice No: 84980

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

Invoice Total USD 21,666.10

Project 0023A007.00 NW State Street Extension

Professional Services through June 30, 2023

Professional Personnel

	Hours	Rate	Amount	
Project Manager III	3.00	216.00	648.00	
Project Manager II	23.00	202.00	4,646.00	
Project Manager I	16.00	180.00	2,880.00	
Project Engineer V	48.00	216.00	10,368.00	
Project Engineer I	1.50	154.00	231.00	
Staff Engineer II	20.30	137.00	2,781.10	
Project Administrator II	1.00	102.00	102.00	
Totals	112.80		21,656.10	
Total Labor				**21,656.10**

Expenses **10.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	21,666.10	145,542.04	167,208.14
Limit			473,400.00
Remaining			306,191.86

Total This Invoice **USD 21,666.10**

Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: June 1st to June 30th, 2023

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

- Ongoing project coordination, utility coordination and project management.
- Continued traffic forecasting and modeling
- Began preliminary drainage analysis and culvert sizing

Work Scheduled:
The following work tasks will be completed in July of 2023:

- Continue design development coordination, utility coordination and project management.
- Continue preliminary drainage analysis and culvert sizing.
- Finalize traffic forecasting and modeling
- Begin roadway alignment preliminary design

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

8191 Birchwood Court, Suite L • Johnston, IA 50131 • (515) 254-1393 • Fax: (515) 254-1642

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #27 in the amount of $7,324.25 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #27

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Ankeny ASR		
Contractor:	FOX Strand		
Address:	414 South 17th St, Ste 107, Ames, IA 50010		
Finance Budget Code:	632.3632.4210	***Finance Project #***	632.4210
Vendor Project or Invoice #:	0199055	***PO #***	
Original Contract Date:	February 15, 2021	***Vendor #***	11377

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 27

PAYMENT PERIOD: From: June 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 349,900.00			
Net change by Change Orders:	$ 471,800.00			
Contract Amount to Date: (line 1 ± 2)		$ 821,700.00		
Total completed and stored to date:	$ 799,239.94			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 799,239.94		
Less previous applications for payment:		$ 791,915.69		
SUBTOTAL			$	7,324.25
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	7,324.25
Balance to finish, including retainage:		$ 22,460.06		
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: FOX Strand

Firm Name

Steven J. Troyer, P.E. July 19, 2023

Signature Date

City of Ankeny Staff Approval:

Donald Clark 7-19-23

Signature Date

Submit to: *Don Clark, Director of Municipal Utilities*

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

Date Printed: 7/19/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	$ 12,000.00
2	5/30/20	$ 39,140.00
3	6/30/21	$ 14,380.00
4	7/31/21	$ 29,721.05
5	8/30/21	$ 47,830.00
6	9/30/21	$ 28,000.00
7	10/30/21	$ 45,745.90
8	11/30/21	$ 90,901.20
9	12/31/21	$ 52,850.19
10	1/31/22	$ 20,190.20
11	2/28/22	$ 27,490.50
12	3/31/22	$ 25,838.20
13	4/30/22	$ 18,385.15
14	5/30/22	$ 38,250.50
15	6/30/22	$ 41,877.85
16	7/31/22	$ 35,640.96
17	8/31/22	$ 37,939.97
18	9/30/22	$ 34,660.59
19	10/31/22	$ 26,208.18
20	11/30/22	$ 14,947.87
21	12/31/22	$ 19,540.34
22	01/31/23	$ 25,763.36
23	02/28/23	$ 23,303.05
24	03/31/23	$ 19,437.33
25	04/30/23	$ 8,492.15
26	05/31/23	$ 13,381.15
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Previous Applications for Payment

No.	Date	Amount
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TOTAL $ 791,915.69

Record of Change Orders

No.	Date	Amount
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TOTAL $ -

Please update Payment Application Sheet

Contract Time Remaining

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

Date Printed: 7/19/2023

STRAND ASSOCIATES®

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

Invoice

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

July 12, 2023
Project No: 7020.001
Invoice No: 0199055

Professional Services: June 1, 2023 through June 30, 2023

Project 7020.001 Ankeny ASR - Final Design

Fee

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

Project 7020.002 Ankeny ASR - IDNR Permit Fees

Total this Project **0.00**

Project 7020.003 Ankeny ASR - Bidding

Fee

Total Fee	31,000.00			
Percent Complete	100.00	Total Earned	31,000.00	
		Previous Fee Billing	31,000.00	
		Current Fee Billing	0.00	
		Total Fee		**0.00**
			Total this Project	**0.00**

Project 7020.004 Ankeny ASR - Construction Administration; Demolition

Total this Project **0.00**

Project	7020.001	Ankeny ASR - Final Design		Invoice	0199055
Project	7020.005	Ankeny ASR - RPR Demolition			
			Total this Project		**0.00**
Project	7020.006	Ankeny ASR - Geotechnical Report			
			Total this Project		**0.00**
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition			
			Total this Project		**0.00**
Project	7020.008	Ankeny ASR - Construction Administration			
Fee					
Total Fee		270,000.00			
Percent Complete		98.00	Total Earned	264,600.00	
			Previous Fee Billing	264,600.00	
			Current Fee Billing	0.00	
			Total Fee		**0.00**
			Total this Project		**0.00**
Project	7020.009	Ankeny ASR - Bidding Documents			
			Total this Project		**0.00**
Project	7020.010	Construction Resident Project Representative			
	Total Labor				**7,324.25**
			Total this Project		**$7,324.25**
Project	7020.011	Construction Staking Services			
			Total this Project		**0.00**

Project	7020.001	Ankeny ASR - Final Design	Invoice	0199055
Project	7020.012	Construction Field and Laboratory Testing Services		
		Total this Project		**0.00**
		Total this Invoice		**$7,324.25**

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

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

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

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

DATE: July 7, 2023

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

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

DELIVERY: US mail

ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the June 2023 billing period. Time was spent this period on construction administration, reviewing submittals, and responding to contractor questions. Construction progress meetings were held on June 14 and 21.

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

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

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $12,363.50 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	NE 36th Street & NE 38th Street Water Main Loop		
Contractor:	FOX Strand		
Address:	414 South 17th St, Ste 107, Ames, IA 50010		
Finance Budget Code:	618.3618.4210	***Finance Project #***	618.4210
Vendor Project or Invoice #:	7020.013	***PO #***	
Original Contract Date:	March 20, 2023	***Vendor #***	11377

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 3

PAYMENT PERIOD: From: June 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 204,000.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 204,000.00	
Total completed and stored to date:	$ 40,156.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 40,156.00	
Less previous applications for payment:		$ 27,792.50	
SUBTOTAL			$ 12,363.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 12,363.50
Balance to finish, including retainage:		$ 163,844.00	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: _

Firm Name

Signature Date

Engineer / Consultant Approval: FOX Strand

Firm Name

Mitchell Holtz, P.E. July 19, 2023

Signature Date

City of Ankeny Staff Approval:

Donald Clark 7-19-23

Signature Date

Submit to: *Don Clark, Director of Municipal Utilities*

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

Date Printed: 7/19/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 11, 2023	$ 12,436.75
2	June 12, 2023	$ 15,355.75
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Previous Applications for Payment

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TOTAL $ 27,792.50

Record of Change Orders

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TOTAL $ -

Contract Time Remaining

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

Date Printed: 7/19/2023

STRAND ASSOCIATES®

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

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

July 13, 2023
Project No: 7020.013
Invoice No: 0199490

Professional Services: June 1, 2023 through June 30, 2023

Project 7020.013 NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding

Fee

Total Fee	175,000.00			
Percent Complete	20.00	Total Earned	35,000.00	
		Previous Fee Billing	26,250.00	
		Current Fee Billing	8,750.00	
		Total Fee		**8,750.00**
			Total this Project	**$8,750.00**

Project 7020.014 Easement Acquisition & Geotechnical Engineering Subcontracting Services

Total Labor		**478.50**
Total Expenses		**3,135.00**
	Total this Project	**$3,613.50**
	Total this Invoice	**$12,363.50**

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

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

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ASSOCIATES®
Excellence in Engineering
Since 1946

FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

STATUS REPORT

DATE: July 10, 2023

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
PN 7020.013, 7020.014

ITEMS: Status Report / Monthly Billing

COMMENTS:

In the month of June, FOX Strand provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop Project as follows:

Design & Bidding - FOX Strand continued with design for the project.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - FOX Strand executed an agreement with Terracon for geotechnical services. June's invoice includes correspondence with Terracon during field work, correspondence with adjacent property owners ahead of field work, and a progress payment to Terracon for their agreed upon services.

Let me know if you have any questions or concerns.

Mitch Holtz, P.E

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $27,194.51 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title:	Rock Creek Greenbelt - Native Vegetation		
Contractor:	HGS, LLC		
Address:	6575 West Loop South Ste 300, Bellaire, TX 77401		
Finance Budget Code:	957.2957.4405	***Finance Project #***	957.4405
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	October 3, 2022	***Vendor #***	11660

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 4

PAYMENT PERIOD: From: June 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 96,960.30			
Net change by Change Orders:	$ 3,738.70			
Contract Amount to Date: (line 1 ± 2)		$ 100,699.00		
Total completed and stored to date:	$ 69,394.90			
Retainage: 5 % of Completed Work:	$ 3,469.75			
Total Earned less Retainage:		$ 65,925.16		
Less previous applications for payment:		$ 38,730.65		
SUBTOTAL			$	27,194.51
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	27,194.51
Balance to finish, including retainage:		$ 34,773.85		
Contract Time Remaining (If applicable)		Calendar Date		

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

Construction Contractor Approval: HGS, LLC (Firm Name)

Signature — Date: 7/25/23

Engineer / Consultant Approval: (Firm Name)

Signature — Date

City of Ankeny Staff Approval:

Signature — Date: 7/25/23

Submit to: Nick Lenox, Director of Parks & Recreation

E-mail: Nlenox@ankenyiowa.gov *Phone:* 515-963-3576 *Fax:* 515-963-3576

Date Printed: 7/25/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	$ 18,156.59
2	June 5, 2023	$ 9,629.39
3	July 3, 2023	$ 10,944.67
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 38,730.65

Record of Change Orders

No.	Date	Amount
1	July 3, 2023	$ 3,738.70
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CHANGE ORDER TOTAL = $ 3,738.70

Contract Time Remaining

Contract Period:	Calendar Date
Construction Start Date:	October 3, 2022
Contract Full Completion Date:	12/22/2023

Substantial Completion

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

Full Completion

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
	EARTHWORK													
2.1	Clearing and Grubbing by Lump Sum	LS	1		1.00	$ 22,780.00	$ 22,780.00	0.00	$ -	1.00	1.00	$ 22,780.00	0.00	100.00%
	STREETS AND RELATED WORK													
7.1	Removal of Sidewalk	SY	79.0		79.00	$ 49.10	$ 3,878.90		$ -		0.00	$ -	79.00	0.00%
7.2	Shared Use Path, PCC, Class C, 6" Thick	SY	71.0		71.00	$ 68.00	$ 4,828.00		$ -		0.00	$ -	71.00	0.00%
7.3	Sidewalk, PCC, Class C, 4"	SY	8.0		8.00	$ 55.00	$ 440.00		$ -		0.00	$ -	8.00	0.00%
	TRAFFIC CONTROL													
8.1	Temporary Traffic Control	LS	1		1.00	$ 753.00	$ 753.00		$ -	1.00	1.00	$ 753.00	0.00	100.00%
	MISCELLANEOUS													
11.1	Mobilization	LS	1		1.00	$ 14,102.00	$ 14,102.00	0.50	$ 7,051.00	0.50	1.00	$ 14,102.00	0.00	100.00%
11.2	Concrete Washout	LS	1		1.00	$ 1,105.00	$ 1,105.00		$ -		0.00	$ -	1.00	0.00%
11.3	Establishment Mowing	Ac.	7.8		7.80	$ 355.00	$ 2,769.00		$ -	7.80	7.80	$ 2,769.00	0.00	100.00%
11.4	Herbicide Treatment	Ac.	7.8		7.80	$ 386.00	$ 3,010.80		$ -	7.80	7.80	$ 3,010.80	0.00	100.00%
11.6	Dormant Native Vegetation Seeding, Drilled	Ac.	7.8		7.80	$ 2,766.00	$ 21,574.80	7.80	$ 21,574.80		7.80	$ 21,574.80	0.00	100.00%
11.7	Vegetation Maintenance	Ac.	54.9		54.90	$ 262.00	$ 14,383.80		$ -		0.00	$ -	54.90	0.00%
11.8	Tree and Shrub Herbicide Treatment	LS	1		1.00	$ 1,191.00	$ 1,191.00		$ -	1.00	1.00	$ 1,191.00	0.00	100.00%
11.9	New Planting Sign	Ea.	32		32.00	$ 192.00	$ 6,144.00		$ -	3.00	3.00	$ 576.00	29.00	9.38%
	CHANGE ORDER ITEMS													
12.01	Establishment Mowing Additional Area	Ac.		0.70	0.70	$ 355.00	$ 248.50		$ -	0.70	0.70	$ 248.50	0.00	100.00%
12.02	Herbicide Treatment Additional Area	Ac.		0.70	0.70	$ 386.00	$ 270.20		$ -	0.70	0.70	$ 270.20	0.00	100.00%
12.03	Native Vegetation Additional Area	Ac.		0.70	0.70	$ 2,766.00	$ 1,936.20		$ -	0.70	0.70	$ 1,936.20	0.00	100.00%
12.04	Vegetation Maintenance Additional Area	Ac.		4.90	4.90	$ 262.00	$ 1,283.80		$ -	0.70	0.70	$ 183.40	4.20	14.29%
12.05					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 100,699.00 PAY PERIOD = $ 28,625.80 COMPLETED = $ 69,394.90 68.91%

Date printed 7/25/2023

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $15,007.00 to HR Green, Inc., for engineering services on the NW Irvinedale Drive & NW 18th Street Intersection Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: August 7, 2023 **Payment Application #:** 4

Payment Period: From: June 1, 2023 Through: 6/30/23

Contract Summary:

Original Contract Amount:	$ 107,920.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 107,920.00		
Total Completed and Stored to Date:	$ 40,249.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 40,249.00		
Less Previous Applications for Payment:		$ 25,242.00		
SUBTOTAL:			$	15,007.00
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**15,007.00**
Balance to Finish, Including Retainage:		$ 67,671.00		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval: NA
Firm Name

Signature Date

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

Signature July 6, 2023
Date

City of Ankeny Staff Approval:

Leslie Hart July 25, 2023
Signature Date

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

Date Printed: 7/6/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 25,242.00

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

Date Printed: 7/6/2023

HRGreen

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

HRGREEN.COM

July 6, 2023

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

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

Dear Leslie:

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

Attached Invoice #	164592
Period covered by invoice	6/1/23 – 6/30/23
Amount this invoice	$15,007.00
Total billings to date, including this invoice	$40,249.00
Contract maximum fee	$107,920.00
% of Contract billed to date	37.30%

Summary of services during this billing period:

- Project Management & Admin
- Traffic Analysis
- Topographic Survey
- Concept Design

Comments:

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

Best regards,

HR GREEN, INC.

Brian Willham, P.E.

HRGreen

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

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

July 06, 2023
Project No: 220196
Invoice No: 164592
Invoice Total: $15,007.00

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

Professional Services Through June 30, 2023

Phase 1.0 Project Management and Administration
Professional Personnel

	Hours	Amount	
Senior Professional	2.00	470.00	
Professional	3.25	568.75	
Corporate Admin	1.00	127.00	
Totals	6.25	1,165.75	
Total Labor			**1,165.75**
		Total this Phase	**$1,165.75**

Phase 2.0 Traffic Analysis
Professional Personnel

	Hours	Amount	
Senior Professional	21.00	4,935.00	
Junior Professional	8.00	1,120.00	
Totals	29.00	6,055.00	
Total Labor			**6,055.00**
		Total this Phase	**$6,055.00**

Phase 3.0 Concept Design
Professional Personnel

	Hours	Amount	
Professional	14.25	2,453.75	
Junior Professional	22.00	2,860.00	
Totals	36.25	5,313.75	
Total Labor			**5,313.75**
		Total this Phase	**$5,313.75**

Phase 4.0 Survey and Mapping

Professional Personnel

		Hours	Amount	
Technician		21.50	2,472.50	
	Totals	21.50	2,472.50	
	Total Labor			**2,472.50**
			Total this Phase	**$2,472.50**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	15,007.00	25,242.00	40,249.00	
Limit			107,920.00	
Remaining			67,671.00	
			Total this Invoice	**$15,007.00**

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

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

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 #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: August 7, 2023 **Payment Application #:** 8

Payment Period: From: March 6, 2023 Through: May 26, 2023

Contract Summary:

Original Contract Amount:	$ 355,700.00			
Net Change by Change Orders:	$ 473,813.00			
Contract Amount to Date: (line 1 ± 2)		$ 829,513.00		
Total Completed and Stored to Date:	$ 374,253.64			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 374,253.64		
Less Previous Applications for Payment:		$ 372,036.64		
SUBTOTAL:			$	2,217.00
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**2,217.00**
Balance to Finish, Including Retainage:		$ 455,259.36		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval: HR Green, Inc.
Firm Name

Signature Date

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

Signature July 18, 2023
Date

City of Ankeny Staff Approval:

Signature 7/31/2023
Date

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

Date Printed: 7/18/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 372,036.64

Record of Change Orders:

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

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

Date Printed: 7/18/2023

HRGreen

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

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

June 05, 2023
Project No: 210345.02
Invoice No: 163524
Invoice Total: $2,217.00

Project 210345.02 Ankeny, IA - Oralabor Gateway Trail and SW State Street
Professional Services Through May 26, 2023

Phase 11.0 Construction Phase Services

Professional Personnel

	Hours	Amount	
Senior Professional	8.00	1,760.00	
Professional	1.50	330.00	
Corporate Admin	1.00	127.00	
Totals	10.50	2,217.00	
Total Labor			2,217.00
		Total this Phase	**$2,217.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	2,217.00	0.00	2,217.00
Limit			447,313.00
Remaining			445,096.00

Total this Invoice $2,217.00

Billings to Date

	Current	Prior	Total
Labor	2,217.00	0.00	2,217.00
Totals	**2,217.00**	**0.00**	**2,217.00**

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

HRGreen

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

HRGREEN.COM

July 18, 2023

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

Progress Report & Attached Invoice
Ankeny, IA - Oralabor Gateway Trail - SW State Street Underpass and SW Oralabor Road and SW State Street Intersection Improvements
HRG Project No. 210345.02
Contract date: March 6, 2023

Dear Jim:

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

Attached Invoice #	163524
Period covered by invoice	3/6/23 – 5/26/23
Amount this invoice	$2,217.00
Total billings to date, including this invoice	$374,253.64
Contract maximum fee	$829,513.00
% of Contract billed to date	45%

Summary of services during this billing period:

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

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $175,243.01 to Iowa Signal, Inc., for construction services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	SW State Street Fiber Optic Relocation		
Contractor:	Iowa Signal, Inc.		
Address:	3711 SE Capitol Circle, Grimes, IA 50111		
Finance Budget Code:	998.3998.4456	***Finance Project #***	998.4456
Vendor Project or Invoice #:		***PO #***	NA
Original Contract Date:	February 6, 2023	***Vendor #***	644

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 1

PAYMENT PERIOD: From: February 1, 2023 Through: TBD

Contract Summary

Original Contract Amount:	$ 257,156.40			
Net change by Change Orders:	$ 450.00			
Contract Amount to Date: (line 1 ± 2)		$ 257,606.40		
Total completed and stored to date:	$ 184,466.33			
Retainage: 5 % of Completed Work:	$ 9,223.32			
Total Earned less Retainage:		$ 175,243.01		
Less previous applications for payment:		$ -		
SUBTOTAL			$	175,243.01
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	175,243.01
Balance to finish, including retainage:		$ 82,363.39		
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: Iowa Signal, Inc.
Firm Name

Wayne Lesley
Signature

7/14/23
Date

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

Tony Babcock
Signature

Digitally signed by Tony Babcock
DN: C=US, E=tbabcock@hrgreen.com, O="HR Green, Inc.", CN=Tony Babcock
Location: City of Ankeny
Reason: SW State Fiber Optic Relocation
Date: 2023.07.14 11:16:39-05'00'

7/14/2023
Date

City of Ankeny Staff Approval:

Leslie Hart
Signature

7/14/23
Date

Submit to: Leslie Hart Traffic Engineering Manager ~~Adam L. Lust, P.E. - Assistant Public Works Director~~ - Public Works Department

E-mail: ~~ALust@Ankenylowa.gov~~ LHart@AnkenyIowa.gov *Phone:* (515) 963-3537 46 *Fax:* ~~(515) 963-3535~~

Date Printed: 7/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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Previous Applications for Payment

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TOTAL $ -

Record of Change Orders

No.	Date	Amount
1	April 17, 2023	$ 450.00
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TOTAL $ 450.00

Contract Time Remaining

	CALENDAR DAYS
Contract Period:	
Original Contract Date:	
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 7/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	DIVISION 1 QUANTITY	DIVISION 2 QUANTITY	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
8.1	TRAFFIC SIGNAL CABINET INSTALLATION, SW STATE STREET & SW ORALABOR ROAD	LS	1.0	0	1.00		1.00	$14,800.00	$ 14,800.00	1.00	$ 14,800.00	-	100.00%
8.2	REMOVAL OF 48-CNT OR LESS FIBER OPTIC CABLE	LF	7330	2840	10,170.00		10,170.00	$ 1.25	$ 12,712.50		$ -	10,170.00	0.00%
8.3	REMOVAL OF 96SM FIBER OPTIC CABLE	LF	0	1375	1,375.00		1,375.00	$ 1.25	$ 1,718.75		$ -	1,375.00	0.00%
8.4	REMOVAL/REINSTALL/RELOCATION OF 48-CNT OR LESS FIBER OPTIC CABLE	LF	2155	0	2,155.00		2,155.00	$ 2.20	$ 4,741.00		$ -	2,155.00	0.00%
8.5	REMOVAL/REINSTALL/RELOCATION OF 96SM FIBER OPTIC CABLE	LF	0	920	920.00		920.00	$ 2.20	$ 2,024.00		$ -	920.00	0.00%
8.6	REMOVAL OF HANDHOLE, TYPE 3 "TUB" 24" X 36"	EACH	3	0	3.00		3.00	$ 750.00	$ 2,250.00		$ -	3.00	0.00%
8.7	INSTALLATION OF CITY PROVIDED FIBER OPTIC CABLE, SM, 24-CNT, CITY	LF	4885	0	4,885.00		4,885.00	$ 2.00	$ 9,770.00	2,500.00	$ 5,000.00	2,385.00	51.18%
8.8	INSTALLATION OF CITY PROVIDED FIBER OPTIC CABLE, SM, 96-CNT, CITY	LF	12450	0	12,450.00		12,450.00	$ 2.00	$ 24,900.00	12,450.00	$ 24,900.00	-	100.00%
8.9	INSTALLATION OF CONTRACTOR PROVIDED FIBER OPTIC CABLE, SM, 48-CNT, SCHOOL DISTRICT	LF	0	2990	2,990.00		2,990.00	$ 3.25	$ 9,717.50	2,990.00	$ 9,717.50	-	100.00%
8.10	INSTALLATION OF CONTRACTOR PROVIDED FIBER OPTIC CABLE, SM, 96-CNT, SCHOOL DISTRICT	LF	0	2090	2,090.00		2,090.00	$ 4.25	$ 8,882.50	2,090.00	$ 8,882.50	-	100.00%
8.11	CONDUIT, FIBER OPTIC, BLUE HDPE, 2 INCH DIAMETER, CITY	LF	3400	0	3,400.00		3,400.00	$ 12.50	$ 42,500.00	3,400.00	$ 42,500.00	-	100.00%
8.12	CONDUIT, FIBER OPTIC, ORANGE HDPE, 2 INCH DIAMETER, SCHOOL DISTRICT	LF	0	2775	2,775.00		2,775.00	$ 12.50	$ 34,687.50	2,775.00	$ 34,687.50	-	100.00%
8.13	CONDUIT, HDPE, 2 INCH DIAMETER, FUTURE LIGHTING	LF	430	0	430.00		430.00	$ 12.50	$ 5,375.00	430.00	$ 5,375.00	-	100.00%
8.14	HANDHOLE, TYPE 1 "ROUND" 24" DIAMETER	EACH	3	0	3.00		3.00	$ 1,500.00	$ 4,500.00	3.00	$ 4,500.00	-	100.00%
8.15	HANDHOLE, TYPE 3 "TUB" 24" X 36"	EACH	3	0	3.00		3.00	$ 1,800.00	$ 5,400.00	3.00	$ 5,400.00	-	100.00%
8.16	HANDHOLE, TYPE 4 "TUB" 30" X 48"	EACH	5	4	9.00		9.00	$ 2,300.00	$ 20,700.00	9.00	$ 20,700.00	-	100.00%
8.17	SPLICE ENCLOSURE/CASE	EACH	4	1	5.00		5.00	$ 990.00	$ 4,950.00		$ -	5.00	0.00%
8.18	FIBER OPTIC SPLICE	EACH	92	120	212.00		212.00	$ 75.00	$ 15,900.00		$ -	212.00	0.00%
8.19	FIBER OPTIC TERMINATION	EACH	96	0	96.00		96.00	$ 85.00	$ 8,160.00		$ -	96.00	0.00%
8.20	REMOVAL OF EXISTING FIBER TERMINATION ENCLOSURE	EACH	3	0	3.00		3.00	$ 220.00	$ 660.00		$ -	3.00	0.00%
8.21	FIBER TERMINATION ENCLOSURE, 1 PANEL CAPACITY, SPH-01P, DIN RAIL MOUNTED	EACH	7	0	7.00		7.00	$ 200.00	$ 1,400.00		$ -	7.00	0.00%
8.22	CCH PANEL, 12 CT, CCH-CP12-A9-P03RH	EACH	7	0	7.00		7.00	$ 650.00	$ 4,550.00		$ -	7.00	0.00%
8.23	SW STATE STREET & SW VINTAGE PARKWAY HUB CABINET REMOVAL	LS	1	0	1.00		1.00	$ 1,750.00	$ 1,750.00		$ -	1.00	0.00%
8.24	TEMPORARY TRAFFIC CONTROL	LS	0.5	0.5	1.00		1.00	$ 5,500.00	$ 5,500.00	0.50	$ 2,750.00	0.50	50.00%
11.1	MOBILIZATION	LS	0.5	0.5	1.00		1.00	$ 9,607.65	$ 9,607.65	0.50	$ 4,803.83	0.50	50.00%
CO 1-1	Traffic Signal Cabinet - Breaker Panel Extra Work	EACH				1.00	1.00	$ 450.00	$ 450.00	1.00	$ 450.00	-	100.00%
	TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE								$ 257,606.40		$ 184,466.33		-28.39%

Date printed: 7/13/2023

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of $53,430.14 to JC Construction, for construction services on the School Walkability 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 #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: School Walkability Improvements
Contractor: JC Construction
Address: 116 Crestview Dr. Marshalltown, Iowa 50158
Finance Budget Code: 917.3917.4451 **Finance Project #:** 917.4451
Vendor Project #: **Purchase Order #:**
Original Contract Date: April 17, 2023 **Vendor Account #:**

Date of Council Meeting: August 7, 2023 **Payment Application #:** 1

Payment Period: From: June 12, 2023 Through: July 21, 2023

Contract Summary:

Original Contract Amount:	$ 130,702.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 130,702.00	
Total Completed and Stored to Date:	$ 56,242.25		
Retainage: 5 % of Completed Work:	$ 2,812.11		
Total Earned Less Retainage:		$ 53,430.14	
Less Previous Applications for Payment:		$ -	
SUBTOTAL:			$ 53,430.14
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 53,430.14**
Balance to Finish, Including Retainage:		$ 77,271.86	
Contract Time Remaining:	- 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: JC Construction (Firm Name)

Jose Cobos (Signature) 7/24/2023 (Date)

Engineer / Consultant Approval: City of Ankeny (Firm Name)

(Signature) (Date)

City of Ankeny Staff Approval:

Leslie Hart (Signature) 7/24/23 (Date)

Submit to: Leslie Hart, PE, PTOE
E-mail: LHart@ankenyiowa.gov Phone Number: 515-963-3548

Date Printed: 7/20/2023

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
	STREETS AND RELATED WORK													
7.01	Curb and Gutter, PCC, Class C, 2.0' Wide, 8" Thick	LF	15.00		15.00	$ 200.00	$ 3,000.00	15.00	$ 3,000.00		15.00	$ 3,000.00	0.00	100.00%
7.02	Curb and Gutter, PCC, Class C, 2.0' Wide, 9" Thick	LF	30.00		30.00	$ 160.00	$ 4,800.00		$ -		0.00	$ -	30.00	0.00%
7.03	Removal of Sidewalk	SY	324.00		324.00	$ 22.50	$ 7,290.00	138.70	$ 3,120.75		138.70	$ 3,120.75	185.30	42.81%
7.04	Sidewalk, PCC, 4" Thick	SY	31.00		31.00	$ 170.00	$ 5,270.00	18.60	$ 3,162.00		18.60	$ 3,162.00	12.40	60.00%
7.05	Sidewalk, PCC, 5" Thick	SY	230.00		230.00	$ 77.00	$ 17,710.00	72.60	$ 5,590.20		72.60	$ 5,590.20	157.40	31.57%
7.06	Sidewalk, PCC, 6" Thick	SY	144.00		144.00	$ 93.00	$ 13,392.00	90.10	$ 8,379.30		90.10	$ 8,379.30	53.90	62.57%
7.07	Detectable Warnings, Galvanized Steel	SF	210.00		210.00	$ 60.00	$ 12,600.00	76.00	$ 4,560.00		76.00	$ 4,560.00	134.00	36.19%
7.08	Full Depth Patches, PCC, Class C-SUD, 8" Thick	SY	116.00		116.00	$ 180.00	$ 20,880.00	98.50	$ 17,730.00		98.50	$ 17,730.00	17.50	84.91%
7.09	Full Depth Patches, PCC, Class C-SUD, 9" Thick	SY	72.00		72.00	$ 230.00	$ 16,560.00		$ -		0.00	$ -	72.00	0.00%
7.10	Curb and Gutter Removal, 2.0' Wide	LF	45.00		45.00	$ 30.00	$ 1,350.00	15.00	$ 450.00		15.00	$ 450.00	30.00	33.33%
	TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1.00		1.00	$ 8,000.00	$ 8,000.00	0.35	$ 2,800.00		0.35	$ 2,800.00	0.65	35.00%
8.02	Remove and Reinstall Traffic Signs	EA	1.00		1.00	$ 600.00	$ 600.00		$ -		0.00	$ -	1.00	0.00%
	SITE WORK AND LANDSCAPING													
9.01	Erosion Control Mulching, Hydromulching, BFM with Temporary Seeding	AC	0.25		0.25	$ 15,000.00	$ 3,750.00		$ -		0.00	$ -	0.25	0.00%
	MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	$ 13,500.00	$ 13,500.00	0.50	$ 6,750.00		0.50	$ 6,750.00	0.50	50.00%
11.02	Concrete Washout, Collection Bags	LS	1.00		1.00	$ 2,000.00	$ 2,000.00	0.35	$ 700.00		0.35	$ 700.00	0.65	35.00%
	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 = $ 130,702.00 PAY PERIOD = $ 56,242.25 COMPLETED = $ 56,242.25 43.03%

Date printed: 7/20/2023

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #23 in the amount of $1,797.50 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: SE 3rd Street Improvements - Phase 1
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210 / 58% - 695.3695.4210 **Finance Project #** 42% - 658.4210 / 58% - 695.4210
Vendor Project or Invoice #: 200170.01 **PO #**
Original Contract Date: December 7, 2020 **Vendor #** 7827

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 23
PAYMENT PERIOD: From: June 10, 2023 Through: July 7, 2023

Contract Summary

Original Contract Amount:	$ 129,560.00		
Net change by Change Orders:	$ 194,470.00		
Contract Amount to Date: (line 1 ± 2)		$ 324,030.00	
Total completed and stored to date:	$ 321,594.70		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 321,594.70	
Less previous applications for payment:		$ 319,797.20	
SUBTOTAL			$ 1,797.50
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 1,797.50
Balance to finish, including retainage:		$ 2,435.30	
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: JEO Consulting Group, Inc.

Firm Name

Signature 07-17-2023

Date

City of Ankeny Staff Approval:

Becky Ford

Signature 07/25/2023

Date

Submit to: Becky Ford, PE, CFM - Stormwater and Environmetal Manager
E-mail: BFord@Ankenylowa.gov *Phone:* (515) 963-3526 *Fax:* (515) 963-3526

Date Printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	$ 8,827.50
2	March 1, 2021	$ 27,042.50
3	April 5, 2021	$ 13,045.00
4	May 3, 2021	$ 18,691.25
5	June 7, 2021	$ 6,117.50
6	August 2, 2021	$ 31,245.00
7	September 7, 2021	$ 16,212.50
8	October 4, 2021	$ 12,552.50
9	November 1, 2021	$ 4,171.25
10	March 7, 2022	$ 3,540.00
11	May 2, 2022	$ 19,070.00
12	June 6, 2022	$ 2,417.50
13	July 5, 2022	$ 12,187.20
14	August 1, 2022	$ 19,825.00
15	September 6, 2022	$ 23,732.50
16	October 3, 2022	$ 30,227.50
17	November 7, 2022	$ 24,341.25
18	December 19, 2022	$ 18,380.00
19	January 3, 2023	$ 6,223.75
20	April 3, 2023	$ 16,465.00
21	June 5, 2023	$ 3,133.75
22	July 3, 2023	$ 2,348.75
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 319,797.20

Record of Change Orders

No.	Date	Amount
1	June 7, 2021	$ 11,885.00
2	March 7, 2022	$ 166,120.00
3	February 20, 2023	$ 16,465.00
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CHANGE ORDER TOTAL = $ 194,470.00

Contract Time Remaining

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

Date Printed: 7/17/2023

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

July 17, 2023
Project No: R200170.01
Invoice No: 142856
Invoice Amount: 1,797.50

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

Project Manager Timothy Sheets

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

Professional Services through July 7, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$20,475.00		$20,475.00	$20,475.00	0.00
Geotechnical	$7,000.00		$7,000.00	$7,000.00	0.00
Preliminary Design	$62,090.00		$62,090.00	$62,090.00	0.00
Final Design	$47,460.00		$47,460.00	$47,460.00	0.00
Public Information Meeting	$3,500.00		$3,500.00	$3,500.00	0.00
Bidding Phase Services	$3,540.00		$3,540.00	$3,540.00	0.00
Construction Staking	$30,000.00		$27,565.00	$25,767.50	$1,797.50
Construction Administration	$149,965.00		$149,965.00	$149,965.00	0.00
Hourly Phase(s)					
Additional RPR			0.00	0.00	0.00
Total	**$324,030.00**		**$321,595.00**	**$319,797.50**	**$1,797.50**

Total Amount Due Upon Receipt : $1,797.50

Outstanding Invoices

Number	Date	Balance
142006	6/16/2023	2,348.75
Total		**2,348.75**

Email invoice to: BFord@Ankenylowa.gov

Billing Backup

Monday, July 17, 2023
8:56:08 AM

JEO Consulting Group, Inc. Invoice 142856 Dated 7/17/2023

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

Phase 705CS Construction Staking (Survey)

Hours this Invoice

		Hours		Amount	
Survey Senior Project Manager	6/15/2023	2.00	175.00	350.00	
Survey Senior Project Manager	6/26/2023	3.75	175.00	656.25	
Survey Senior Project Manager	6/27/2023	1.00	175.00	175.00	
Survey Technician	6/15/2023	1.25	85.00	106.25	
Survey Technician	6/26/2023	6.00	85.00	510.00	
Totals		14.00		1,797.50	
Total Labor					**1,797.50**

Total this Phase	**$1,797.50**
Total this Project	**$1,797.50**
Total this Report	**$1,797.50**

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #20 in the amount of $9,897.50 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 20

PAYMENT PERIOD: From: April 8, 2023 Through: July 7, 2023

Contract Summary

Original Contract Amount:	$ 97,750.00			
Net change by Change Orders:	$ 128,510.00			
Contract Amount to Date: (line 1 ± 2)		$ 226,260.00		
Total completed and stored to date:	$ 221,169.13			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 221,169.13		
Less previous applications for payment:		$ 211,271.63		
SUBTOTAL			$	9,897.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	9,897.50
Balance to finish, including retainage:		$ 5,090.87		
Contract Time Remaining (If applicable)	-	Working Days		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature 07-19-2023

Date

City of Ankeny Staff Approval:

Signature 7/26/2023

Date

Submit to: *Jim Haberichter - Civil Engineer II*

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

Date Printed: 7/19/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 7, 2021	$ 4,361.25
2	July 6, 2021	$ 5,788.75
3	August 2, 2021	$ 28,591.25
4	September 7, 2021	$ 28,883.75
5	October 4, 2021	$ 15,606.25
6	November 1, 2021	$ 11,733.75
7	March 7, 2022	$ 24,167.88
8	April 4, 2022	$ 2,690.00
9	May 2, 2022	$ 2,466.25
10	June 6, 2022	$ 5,796.25
11	July 5, 2022	$ 4,646.25
12	August 1, 2022	$ 1,880.00
13	September 6, 2022	$ 1,813.75
14	October 3, 2022	$ 8,886.25
15	November 7, 2022	$ 13,566.25
16	November 21, 2022	$ 30,205.00
17	January 3, 2023	$ 15,372.50
18	February 6, 2023	$ 2,828.75
19	May 1, 2023	$ 1,987.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 211,271.63

Record of Change Orders

No.	Date	Amount
1	January 3, 2022	$ 24,595.00
2	March 21, 2022	$ 95,200.00
3	August 7, 2023	$ 8,715.00
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CHANGE ORDER TOTAL = $ 128,510.00

Contract Time Remaining

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

Date Printed: 7/19/2023

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

July 17, 2023
Project No: R201512.00
Invoice No: 142858
Invoice Amount: 9,897.50

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

Project Manager Timothy Sheets

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

Professional Services through July 7, 2023

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	$17,050.00		$17,050.00	$17,050.00	0.00
Environmental Services	$2,000.00		$1,930.00	$1,930.00	0.00
Preliminary Design	$43,610.00		$43,591.25	$43,591.25	0.00
Final Design	$28,950.00		$28,950.00	$28,950.00	0.00
Public Information Meeting	$3,450.00		$3,443.75	$3,443.75	0.00
Bidding Phase Services	$2,690.00		$2,690.00	$2,690.00	0.00
Construction Administration	$14,250.00		$14,250.00	$14,250.00	0.00
Construction Staking	$12,700.00		$12,700.00	$12,700.00	0.00
Resident Project Represntation	$62,500.00		$62,498.75	$62,498.75	0.00
Additional RPR	0.00		$8,715.00	0.00	$8,715.00
Monument Preservation	$1,000.00		0.00	0.00	0.00
Post-Construction Services	$4,750.00		$1,182.50	0.00	$1,182.50
Amendment No. 1-Acquisition Plats	$3,500.00		$3,500.00	$3,500.00	0.00
Amendment No. 1 - City Letting Design	$15,095.00		$15,095.00	$15,095.00	0.00
Reimbursables-Amendment No. 1-Utility Potholing	$6,000.00		$5,572.88	$5,572.88	0.00
Total	**$217,545.00**		**$221,169.13**	**$211,271.63**	**$9,897.50**

Total Amount Due Upon Receipt : $9,897.50

Email invoice to: jhaberichter@ankenyiowa.gov

Billing Backup

Wednesday, July 19, 2023

JEO Consulting Group, Inc. Invoice 142858 Dated 7/17/2023 9:35:59 AM

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

Phase 720CSD Additional RPR (Construction Services)

Hours this Invoice

		Hours		Amount	
Field Construction Inspector	5/3/2023	4.00	115.00	460.00	
Field Construction Inspector	5/4/2023	1.50	115.00	172.50	
Field Construction Inspector	5/5/2023	1.50	115.00	172.50	
Field Construction Inspector	5/8/2023	1.00	115.00	115.00	
Field Construction Inspector	5/9/2023	3.00	115.00	345.00	
Field Construction Inspector	5/10/2023	1.00	115.00	115.00	
Field Construction Inspector	5/12/2023	6.00	115.00	690.00	
Field Construction Inspector	5/15/2023	2.00	115.00	230.00	
Field Construction Inspector	5/17/2023	2.00	115.00	230.00	
Field Construction Inspector	5/18/2023	2.00	115.00	230.00	
Field Construction Inspector	5/19/2023	2.00	115.00	230.00	
Field Construction Inspector	5/22/2023	2.00	115.00	230.00	
Field Construction Inspector	5/23/2023	2.00	115.00	230.00	
Field Construction Inspector	5/31/2023	2.00	115.00	230.00	
Field Construction Inspector	6/1/2023	1.00	115.00	115.00	
Field Construction Inspector	6/2/2023	2.00	115.00	230.00	
Field Construction Inspector	6/5/2023	2.00	115.00	230.00	
Field Construction Inspector	6/8/2023	2.00	115.00	230.00	
Field Construction Inspector	6/12/2023	1.00	115.00	115.00	
Field Construction Inspector	6/14/2023	1.00	115.00	115.00	
Field Construction Inspector	6/15/2023	2.00	115.00	230.00	
Field Construction Inspector	6/16/2023	2.00	115.00	230.00	
Field Construction Inspector	6/19/2023	4.00	115.00	460.00	
Totals		49.00		5,635.00	
Total Labor					**5,635.00**
			Total this Phase		**$5,635.00**

Phase 720TRA Additional RPR (Transportation)

Hours this Invoice

		Hours		Amount	
Transportation Engineer	5/4/2023	5.00	140.00	700.00	
Transportation Engineer	5/9/2023	.50	140.00	70.00	
Senior Bridge Engineer	5/5/2023	1.50	185.00	277.50	
Senior Bridge Engineer	5/12/2023	1.00	185.00	185.00	
Senior Bridge Engineer	5/15/2023	1.00	185.00	185.00	
Senior Bridge Engineer	5/16/2023	1.00	185.00	185.00	
Senior Bridge Engineer	5/17/2023	.50	185.00	92.50	
Senior Bridge Engineer	5/19/2023	1.50	185.00	277.50	
Senior Bridge Engineer	5/23/2023	1.00	185.00	185.00	
Senior Bridge Engineer	5/25/2023	1.00	185.00	185.00	
Senior Bridge Engineer	5/30/2023	.50	185.00	92.50	
Senior Bridge Engineer	6/8/2023	1.00	185.00	185.00	
Senior Bridge Engineer	6/9/2023	1.00	185.00	185.00	
Senior Bridge Engineer	6/12/2023	1.00	185.00	185.00	
Senior Bridge Engineer	6/13/2023	.50	185.00	92.50	
Totals		18.00		3,082.50	
Total Labor					**3,082.50**

Total this Phase **$3,082.50**

Phase 736PC Post-Construction Services (Transportation)

Hours this Invoice

		Hours		Amount	
Field Construction Inspector	6/23/2023	5.00	110.00	550.00	
Field Construction Inspector	6/26/2023	3.00	110.00	330.00	
Field Construction Inspector	6/29/2023	2.00	110.00	220.00	
Senior Bridge Engineer	7/6/2023	.50	165.00	82.50	
Totals		10.50		1,182.50	
Total Labor					**1,182.50**

Total this Phase **$1,182.50**

Total this Project **$9,900.00**

Total this Report **$9,900.00**

ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

July 18, 2023

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

RE: SE Delaware Avenue HMA Widening
Progress Report No. 20
JEO Project No. 201512.00

Jim:

This is the twentieth progress report for the above referenced project and covers work through July 7, 2023. Work during the specified timeframe includes coordination with the construction contractor and Resident Project Representative tasks.

JEO is excited to continue to work with the City of Ankeny to close out this project over the next couple of weeks. Feel free to contact me if you have any questions about the attached invoice.

For your information, my last day with JEO will be Friday, July 21st. Should you have any questions about this project after my departure, please contact Michael Mitchell in our Ankeny office.

Sincerely,

Tim Sheets, PE
Project Manager

Enclosures

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $14,535.90 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	Transportation Master Plan		
Contractor:	JEO Consulting Group, Inc.		
Address:	1937 N. Chestnut Street, Wahoo, NE 68066		
Finance Budget Code:	260.3265.4210	**Finance Project #:**	NA
Vendor Project #:	222064	**Purchase Order #:**	NA
Original Contract Date:	February 20, 2023	**Vendor Account #:**	7827

Date of Council Meeting: August 7, 2023 **Payment Application #:** 4

Payment Period: From: June 10, 2023 Through: July 7, 2023

Contract Summary:

Original Contract Amount:	$ 269,400.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 269,400.00		
Total Completed and Stored to Date:	$ 89,219.04			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 89,219.04		
Less Previous Applications for Payment:		$ 74,683.14		
SUBTOTAL:			$	14,535.90
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**14,535.90**
Balance to Finish, Including Retainage:		$ 180,180.96		
Contract Time Remaining:	NA	----		

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

Construction Contractor Approval: ------- (Firm Name)

------- (Signature) ------- (Date)

Engineer / Consultant Approval: JEO Consulting Group, Inc. (Firm Name)

Louis Burkhalter (Signature) July 17, 2023 (Date)

City of Ankeny Staff Approval:

Leslie Hart (Signature) July 18, 2023 (Date)

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:

No.	Date	Amount
1	May 1, 2023	$ 6,332.50
2	June 5, 2023	$ 30,194.39
3	July 3, 2023	$ 38,156.25
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 74,683.14

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	---
Construction Start Date:	---

Substantial Completion:

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

Full Completion:

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

Date Printed: 7/18/2023

JEO CONSULTING GROUP

Engineering | Architecture | Surveying | Planning

Invoice

July 18, 2023
Project No: R222064.00
Invoice No: 142888
Invoice Amount: 14,535.90

Leslie Hart
City of Ankeny
220 W 1st Street
Ankeny, IA 50023

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through July 7, 2023

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	$34,530.00	34%	$11,672.50	$10,715.00	$957.50
Current and Future Transportation Conditions	$54,150.00	64%	$34,452.00	$23,934.50	$10,517.50
Public Engagement and Stakeholder Input	$56,200.00	32%	$17,836.25	$15,320.00	$2,516.25
Goals, Objectives, and Action Steps	$29,750.00	43%	$12,754.00	$12,754.00	0.00
Alternatives Analysis & Prioritization	$49,620.00	0%	0.00	0.00	0.00
Transportation Master Plan	$40,100.00	30%	$12,211.50	$11,686.50	$525.00
Direct Costs	$5,050.00	6%	$292.79	$273.14	$19.65
Total	**$269,400.00**		**$89,219.04**	**$74,683.14**	**$14,535.90**

Total Amount Due Upon Receipt : $14,535.90

Email invoice to: lhart@ankenyiowa.gov

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of $4,207.50 to Kirkham Michael and Associates, for engineering services on the Westwinds Storm Sewer Extension Project - SW Westwinds Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: ~~July 17~~ August 7, 2023 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: April 29, 2023 Through: June 23, 2023

Contract Summary

Original Contract Amount:	$ 44,080.00			
Net change by Change Orders:	$ 15,444.52			
Contract Amount to Date: (line 1 ± 2)		$ 59,524.52		
Total completed and stored to date:	$ 44,822.83			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ -		
Less previous applications for payment:		$ 40,615.33		
SUBTOTAL			$	4,207.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	4,207.50
Balance to finish, including retainage:		$ 14,701.69		
Contract Time Remaining (If applicable)	-	#		

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Kirkham Michael & Associates

Firm Name

Signature July 7, 2023

Date

City of Ankeny Staff Approval:

Becky Ford 07/25/2023

Signature Date

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

Date Printed: 7/7/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	$ 4,768.86
2	September 20, 2021	$ 3,132.50
3	October 18, 2021	$ 2,302.36
4	December 6, 2021	$ 1,220.00
5	December 20, 2021	$ 5,312.62
6	June 6, 2022	$ 18,496.57
7	September 6, 2022	$ 1,934.52
8	April 17, 2023	$ 2,240.40
9	June 5, 2023	$ 1,207.50
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 40,615.33

Record of Change Orders

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CHANGE ORDER TOTAL = $ -

#REF!

Contract Time Remaining

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

Date Printed: 7/7/2023

KIRKHAM MICHAEL

Iowa • Kansas • Nebraska

www.kirkham.com

July 7, 2023

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

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

Dear Ms. Ford,

Submitted herewith are invoices 93893, for work conducted on this project from April 29, 2023 to June 23, 2023

During this period we have completed the following work:

- Submittal of Final Plans and specifications for letting
- Coordination with JCG on needed acquisitions.
- Revisions to acquisition easements

Anticipated work to be completed during the next period:

- Project letting tasks
- Coordination with JCG on needed acquisitions.

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

Sincerely yours,
KIRKHAM MICHAEL

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

11021 Aurora Avenue • Des Moines, IA 50322 • (515) 270-0848 • FAX (515) 270-1067

KIRKHAM MICHAEL

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

INVOICE

Invoice Number: 93893
Date: July 07, 2023
Project Number: 2105620

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

Ankeny Westwinds Storm Sewer Ext SW West

For Professional Services Rendered Through: June 23, 2023

Maximum Allowable	$59,524.52
Previously Billed	$40,615.33
Current Invoice Amount	**$4,207.50**
Remaining Contract	$14,701.69

Professional Services

	Hours	Rate	Amount	
Marsh, Chad W - Licensed Surveyor	1.50	245.00	$367.50	
Smith, Benjamin S - Associate Engineer	24.00	160.00	$3,840.00	
	25.50			**$4,207.50**

Invoice Total **$4,207.50**

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #6 in the amount of $2,240.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #6

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: Uptown Parking Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 975.3975.4210 **Finance Project #** 975.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: 07/18/2022 **Vendor #** 6447

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 6
PAYMENT PERIOD: From: 6/18/2023 Through: 7/22/2023

Contract Summary

Original Contract Amount:	$ 41,710.00		
Net change by Change Orders:	$ 56,800.00		
Contract Amount to Date: (line 1 ± 2)		$ 98,510.00	
Total completed and stored to date:	$ 88,910.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 88,910.00	
Less previous applications for payment:		$ 86,670.00	
SUBTOTAL			$ 2,240.00
OTHER CHARGES (Attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,240.00
Balance to finish, including retainage:		$ 9,600.00	
Contract Time Remaining (If applicable)	- Working Days		

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Nichole Jungren 07/27/2023
Signature Date

City of Ankeny Staff Approval:

Amy Quartell 7/28/2023
Signature Date

Submit to: *Leslie Hart, Traffic Engineering Manager*
E-mail: ~~LHart@ankenyiowa.gov~~ aquartell@ankenyiowa.gov *Phone:* *(515) ~~963-3548~~* 965-6448 *Fax:* *(515) 963-3535*

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 3, 2023	$ 26,710.00
2	March 1, 2023	$ 6,550.00
3	May 1, 2023	$ 30,275.00
4	June 5, 2023	$ 14,875.00
5	July 3, 2023	$ 8,260.00
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Previous Applications for Payment

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TOTAL **$ 86,670.00**

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	$ 47,200.00
2	August 7, 2023	$ 9,600.00
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TOTAL **$ 56,800.00**

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:	-

Date Printed: 7/27/2023

1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

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

www.msa-ps.com

July 27, 2023

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

Re: Uptown Parking Improvements
Project # 09085056

Dear Ms. Hart:

Please find attached the Engineering Invoice #5 for work completed between June 18, 2023 and July 22, 2023. Please refer to the attached Project Update for a summary of the work completed to date. Caliber Concrete was selected as the contractor for this project and has until September 5th to start construction.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

Nichole Sungren

Nichole Sungren, P.E.
Project Manager

nes
Enc.

PROJECT UPDATE

CONTACT INFORMATION:

Nichole Sungren

Phone: (515) 964-1920

nsungren@msa-ps.com

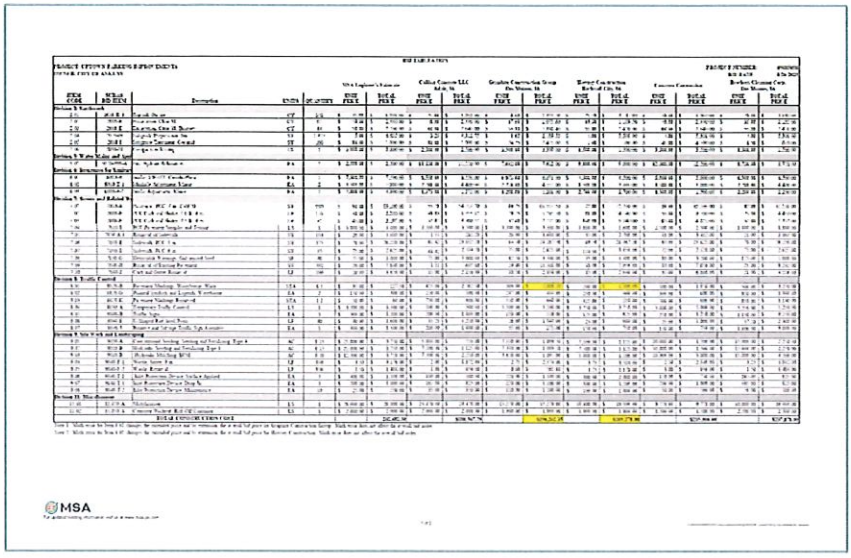
DATE:

July 27, 2023

PROJECT NUMBER:

City of Ankeny:
STR-21-006

MSA:
09085056



TASK 1: SURVEY/MAPPING

Task 1: 100% Complete

This task is complete.

TASK 2: CONCEPTUAL DESIGN

Task 2: 100% Complete

This task is complete.

TASK 3: PRELIMINARY DESIGN

Task 3: 100% Complete

This task is complete.

TASK 4: FINAL DESIGN

Task 4: 100% Complete

This task is complete.

TASK 5: COMPETITIVE QUOTATION

Task 5: 100% Complete

This task is complete.

TASK 6: PROJECT ADMINISTRATION

Task 6: 100% Complete

This task is complete.

TASK 7: ADDITIONAL PRELIMINARY DESIGN

Task 7: 100% Complete

This task is complete.

TASK 8: ADDITIONAL FINAL DESIGN

Task 8: 70% Complete

This task is complete.

TASK 9: BIDDING

Task 9: 100% Complete

This task is complete.

MSA™

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

INVOICE

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

For questions, contact: (800) 362-4505

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

July 28, 2023
Invoice No: R09085056.0 - 6

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

AMOUNT DUE THIS INVOICE: $2,240.00

Project R09085056.0 Ankeny 2022 Uptown Parking Improvements

Professional Services from June 18, 2023 to July 22, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	6,200.00	100.00	6,200.00	6,200.00	0.00
Conceptual Design	11,460.00	100.00	11,460.00	11,460.00	0.00
Preliminary Design	9,050.00	100.00	9,050.00	9,050.00	0.00
Final Design	7,100.00	100.00	7,100.00	7,100.00	0.00
Competitive Quotation	2,900.00	100.00	2,900.00	1,160.00	1,740.00
Project Admin	5,000.00	100.00	5,000.00	4,500.00	500.00
Addt'l Preliminary Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Addt'l Final Design	18,000.00	100.00	18,000.00	18,000.00	0.00
Bidding	700.00	100.00	700.00	700.00	0.00
Total Fee	88,910.00		88,910.00	86,670.00	2,240.00

Total Fee **2,240.00**

AMOUNT DUE THIS INVOICE: $2,240.00

For ACH notification, remit to:
ach@msa-ps.com
Account Number: 101065930 Routing Number: 075901590
Bank Information: Baraboo State Bank, 101 3rd Ave., PO Box 50., Baraboo, WI 53913, (608) 356-7703

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.
We are proud to be a 100% employee-owned firm.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #1 in the amount of $18,970.00 to Nilles Associates, Inc. for engineering services on the Midway Park project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: SW Des Moines Street Parks Phase 2
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA
Finance Budget Code: 897.2897.420 **Finance Project #:** 897.2897
Vendor Project #: 22220 **Purchase Order #:**
Original Contract Date: January 17, 2023 **Vendor Account #:** 3164

Date of Council Meeting: August 7, 2023 **Payment Application #:** 1

Payment Period: From: January 18, 2023 Through: May 31, 2023

Contract Summary:

Original Contract Amount:	$ 26,000.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 26,000.00		
Total Completed and Stored to Date:	$ 18,970.00			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 18,970.00		
Less Previous Applications for Payment:		$ -		
SUBTOTAL:			$	18,970.00
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**18,970.00**
Balance to Finish, Including Retainage:		$ 7,030.00		
Contract Time Remaining:	- Working Days			

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

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

Signature 7/17/2023
Date

City of Ankeny Staff Approval:

Signature 7/19/23
Date

Submit to: Nick Lenox, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023
E-mail: Nlenox@Ankenyiowa.gov Phone Number: (515) 963-3576

Date Printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ -

Record of Change Orders:

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

Date Printed: 7/17/2023

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

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

Invoice Date: 6/10/2023
Billing Period 01/18/23-05/31/23

Invoice No: 22220.01
Project No: 22220

Project: SW Des Moines Street Parks Phase 2

Basic Services:	**Hours**	**Rate**	**Amount**	**Current**
Engineer V	11.0	$162.00	$1,782.00	
Landscape Architect III	125.0	$122.00	$15,250.00	
Land Surveyor IV	1.0	$154.00	$154.00	
Engineering Technician VIII	0.5	$148.00	$74.00	
Land Surveying Technician VIII	7.5	$148.00	$1,110.00	
Land Surveying Technician IV	6.0	$100.00	$600.00	
		Subtotal:	$18,970.00	**$18,970.00**
		Previous Invoices:	$0.00	
		Total to Date:	$18,970.00	

Contract Amount: $ 26,000.00
Amount Remaining: $ 7,030.00

Total Due this Invoice: $18,970.00

Thank You for Your Business

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #2 in the amount of $33,528.50 to Nilles Associates, Inc. for engineering services on the Rally Complex project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: SW Prairie Trail Parkway Complex
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA
Finance Budget Code: 897.7897.4210 **Finance Project #:** 897.7897
Vendor Project #: 22190 **Purchase Order #:**
Original Contract Date: February 6, 2023 **Vendor Account #:** 3164

Date of Council Meeting: August 7, 2023 **Payment Application #:** 2

Payment Period: From: April 1, 2023 Through: May 31, 2023

Contract Summary:

Original Contract Amount:	$ 85,000.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 85,000.00		
Total Completed and Stored to Date:	$ 72,569.50			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 72,569.50		
Less Previous Applications for Payment:		$ 39,041.00		
SUBTOTAL:			$	33,528.50
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**33,528.50**
Balance to Finish, Including Retainage:		$ 12,430.50		
Contract Time Remaining:	- Working Days			

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

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

Signature 7/17/2023
Date

City of Ankeny Staff Approval:

Signature 7/19/23
Date

Submit to: Nick Lenox, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023
E-mail: Nlenox@Ankenyiowa.gov Phone Number: (515) 963-3576

Date Printed: 7/17/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 1, 2023	$ 39,041.00
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Previous Applications for Payment:

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PREVIOUS PAY APPS TOTAL = $ 39,041.00

Record of Change Orders:

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

Date Printed: 7/17/2023

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
NILLES ASSOCIATES

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

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

Invoice Date: 6/10/2023
Billing Period 04/01/23-05/31/23

Invoice No: 22190.02
Project No: 22190

Project: SW Prairie Trail Parkway Complex
Rally Complex

Basic Services:	**Hours**	**Rate**	**Amount**	**Current**
Engineer VI	37.0	$178.00	$6,586.00	
Engineer III	6.0	$130.00	$780.00	
Landscape Architect III	191.0	$122.00	$23,302.00	
Project Manager	8.5	$137.00	$1,164.50	
Engineering Technician VII	0.5	$136.00	$68.00	
Land Surveying Technician VII	4.0	$136.00	$544.00	
Land Surveying Technician III	8.0	$88.00	$704.00	
Land Surveying Technician II	5.0	$76.00	$380.00	
		Subtotal:	$33,528.50	**$33,528.50**
		Previous Invoices:	$39,041.00	
		Total to Date:	$72,569.50	

Contract Amount: $ 85,000.00
Amount Remaining: $ 12,430.50

Total Due this Invoice: $33,528.50

Thank You for Your Business

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $40,385.00 to Nilles Associates, Inc., for engineering services on the NE Crestmoor Sanitary Sewer Replacement project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title: NE Crestmoor Sanitary Sewer Replacement
Contractor: Nilles Associates, Inc.
Address: 1933 SW Magazine Road, Ankeny, IA 50023
Finance Budget Code: 656.3656.4210 **Finance Project Code:** 656.4210
Vendor Project or Invoice #: 22017.04 **PO #**
Original Contract Date: March 21, 2022 **Vendor #** 3164

Date of Council Meeting August 7, 2023 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 05/01/23 through: 06/30/23

Contract Summary

Original Contract Amount:	$ 37,700.00		
Net change by Change Orders:	$ 85,440.00		
Contract Amount to Date: (line 1 ± 2)		$ 123,140.00	
Total completed and stored to date:	$ 85,462.50		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 85,462.50	
Less previous applications for payment:		$ 45,077.50	
SUBTOTAL			$ 40,385.00
OTHER CHARGES (Please attach an itemized list)			
CURRENT PAYMENT DUE			$ 40,385.00
Balance to finish, including retainage:		$ 37,677.50	
Contract Time Remaining (If applicable)	-		

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

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

Signature 7/21/2023
Date

City of Ankeny Staff Approval

Signature 7/21/23
Date

Submit to: Don Clark, 220 West 1st Street, Ankeny, Iowa 50023
Email: DClark@Ankenylowa.gov *Phone:* 515-963-3529 *Fax:*

Date Printed: 7/21/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	9/6/2022	$ 16,997.50
2	12/19/2022	$ 17,240.00
3	6/5/2023	$ 10,840.00
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TOTAL $ 45,077.50

Record of Change Orders

#	Date	Amount
1	2/6/2023	$ 85,440.00
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TOTAL		$ 85,440.00

Contract Time Remaining:

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

Date Printed: 7/21/2023

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
NILLES ASSOCIATES

1933 SW Magazine Road
Ankeny, IA 50023
(515) 965-0123 office / (515) 965-3322 fax
nillesinc.com

INVOICE

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

Invoice Date: 7/10/2023
Billing Period 05/01/23-06/30/23

Invoice No: 22017.04
Project No: 22017

Project: NE Crestmoor Sanitary Sewer Replacement

Basic Services:	**Hours**	**Rate**	**Amount**	**Current**
Engineer VII	45.5	$140.00	$6,370.00	
Engineer IV	7.0	$105.00	$735.00	
Engineer I	36.5	$75.00	$2,737.50	
Land Surveyor VI	42.5	$125.00	$5,312.50	
Technician VI	83.5	$95.00	$7,932.50	
Technician V	203.5	$85.00	$17,297.50	
		Subtotal:	$40,385.00	**$40,385.00**
		Previous Invoices:	$45,077.50	
		Total to Date:	$85,462.50	

Contract Amount: $ 123,140.00
Amount Remaining: $ 37,677.50

Total Due this Invoice: $40,385.00

Thank You for Your Business

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #2 in the amount of $30,000.00 to Romtech Companies for construction services on the restroom facility at the Midway Park.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title:	MIDWAY PARK RESTROOM CONSTRUCTION		
Contractor:	ROMTEC COMPANIES		
Address:	18240 N. BANK RD, ROSEBURG, OR, 97470		
Finance Budget Code:	897.2897.4408	**Finance Project #:**	897.2897
Vendor Project #:	NA	**Purchase Order #:**	NA
Original Contract Date:	May 18, 2023	**Vendor Account #:**	6802

Date of Council Meeting: August 7, 2023 **Payment Application #:** 2

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

Contract Summary:

Original Contract Amount:	$ 279,370.78		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 279,370.78	
Total Completed and Stored to Date:	$ 70,000.00		
Retainage: 0 % of Completed Work:	$ -		
Total Earned Less Retainage:		$ 70,000.00	
Less Previous Applications for Payment:		$ 40,000.00	
SUBTOTAL:			$ 30,000.00
OTHER CHARGES:			$ -
CURRENT PAYMENT DUE:			**$ 30,000.00**
Balance to Finish, Including Retainage:		$ 209,370.78	
Contract Time Remaining:	- Working Days		

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

Construction Contractor Approval: ROMTEC COMPANIES (Firm Name)

Signature — Date: 7/27/23

Engineer / Consultant Approval:

Firm Name

Signature — Date

City of Ankeny Staff Approval:

Signature — Date: 7/27/23

Submit to: NICK LENOX

E-mail: NLENOX@ANKENYIOWA.GOV Phone Number: 515-963-3576

Date Printed: 7/27/2023

ROMTEC

Invoice

#INV1139

7/27/2023

Romtec Companies (541) 496-3541
18240 N. Bank Rd
Roseburg OR 97470
United States

Bill To

City of Ankeny
410 W 1st St
Ankeny IA 50023-1557
United States

Ship To

City of Ankeny
1500 Sw Des Moines St
Ankeny IA 50023
United States

TOTAL

$30,000.00

Due Date: 8/31/2023

Terms	Due Date	MFG Project	Customer PO #	Contract #
30 - Net 30	8/31/2023	City of Ankeny : 20178		

Quantity	Item	Rate	Amount
	/C : Midway Park (IA) project.		
1	**Supply** : Invoicing 50% of the Manufacturing at Romtec facility.	$30,000.00	$30,000.00

Subtotal	**$30,000.00**
Discount	
Tax Total (0%)	**$0.00**
Total	**$30,000.00**

Questions call @ 541-496-4752 or email AccountsReceivable@Romtec.com
SERVICE CHARGES: 1.25% PER MONTH ON PAST DUE ACCOUNTS. 15% per Annum.
Goods returned without authorization will not be accepted for credit.
Return goods subject to restocking charge.

Retention:

Romtec - Midway Park (Formerly Des Moines St. Park)(IA) - Schedule of Values - Monthly Billing

City of Ankeny
Attn: Nick Lenox
410 W. First Street
Ankeny IA, 50023

Job# 20178 Tax-Exempt

Application No: 1139
Application Date: 7/27/2023
Period To: 7/31/2023

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS	E WORK COMPLETED THIS PERIOD	G TOTAL COMPLETED	G % (G/C)	H BALANCE TO
	Restroom						
001	Delivery of Design Submittal (SSDS)	$ 40,000.00	$ 40,000.00		$ 40,000.00	100%	$ -
002	Manufacturing at Romtec facilities (monthly progress)	$ 60,000.00		$ 30,000.00	$ 30,000.00	50%	$ 30,000.00
003	Ready to Ship (manufacturing and packaging complete)	$ 13,222.22			$ -	0%	$ 13,222.22
005	Freight	$ 9,612.00			$ -	0%	$ 9,612.00
006	Installation - Site Work & Rough-in Plumbing & Electrical	$ 20,000.00			$ -	0%	$ 20,000.00
007	Installation - Foundation & Slab	$ 30,000.00			$ -	0%	$ 30,000.00
008	Installation - Erection of Walls	$ 50,000.00			$ -	0%	$ 50,000.00
009	Installation - Roof System	$ 30,000.00			$ -	0%	$ 30,000.00
010	Installation - Top Out Plumbing & Electrical	$ 15,000.00			$ -	0%	$ 15,000.00
011	Installation - Finishes & Accessorels.	$ 11,536.56			$ -	0%	$ 11,536.56
					$ -		$ -
	GRAND TOTALS	**$ 279,370.78**	**$ 40,000.00**	**$ 30,000.00**	**$ 70,000.00**	**150%**	**$ 209,370.78**

Notes:

- This standard Schedule of Values is contingent upon an approved customer credit application.
- Romtec will invoice monthly for work completed related to all payment milestones above.
- All payments are due NET 30 of invoice date.
- Romtec does not accept partial payments nor any offsets/retainage.
- Payment obligations are not contingent upon customer receipt of payment from any external entity nor per the terms of any external agreement.
- Any failure to meet payment obligations may void these terms and grants Romtec the right to require new terms, including the right to require prepayment of all remaining milestones.
- At the time the customer formally authorizes Romtec to proceed with production and delivery, Romtec will confirm the delivery date with the customer. Note that Romtec does NOT have capacity for long term storage of completed goods, and the customer must accept delivery no later than the agreed date. If necessary, the customer must arrange for storage of delivered goods at a different location. Regardless of any customer caused delay of delivery, Romtec will invoice for completed goods that are ready to ship.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #32 in the amount of $258.50 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title: Ankeny Senior Community Center
Contractor: Shive-Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 ***Finance Project #*** 905.421
Vendor Project or Invoice #: 4185992-34 ***PO #***
Original Contract Date: October 28, 2019 ***Vendor #*** 8471

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 32
PAYMENT PERIOD: From: June 10, 2023 Through: July 21, 2023

Contract Summary

Original Contract Amount:	$ 601,000.00			
Net change by Change Orders:	$ 159,700.00			
Contract Amount to Date: (line 1 ± 2)		$ 760,700.00		
Total completed and stored to date:	$ 752,055.42			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 752,055.42		
Less previous applications for payment:		$ 751,796.92		
SUBTOTAL			$	258.50
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	258.50
Balance to finish, including retainage:		$ 8,644.58		
Contract Time Remaining (If applicable)	- Working Days			

172,021

Construction Contractor Approval: Shive-Hattery
Firm Name

Lindsey Mathews — Signature
July 26, 2023 — Date

Engineer / Consultant Approval:
Firm Name

Signature
Date

City of Ankeny Staff Approval:

Mike Schrock — Signature
08/01/2023 — Date

Submit to: Mike Schrock
E-mail: mschrock@ankenyiowa.gov *Phone:* (515) 965-6426 *Fax:* (515) 963-3537

Date Printed: 7/26/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	$ 11,360.31
2	January 6, 2020	$ 102,092.10
3	Feburary 4, 2020	$ 56,760.84
4	March 13, 2020	$ 156,169.56
5	May 8, 2020	$ 143,061.64
6	June 19,2020	$ 29,757.40
7	September 17, 2020	$ 8,679.20
8	October 16, 2020	$ 40,268.17
9	November 13, 2020	$ 20,723.00
10	January 15,2021	$ 8,665.00
11	February 12, 2021	$ 19,300.00
12	March 12, 2021	$ 15,362.73
13	April 23, 2021	$ 4,496.35
14	June 25, 2021	$ 19,246.07
15	July 30, 2021	$ 8,269.18
16	September 17, 2021	$ 19,013.19
17	October 15, 2021	$ 35,971.80
18	November 12,2021	$ 10,077.64
19	December 5, 2021	$ 3,003.33
20	January 14, 2022	$ 9,293.28
21	Feburary 11, 2022	$ 2,275.40
22	March 11, 2022	$ 3,334.30
23	April 22,2022	$ 4,974.40
24	May 26, 2022	$ 2,347.80
25	August 2, 2022	$ 6,197.31
26	October 7, 2022	$ 4,255.40
27	November 11,2021	$ 960.70
28	January 27,2023	$ 3,812.51
29	March 21, 2023	$ 750.10
30	May 17, 2023	$ 499.50
31	June 16,2023	$ 818.71
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 751,796.92

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	$ 24,000.00
2	Parking Lot & Storm	$ 16,400.00
3	Amendment #3	$ 28,900.00
4	Amendment #4	$ 19,900.00
5	Amendment #5	$ 20,000.00
6	Amendment #6	$ 10,500.00
7	Amendment #7	$ 5,000.00
8	Amendmenty #8	$ 15,000.00
9	Amendment #9	$ 10,000.00
10	Amendment #10	$ 10,000.00
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CHANGE ORDER TOTAL = $ 159,700.00

Contract Time Remaining

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

Date Printed: 7/26/2023

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

INVOICE

Shive-Hattery | PO Box 1599 | Cedar Rapids, IA 52406-1599 | 319.362.0313 | shive-hattery.com

July 26, 2023
Invoice No: 4185992 - 34

Mike Schrock
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services
Services provided through July 21, 2023:

Phase 02 Base Contract

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	113,400.00	100.00	113,400.00	113,400.00	0.00
Design Development	113,400.00	100.00	113,400.00	113,400.00	0.00
Construction Documents	198,450.00	100.00	198,450.00	198,450.00	0.00
Bid	28,350.00	100.00	28,350.00	28,350.00	0.00
Construction Administration	113,400.00	100.00	113,400.00	113,400.00	0.00
Amend. #1 Geothermal Wells	24,000.00	100.00	24,000.00	24,000.00	0.00
Amend. #2 Parking Lot & Storm	14,900.00	100.00	14,900.00	14,900.00	0.00
Reimbursables	16,500.00	100.00	16,500.00	16,500.00	0.00
M/E Commissioning	19,000.00	100.00	19,000.00	19,000.00	0.00
Amend. #3 BECx Commissioning	28,900.00	100.00	28,900.00	28,900.00	0.00
Amend. #4 FF&E Design	19,900.00	100.00	19,900.00	19,900.00	0.00
Amend. #5 Parking Lot Replacement	20,000.00	100.00	20,000.00	20,000.00	0.00
Amend. #6 Paving Observation	10,500.00	100.00	10,500.00	10,500.00	0.00
Amend. #7 Floor Plan Changes	5,000.00	100.00	5,000.00	5,000.00	0.00
Amend #8 Add CA Services (Hrly)	15,000.00	100.00	15,000.00	15,000.00	0.00
Amend #9 Add CA Services (Hrly)	10,000.00	100.00	10,000.00	10,000.00	0.00
Amend #10 Add CA Serv (Hrly)	10,000.00	13.5542	1,355.42	1,096.92	258.50
Total Fee	760,700.00		752,055.42	751,796.92	258.50
	Total Fee				**258.50**
				Total this Phase	**$258.50**
			AMOUNT DUE THIS INVOICE		**$258.50**

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Project 4185992 City of Ankeny - Senior Community Center

Billing Backup

Shive-Hattery, Inc.

Phase 73 C-Admin - Amend-10 Add Services

			Hours	Rate	Total	
Grade 6 Professional Staff						
000566	Hinds, Ronald	6/27/2023	.30	185.00	55.50	
000566	Hinds, Ronald	7/5/2023	.50	185.00	92.50	
Grade 8 Professional Staff						
000347	Wehr, Todd	6/29/2023	.50	221.00	110.50	
	Totals		1.30		258.50	
	Total Labor					**258.50**

Total this Phase **$258.50**

Total this Report **$258.50**

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of $32,533.25 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	S Ankeny Blvd Transmission Main		
Contractor:	Short Elliott Hendrickson Inc.		
Address:	PO Box 64780, St. Paul, MN 55164-0780		
Finance Budget Code:	633.3633.4210	***Finance Project #***	633.4210
Vendor Project or Invoice #:	ANKMU 165980	***PO #***	
Original Contract Date:	February 7, 2022	***Vendor #***	011405

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 12

PAYMENT PERIOD: From: June 1, 2023 Through: June 30, 2023

Contract Summary

Original Contract Amount:	$ 216,800.00			
Net change by Change Orders:	$ 222,600.00			
Contract Amount to Date: (line 1 ± 2)		$ 439,400.00		
Total completed and stored to date:	$ 261,046.47			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 261,046.47		
Less previous applications for payment:		$ 228,513.22		
SUBTOTAL			$	32,533.25
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	32,533.25
Balance to finish, including retainage:		$ 178,353.53		
Contract Time Remaining (If applicable)	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Firm Name

Katrina L Kinsey July 13, 2023

Signature Date

City of Ankeny Staff Approval:

Donald Clark 7-17-23

Signature Date

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

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

Date Printed: 7/13/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	$ 107,390.36
2	October 3, 2022	$ 13,894.08
3	November 7, 2022	$ 24,938.29
4	November 27, 2022	$ 21,603.75
5	January 3, 2023	$ 20,653.82
6	February 6, 2023	$ 5,787.29
7	February 20, 2023	$ 1,671.99
8	March 20, 2023	$ 4,447.44
9	May 1, 2023	$ 6,876.96
10	June 5, 2023	$ 12,090.52
11	July 7, 2023	$ 9,158.72
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Previous Applications for Payment

No.	Date	Amount
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TOTAL **$ 228,513.22**

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	$ 222,600.00
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TOTAL **$ 222,600.00**

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 7, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	-
Time Used to Date:	
Contract Time Remaining:	-

Date Printed: 7/13/2023

Invoice

Invoice Number: **449257**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

BILL TO:
Don Clark City of Ankeny Municipal Utilities 1210 NW Prairie Ridge Drive Ankeny IA 50023
REMIT PAYMENT TO:
Short Elliott Hendrickson, Inc. **PO Box 64780** **Saint Paul, MN 55164-0780**

Pay This Amount	**$32,533.25**
Due Date	11-AUG-23
Invoice Date	12-JUL-23
Bill Through Date	30-JUN-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:

CC:

dclark@ankenyiowa.gov

Task: 3.0 - Final Design

Direct

Personnel	Hours	Amount	
Staff Engineer	62.00	$6,815.19	
	62.00		**$6,815.19**

Reimbursed - Expenses

Expenditure Type	Amount	
Mileage	$179.40	
		$179.40

Task: 3.0 Total: $6,994.59

Task: 5.0 - Construction Administration

Task: 5.0 - Construction Administration

Direct

Personnel	Hours	Amount	
Senior Project Engineer	28.00	$5,755.06	
Senior Admin Assistant	0.25	$30.18	
Staff Engineer	8.00	$894.21	
	36.25		**$6,679.45**

Reimbursed - Expenses

Expenditure Type	Amount	
Mileage	$42.90	
		$42.90

Task: 5.0 Total: $6,722.35

Task: 6.0 - Construction Observation

Direct

Personnel	Hours	Amount	
Project Representative	40.00	$4,352.00	
Survey Crew Chief	1.50	$174.62	
Senior Project Engineer	17.50	$3,596.90	
Staff Engineer	60.50	$6,892.38	
Intern	2.00	$128.00	
	121.50		**$15,143.90**

Reimbursed - Expenses

Expenditure Type	Amount	
Travel / Lodging	$64.00	
Mileage	$342.55	
		$406.55

Task: 6.0 Total: $15,550.45

Task: 7.0 - Construction Survey

Direct

Personnel	Hours	Amount	
Project Representative	5.00	$544.00	
Licensed Land Surveyor	1.00	$159.01	
Survey Crew Chief	16.00	$1,862.65	
	22.00		**$2,565.66**

Reimbursed - Expenses

Expenditure Type	Amount
Travel / Lodging	$48.00
Mileage	$93.60
Equip - Survey and GPS - GPS - Srv Grade (Hr)	$490.00

Invoice

Invoice Number: **449257**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 7.0 - Construction Survey

Reimbursed - Expenses

Expenditure Type	Amount
Equip - Vehicles - Survey Vehicle (Hr)	$68.60
	$700.20

Task: 7.0 Total: $3,265.86

Invoice total **$32,533.25**

Project Billing Summary

	Current Amount Due	Previously Invoiced	Cumulative
Totals	**$32,533.25**	$228,513.22	$261,046.47

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #30 in the amount of $6,805.75 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #30

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 **Finance Project Code:** 938.4210
Vendor Project or Invoice #: 120.0274.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 8/7/2023 **PAYMENT REQUEST #** 30
PAYMENT PERIOD: From: 06/19/23 through: 07/23/23

Contract Summary

Original Contract Amount:	$ 154,900.00			
Net change by Change Orders: Amd #1/Amd #2 #3	$ 390,020.00			
Contract Amount to Date: (line 1 ± 2)		$ 544,920.00		
Total completed and stored to date:	$ 540,225.22			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 540,225.22		
Less previous applications for payment:		$ 533,419.47		
SUBTOTAL			$	6,805.75
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	6,805.75
Balance to finish, including retainage:		$ 4,694.78		
Contract Time Remaining (If applicable)	-			

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
P.P. John W. Haberichter 07/27/23
Signature Date

City of Ankeny Staff Approval
Signature 7/27/2023
Date

Submit to: Jim Haberichter
Email: jhaberichter@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:*

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	$ 9,986.63
2	4/23/2020	$ 9,165.66
3	5/21/2020	$ 12,496.11
4	6/25/2020	$ 9,343.00
5	7/21/2020	$ 35,972.88
6	8/26/2020	$ 29,571.50
7	9/24/2020	$ 23,112.50
8	11/20/2020	$ 34,894.95
9	12/22/2020	$ 21,011.25
10	1/21/2021	$ 32,818.25
11	2/17/2021	$ 69,642.05
12	7/23/2021	$ 8,505.22
13	8/25/2021	$ 12,499.45
14	9/21/2021	$ 15,589.13
15	10/20/2021	$ 18,875.84
16	11/23/2021	$ 18,234.59
17	12/22/2021	$ 26,047.76
18	1/25/2022	$ 22,485.13
19	2/24/2022	$ 13,664.68
20	3/24/2022	$ 10,160.87
21	4/20/2022	$ 13,365.11
22	5/24/2022	$ 19,841.08
23	6/22/2022	$ 20,377.48
24	7/21/2022	$ 18,475.70
25	8/24/2022	$ 12,963.77
26	9/22/2022	$ 6,297.63
27	10/26/2022	$ 1,622.75
28	1/25/2023	$ 5,168.00
29	6/21/2023	$ 1,230.50
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TOTAL $ 533,419.47

Record of Change Orders

#	Date	Amount
1	11/16/2020	$ 133,120.00
2	7/19/2021	$ 245,400.00
3	7/17/2023	$ 11,500.00
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	TOTAL	$ 390,020.00

Contract Time Remaining:

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

Date Printed: 7/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 30

Finance Budget Code 938.2938.4210
Finance Project Code 938.4210 Vendor 990

Email

Project **120.0274.01** **High Trestle Trail Ext Magazine Rd to Oralabor Rd**

Professional Services through July 23, 2023

Orig Contract $154,900
Amendment 1 $133,120
Amendment 2 $245,400

Prelim Services

			Phase Subtotal	**0.00**

	Total	**Prior**	**Current**
Billings to Date	**22,375.58**	**22,375.58**	**0.00**

Basic Services

			Phase Subtotal	**0.00**

	Total	**Prior**	**Current**
Billings to Date	**238,360.32**	**238,360.32**	**0.00**

Construction Services

	Hours	**Rate**	**Amount**	
Sr. Engineer	27.00	190.00	5,130.00	
Project Manager VI	1.00	157.00	157.00	
Engineer IV	1.00	136.00	136.00	
Engineer III	8.25	124.00	1,023.00	
Lead Technician	2.50	133.00	332.50	
Technician VII	.25	109.00	27.25	
Total Services	40.00		6,805.75	
Total Services				**6,805.75**
			Phase Subtotal	**$6,805.75**

	Total	**Prior**	**Current**
Billings to Date	**241,745.22**	**234,939.47**	**6,805.75**

Outside SubConsultant Services

			Phase Subtotal	**0.00**

	Total	**Prior**	**Current**
Billings to Date	**31,576.00**	**31,576.00**	**0.00**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

July 25, 2023

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR ROAD
PROGRESS REPORT NO. 30
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the thirtieth progress report for the above-referenced project and covers work through July 23, 2023. Work through this period includes project closeout documentation, DocExpress documentation, Iowa DOT audit coordination, preparation of final forms packet, preparation of final pay estimate, and project management. Work anticipated in the next month includes project closeout and final reimbursements.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 7, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. John W. Haberichter

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #29 in the amount of $20,447.16 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #29

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny

Project Title: HTT Transmission Main and Drainage Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 629.3629.4210 *Finance Project Code:* 629.4210
Finance Budget Code: 688.3688.4210 *Finance Project Code:* 688.4210
Vendor Project or Invoice #: 120.1113.01 *PO #*
Original Contract Date: January 4, 2021 *Vendor #* 990

Date of Council Meeting 8/7/2023 **PAYMENT REQUEST #** 29
PAYMENT PERIOD: From: 06/19/23 through: 07/23/23

Contract Summary

Original Contract Amount:	$ 103,800.00			
Net change by Change Orders: Amd #1/2	$ 598,900.00			
Contract Amount to Date: (line 1 ± 2)		$ 702,700.00		
Total completed and stored to date:	$ 484,919.99			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 484,919.99		
Less previous applications for payment:		$ 464,472.83		
SUBTOTAL			$	20,447.16
OTHER CHARGES (Please attach an itemized list)			$	-
Current Payment Due - Division 1 (629.4210)			$	20,447.16
Current Payment Due - Division 2 (688.4210)				
CURRENT PAYMENT DUE			$	20,447.16
Balance to finish, including retainage:		$ 217,780.01		
Contract Time Remaining (If applicable)	-			

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
P.P. John W. Haldeman
Signature Date 7/27/23

City of Ankeny Staff Approval Donald Clark
Signature Date 7/27/23

Submit to: Don Clark
Email: dclark@ankenyiowa.gov *Phone:* 515-963-3529 *Fax:*

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/23/2021	$ 47,394.98
2	4/22/2021	$ 14,665.92
3	5/26/2021	$ 16,258.50
4	6/24/2021	$ 4,639.50
5	7/22/2021	$ 6,659.86
6	8/25/2021	$ 1,525.50
7	9/22/2021	$ 3,837.50
8	10/21/2021	$ 15,215.25
9	11/23/2021	$ 24,875.92
10	12/21/2021	$ 15,796.50
11	1/26/2022	$ 16,200.50
12	2/24/2022	$ 14,679.78
13	3/24/2022	$ 17,788.50
14	4/20/2022	$ 12,803.50
15	5/24/2022	$ 29,637.85
16	6/23/2022	$ 25,728.81
17	7/20/2022	$ 18,544.85
18	8/25/2022	$ 22,644.25
19	9/21/2022	$ 15,138.00
20	10/26/2022	$ 9,243.47
21	11/23/2022	$ 12,849.25
22	12/21/2022	$ 11,784.50
23	1/26/2023	$ 13,247.02
24	2/23/2023	$ 5,183.49
25	3/23/2023	$ 22,707.12
26	4/18/2023	$ 19,862.85
27	5/25/2023	$ 26,947.70
28	6/22/2023	$ 18,611.96
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TOTAL $ 464,472.83

Record of Change Orders

#	Date	Amount
1	9/7/2021	$ 158,200.00
2	12/6/2021	$ 185,400.00
3	11/21/2022	$ 255,300.00
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	TOTAL	$ 598,900.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 7/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 29

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project **120.1113.01** **Ankeny HTT Water Main & Drainage Improvements**

Professional Services through July 23, 2023

Prelim Services

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**95,183.76**	**95,183.76**	**0.00**	

Design Services Amendment 1

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**82,786.50**	**82,786.50**	**0.00**	

Design Services Amendment 2 (Division 1)

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**138,769.18**	**138,769.18**	**0.00**	

Design Services Amendment 2 (Division 2)

			Phase Subtotal	**0.00**
	Total	**Prior**	**Current**	
Billings to Date	**20,792.00**	**20,792.00**	**0.00**	

Construction Services Div 1
Hourly Services

	Hours	**Rate**	**Amount**	
Principal Engineer II	2.00	229.00	458.00	
Sr. Engineer	19.25	198.00	3,811.50	
Lead Technician	.25	138.00	34.50	
Technician VI	1.75	102.00	178.50	
Technician V	168.50	92.00	15,502.00	
Technician II	1.75	69.00	120.75	
Total Services	193.50		20,105.25	
				20,105.25

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Fleet Mileage 341.91

Phase Subtotal **$20,447.16**

	Total	Prior	Current
Billings to Date	**108,521.45**	**88,074.29**	**20,447.16**

Construction Services Div 2

Phase Subtotal **0.00**

	Total	Prior	Current
Billings to Date	**38,867.10**	**38,867.10**	**0.00**

Billing Limits	Current	Prior	To-Date
Total Billings	20,447.16	464,472.83	484,919.99
Limit			702,700.00
Remaining			217,780.01

Amount Due this Invoice **$20,447.16**

	Total	Prior	Current
Billings to Date	**484,919.99**	**464,472.83**	**20,447.16**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 25, 2023

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 29
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the twenty-ninth progress report for the above referenced project and covers work through July 23, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, site meetings, pay applications, construction observation and reporting, and construction review of Division I work completion. This invoice of $20,447.16 represents a completion of about 69% of the $702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 7, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure

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

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #30 in the amount of $21,087.08 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #30

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: N Ankeny Blvd Landscape Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 913.3913.4210 **Finance Project Code:** 913.4210
Vendor Project or Invoice #: 120.0315.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 8/7/2023 **PAYMENT REQUEST #** 30
PAYMENT PERIOD: From: 06/19/23 through: 07/23/23

Contract Summary

Original Contract Amount:	$ 173,400.00		
Net change by Change Orders: Amd #1	$ 56,800.00		
Contract Amount to Date: (line 1 ± 2)		$ 230,200.00	
Total completed and stored to date:	$ 203,172.03		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 203,172.03	
Less previous applications for payment:		$ 182,084.95	
SUBTOTAL			$ 21,087.08
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 21,087.08
Balance to finish, including retainage:		$ 27,027.97	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name
Signature Date

Engineer/Consultant Approval: Snyder & Associates, Inc.
Firm Name
P.P. John W. Haberman
Signature 07/27/23
Date

City of Ankeny Staff Approval
Amy Quartell
Signature 7/27/2023
Date

Submit to: ~~Leslie Hart~~ Amy Quartell
Email: ~~lhart~~aquartell@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:*

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date		Amount
1	3/25/2020		1178.50
2	4/22/2020	$	9,430.16
3	5/21/2020	$	11,583.63
4	6/24/2020	$	8,959.75
5	7/23/2020	$	8,516.65
6	8/27/2020	$	11,199.75
7	9/24/2020	$	25,453.50
8	10/20/2020	$	3,516.20
9	11/19/2020	$	3,959.50
10	1/21/2021	$	1,686.50
11	10/20/2021	$	6,718.00
12	11/23/2021	$	1,600.25
13	12/21/2021	$	4,001.00
14	1/25/2022	$	8,141.50
15	2/24/2022	$	4,194.00
16	3/23/2022	$	1,564.00
17	4/20/2022	$	2,295.50
18	5/26/2022	$	2,233.50
19	8/24/2022	$	3,265.38
20	9/21/2022	$	4,863.63
21	10/25/2022	$	9,953.50
22	11/22/2022	$	3,215.25
23	12/21/2022	$	6,754.50
24	1/25/2023	$	2,129.00
25	2/22/2023	$	1,902.50
26	3/22/2023	$	3,409.75
27	4/18/2023	$	8,694.69
28	5/24/2023	$	8,689.21
29	6/21/2023	$	12,975.65
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TOTAL $ 182,084.95

Record of Change Orders

#	Date		Amount
1	3/21/2022	$	19,900.00
2	4/3/2023	$	36,900.00
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	TOTAL	$	56,800.00

Contract Time Remaining:

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 27, 2023

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 30
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the thirtieth progress report for the above referenced project and covers work through July 23, 2023. Work through this period includes construction administration for the fiber project, construction services for the U-STEP intersection improvements project, and preparing bid documents for the landscaping improvements project at the same 18th Street and N Ankeny Boulevard intersection.

The Contractor has completed the punch list items on the fiber project, and we are waiting for the grass to establish in several areas along the corridor. To expedite the closure / acceptance of this project, and at the City's direction, the Contractor is prepared to submit a letter of understanding to agree to return to reseed these areas this Fall. The Fall Seeding period opens in a few weeks and we recommend and are directing the Contractor to reseed the non-established areas then.

Paving operations are continuing on the N Ankeny Boulevard and 18th Street Intersection Improvements U-STEP Project. The Contractor has completed paving the center median, the north leg, and south leg of the intersection. The Contractor is currently working on paving the NW return / quadrant of the intersection, and then will move to complete the pavement removals and paving of the east side of the intersection. The traffic signal work and setting of the cabinet on the east side of the intersection also needs to be completed.

We have addressed the City's comments on the Check Plans for the N Ankeny Boulevard and 18th Street Intersection Landscaping Improvements Project. We have prepared the bid documents and are currently soliciting quotations from potential contractors. Bids will be received by 10:30 a.m. on August 1, 2023, and we will review these results with you.

We look forward to continuing working for the City and you on these important projects. Should you have any questions on this update, please feel free to contact me. We will attend the August 7, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.
Jordan Stoermer, P.E., Snyder & Associates, Inc.
Andrew Houchin, P.E., Snyder & Associates, Inc.

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 30

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project **120.0315.01** **N. Ankeny Blvd. Landscape Improvements**

Professional Services through July 23, 2023

Basic Services

	Hours	Rate	Amount	
Principal Landscape Architect	5.00	208.00	1,040.00	
Landscape Architect II	16.00	106.00	1,696.00	
Total Services	21.00		2,736.00	
Total Services				**2,736.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,736.00	149,365.17	152,101.17	
Limit			152,100.00	
Adjustment				**-1.17**
			Phase Subtotal	**$2,734.83**

	Total	**Prior**	**Current**
Billings to Date	**152,100.00**	**149,365.17**	**2,734.83**

Construction Services

	Hours	Rate	Amount	
Principal Engineer	.25	220.00	55.00	
Principal Landscape Architect	.50	220.00	110.00	
Principal Engineer	2.25	209.00	470.25	
Engineer VIII	6.00	174.00	1,044.00	
Project Manager VI	1.50	157.00	235.50	
Engineer IV	3.00	136.00	408.00	
Lead Technician	1.75	133.00	232.75	
Technician VII	58.50	109.00	6,376.50	
Technician VI	7.50	98.00	735.00	
Technician II	128.00	66.00	8,448.00	
Administrative II	.25	68.00	17.00	
Total Services	209.50		18,132.00	
Total Services				**18,132.00**

Employee Mileage			103.65	
Total Expenses				**103.65**

Project	120.0315.01	Ank-NAnkBlvdLndscpImpr	Invoice	30

Fleet Mileage

116.60

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	18,352.25	32,719.78	51,072.03
Limit			78,100.00
Remaining			27,027.97

Phase Subtotal **$18,352.25**

	Total	**Prior**	**Current**
Billings to Date	**51,072.03**	**32,719.78**	**18,352.25**

Amount Due this Invoice **$21,087.08**

	Total	**Prior**	**Current**
Billings to Date	**203,172.03**	**182,084.95**	**21,087.08**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of $35,473.32 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #24

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Swinging it all together

Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 8/7/2023 **PAYMENT REQUEST #** 24
PAYMENT PERIOD: From: 06/19/23 through: 07/23/23

Contract Summary

Original Contract Amount:	$ 250,000.00		
Net change by Change Orders: Amd #1&2	$ 1,227,290.00		
Contract Amount to Date: (line 1 ± 2)		$ 1,477,290.00	
Total completed and stored to date:	$ 893,714.99		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 893,714.99	
Less previous applications for payment:		$ 858,241.67	
SUBTOTAL			$ 35,473.32
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 35,473.32
Balance to finish, including retainage:		$ 583,575.01	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

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

P.P. John W. Haldeman 07/27/23
Signature Date

City of Ankeny Staff Approval

Adam Lust 07/27/23
Signature Date

Submit to: Adam Lust
Email: alust@ankenyiowa.gov *Phone:* 515-963-3537 *Fax:* _____

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	$ 30,784.32
2	9/21/2021	$ 3,859.36
3	10/20/2021	$ 13,195.08
4	11/23/2021	$59,301.65
5	12/21/2021	$ 30,772.95
6	1/25/2022	$ 34,225.25
7	2/24/2022	$ 15,226.25
8	3/23/2022	$ 39,734.44
9	4/20/2022	$ 49,219.11
10	5/25/2022	$ 104,345.95
11	6/22/2022	$ 89,753.67
12	7/20/2022	$ 80,936.65
13	8/24/2022	$ 96,981.13
14	9/21/2022	$ 48,325.63
15	10/26/2022	$ 24,744.69
16	11/22/2022	$ 5,433.50
17	12/21/2022	$ 10,748.63
18	1/25/2023	$ 6,328.25
19	2/22/2023	$ 14,823.38
20	3/22/2023	$ 16,026.72
21	4/18/2023	$ 21,058.49
22	5/24/2023	$ 30,346.26
23	6/21/2023	$ 32,070.31
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TOTAL $ 858,241.67

Record of Change Orders

#	Date	Amount
1	4/18/2022	$ 605,490.00
2	1/17/2023	$ 621,800.00
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TOTAL		$ 1,227,290.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16,2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 7/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 27, 2023

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 24
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twenty-fourth progress report for the above referenced project and covers work through July 23, 2023. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking, and construction observation.

The Contractor has installed the storm sewer on the first phase and is preparing to mainline pave this week. The Contractor's schedule includes paving the southbound lanes from Thursday (today) to Saturday.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 7, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 24

Finance Budget Code 979.3979.4210

Finance Project Code 979.4210

Vendor 990

Email

Project **121.0695.01** **NE Delaware Ave Recon - NE 5th St to NE 18th St**

Professional Services through July 23, 2023

Basic Services

		Hours	Rate	Amount	
Engineer V		17.00	146.00	2,482.00	
	Total Services	17.00		2,482.00	
	Total Services				**2,482.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	2,482.00	634,626.38	637,108.38	
Limit			643,290.00	
Remaining			6,181.62	
		Phase Subtotal		**$2,482.00**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**	
Total Billings	0.00	122,128.96	122,128.96	
Limit			122,200.00	
Remaining			71.04	
		Phase Subtotal		**0.00**

Construction Services

		Hours	Rate	Amount	
Principal Engineer II		.25	245.00	61.25	
Principal Engineer I		1.25	230.00	287.50	
Engineer VIII		9.50	192.00	1,824.00	
Project Manager VI		4.00	173.00	692.00	
Engineer I		17.75	109.00	1,934.75	
Lead Technician		4.50	146.00	657.00	
Technician VII		62.25	120.00	7,470.00	
Technician II		255.25	73.00	18,633.25	
Technician I		15.50	64.00	992.00	
	Total Services	370.25		32,551.75	
	Total Services				**32,551.75**

Project	121.0695.01	Ank-NEDelawareAveReconNE5thSttoNE18thSt	Invoice	24

Employee Mileage	276.47	
Total Expenses		**276.47**
Fleet Mileage		**163.10**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	32,991.32	101,486.33	134,477.65
Limit			711,800.00
Remaining			577,322.35

Phase Subtotal	**$32,991.32**
Amount Due this Invoice	**$35,473.32**

	Total	**Prior**	**Current**
Billings to Date	**893,714.99**	**858,241.67**	**35,473.32**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #16 in the amount of $3,024.38 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: NW Northlawn Area Utility Improvements- Phase 2
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct 610.3610.4210; 650.3650.4210; 963.3963.4210
Finance Project Code: 33 1/3% to each acct 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01B **PO #**
Original Contract Date: June 7, 2021 **Vendor #** 990

Date of Council Meeting 8/7/2023 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: 06/19/23 through: 07/23/23

Contract Summary

Original Contract Amount:	$ 54,900.00			
Net ## ##	$ 43,500.00			
Cor ## ##		$ 98,400.00		
Total completed and stored to date:	$ 69,948.49			
Retainage: 0 % of Completed Work:	$ -			
Total Earned less Retainage:		$ 69,948.49		
Less previous applications for payment:		$ 66,924.11		
SUBTOTAL			$	3,024.38
OTHER CHARGES (Please attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	3,024.38
Balance to finish, including retainage:		$ 28,451.51		
Contract Time Remaining (If applicable)	-			

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

Construction Contractor Approval: _____ (Firm Name)

_____ (Signature) _____ (Date)

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

P.P. _____ (Signature) 07/27/23 (Date)

City of Ankeny Staff Approval _____ (Signature) 7/28/2023 (Date)

Submit to: Matt Grgurich
Email: mgrgurich@ankenyiowa.gov *Phone:* 515-965-6400 *Fax:*

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	7/22/2021	$ 6,008.00
2	8/25/2021	$ 9,378.00
3	9/21/2021	$ 9,568.84
4	10/20/2021	$ 4,811.86
5	5/25/2022	$ 1,344.25
6	6/22/2022	$ 3,102.25
7	10/25/2022	$ 7,579.00
8	11/22/2022	$ 7,683.89
9	12/21/2022	$ 2,289.50
10	1/25/2023	$ 2,710.50
11	2/22/2023	$ 2,391.55
12	3/22/2023	$ 2,455.00
13	4/18/2023	$ 2,793.61
14	5/25/2023	$ 2,399.48
15	6/21/2023	$ 2,408.38
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TOTAL $ 66,924.11

Record of Change Orders

#	Date	Amount
1	2/20/2023	$ 43,500.00
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TOTAL		$ 43,500.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	June 7, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 7/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 26, 2023

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 16
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the sixteenth progress report for the above referenced project and covers work through July 23, 2023. Our work through this period includes on call services for construction administration and construction staking.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01B - 16

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project **119.0975.01B** **NW Northlawn Area Utility Improvements Phase 2**

Professional Services through July 23, 2023

Basic Services

	Hours	Rate	Amount	
Principal Engineer	.25	220.00	55.00	
Total Services	.25		55.00	
Total Services				**55.00**
			Phase Subtotal	**$55.00**

Construction Services

	Hours	Rate	Amount	
Principal Engineer I	.25	230.00	57.50	
Engineer VIII	1.50	192.00	288.00	
Project Manager VI	4.50	173.00	778.50	
Technician VI	9.50	108.00	1,026.00	
Technician II	11.00	73.00	803.00	
Total Services	26.75		2,953.00	
Total Services				**2,953.00**

Fleet Mileage **16.38**

Phase Subtotal **$2,969.38**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	3,024.38	66,924.11	69,948.49
Limit			98,400.00
Remaining			28,451.51

Amount Due this Invoice **$3,024.38**

	Total	**Prior**	**Current**
Billings to Date	**69,948.49**	**66,924.11**	**3,024.38**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of $25,783.30 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title:	NW Northlawn Area Utility Improvements Ph 3		
Contractor:	Snyder & Associates, Inc		
Address:	2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	33 1/3 to each	**Finance Project #:**	33 1/3 to each
610.3610.4210/650.3650.4210/963.3963.4210		610.4210/650.4210/963.4210	
Vendor Project #:	119.0975.01C	**Purchase Order #:**	
Original Contract Date:	May 15, 2023	**Vendor Account #:**	990

Date of Council Meeting: August 7, 2023 **Payment Application #:** 2

Payment Period: From: June 19, 2023 Through: July 23, 2023

Contract Summary:

Original Contract Amount:	$ 72,350.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 72,350.00		
Total Completed and Stored to Date:	$ 31,161.30			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 31,161.30		
Less Previous Applications for Payment:		$ 5,378.00		
SUBTOTAL:			$	25,783.30
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			**$**	**25,783.30**
Balance to Finish, Including Retainage:		$ 41,188.70		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

P.P. John W. Haldeman 7/27/23

Signature Date

City of Ankeny Staff Approval:

Matthew Grgurich 7/28/2023

Signature Date

Submit to: Matt Grgurich

E-mail: mgrgurich@ankenyiowa.gov Phone Number: 515-965-6400

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	June 21, 2023	$ 5,378.00
2		
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 5,378.00

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 26, 2023

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3
PROGRESS REPORT NO. 2
S&A PROJECT NO. 119.0975.01C

Dear Mr. Grgurich:

This is the second progress report for the above referenced project and covers work through July 23, 2023. Our work through this period includes Phase 3 final design. We held a virtual PMT meeting on July 17, 2023 and will be submitting check plans to the City in early August. This next month we will continue with final plans and franchise utility coordination and begin setting up a public information meeting.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01C - 2

Finance Budget
610.3610.4210/650.3650.4210/963.3963.4210
Finance Project 610.4210/650.4210/963.4210
Vendor 990

Email

Project **119.0975.01C** **NW Northlawn Area Utility Improvements Ph 3**

Professional Services through July 23, 2023

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Engineer VIII	17.50	192.00	3,360.00	
Engineer IV	1.50	149.00	223.50	
Technician VI	113.00	108.00	12,204.00	
Technician II	136.00	73.00	9,928.00	
Total Services	268.25		25,776.75	
Total Services				**25,776.75**
Employee Mileage			6.55	
Total Expenses			**6.55**	**6.55**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	25,783.30	5,378.00	31,161.30
Limit			72,350.00
Remaining			41,188.70

Amount Due this Invoice **$25,783.30**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of $58,569.75 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title:	S Ankeny Blvd Improvements SE Peterson Dr to 1st St		
Contractor:	Snyder & Associates Inc		
Address:	2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023		
Finance Budget Code:	886.3886.4210	**Finance Project #:**	886.4210
Vendor Project #:	123.0680.01	**Purchase Order #:**	
Original Contract Date:	May 15, 2023	**Vendor Account #:**	990

Date of Council Meeting: August 7, 2023 **Payment Application #:** 3

Payment Period: From: June 19, 2023 Through: July 23, 2023

Contract Summary:

Original Contract Amount:	$ 497,700.00			
Net Change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 497,700.00		
Total Completed and Stored to Date:	$ 108,378.88			
Retainage: 0 % of Completed Work:	$ -			
Total Earned Less Retainage:		$ 108,378.88		
Less Previous Applications for Payment:		$ 49,809.13		
SUBTOTAL:			$	58,569.75
OTHER CHARGES:			$	-
CURRENT PAYMENT DUE:			$	**58,569.75**
Balance to Finish, Including Retainage:		$ 389,321.12		
Contract Time Remaining:	- Working Days			

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Snyder & Associates, Inc

Firm Name

P.P. John W. Haldeman 07/27/23

Signature Date

City of Ankeny Staff Approval:

Adam Lust 07/27/23

Signature Date

Submit to: Adam Lust

E-mail: alust@ankenyiowa.gov Phone Number: 515-963-3537

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	$ 24,744.83
2	June 21, 2023	$ 25,064.30
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = $ 49,809.13

Record of Change Orders:

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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion:

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

Full Completion:

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

Date Printed: 7/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 25, 2023

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

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO 1ST STREET
PROGRESS REPORT NO. 03
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the third progress report for the above referenced project and covers services through July 23, 2023. Work through this period includes topographic survey, survey field review, traffic study analysis and report preparation, TSIP preparation, preliminary alignment, geometry, and profile development, typical sections, concept statement preparation, design criteria memo, staging concept review, drainage review, utility coordination, Phase 1 ESA, and project management tasks. Work anticipated in the next month includes finalizing the topographic survey, preliminary design, utility coordination, field exam plan development, and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the August 7, 2023 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.

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

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0680.01 - 3

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project **123.0680.01** **South Ankeny Blvd Improvements SE Peterson Dr to 1st ST**

Professional Services through July 23, 2023

Prelim Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	8.50	245.00	2,082.50	
Sr. Engineer	69.00	210.00	14,490.00	
Land Surveyor VIII	5.25	192.00	1,008.00	
Engineer I	108.75	109.00	11,853.75	
Technician VII	.50	120.00	60.00	
Total Services	192.00		29,494.25	
				29,494.25
		Phase Subtotal		**$29,494.25**

Basic Services
Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	2.50	245.00	612.50	
Principal Engineer I	13.25	230.00	3,047.50	
Sr. Engineer	8.00	210.00	1,680.00	
Engineer III	26.00	137.00	3,562.00	
Engineer I	71.50	109.00	7,793.50	
Technician VII	72.50	120.00	8,700.00	
Total Services	193.75		25,395.50	
				25,395.50
		Phase Subtotal		**$25,395.50**

Additional Services
Hourly Services

	Hours	Rate	Amount	
Principal Environmental Scientist I	16.00	230.00	3,680.00	
Total Services	16.00		3,680.00	
				3,680.00
		Phase Subtotal		**$3,680.00**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST		Invoice	3
Billing Limits		**Current**	**Prior**	**To-Date**	
Total Billings		58,569.75	49,809.13	108,378.88	
Limit				497,700.00	
Remaining				389,321.12	

Amount Due this Invoice **$58,569.75**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #43 in the amount of $2,324.12 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #43

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 *Finance Project Code:* 983.4210
Vendor Project or Invoice #: 119.0290.01 *PO #*
Original Contract Date: April 1, 2019 *Vendor #* 990

Date of Council Meeting 8/7/2023 **PAYMENT REQUEST #** 43
PAYMENT PERIOD: From: 06/19/23 through: 07/23/23

Contract Summary

Original Contract Amount:	$ 162,300.00		
Net change by Change Orders: Amd #1&2	$ 592,650.00		
Contract Amount to Date: (line 1 ± 2)		$ 754,950.00	
Total completed and stored to date:	$ 684,582.68		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 684,582.68	
Less previous applications for payment:		$ 682,258.56	
SUBTOTAL			$ 2,324.12
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 2,324.12
Balance to finish, including retainage:		$ 70,367.32	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval: _____
Firm Name

_____ _____
Signature Date

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

P.P. John W. Haldeman 07/27/23
Signature Date

City of Ankeny Staff Approval Donald Clark 7/27/23
Date

Submit to: Don Clark
Email: dclark@ankenyiowa.gov *Phone:* 515-963-3529 *Fax:*

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	$ 52,442.90
2	5/23/2019	$ 59,143.97
3	6/20/2019	$ 45,285.34
4	7/25/2019	$ 4,208.21
5	9/25/2019	$ 13,086.32
6	10/24/2019	$ 5,664.23
7	11/21/2019	$ 11,683.03
8	12/18/2019	$ 8,381.96
9	1/22/2020	$ 2,943.09
10	2/20/2020	$ 5,768.16
11	4/21/2020	$ 6,321.21
12	5/20/2020	$ 7,460.59
13	6/24/2020	$ 21,416.94
14	7/22/2020	$ 16,201.92
15	8/27/2020	$ 55,676.87
16	9/23/2020	$ 27,080.35
17	10/20/2020	$ 13,634.53
18	11/19/2020	$ 6,931.80
19	12/22/2000	$ 6,843.64
20	1/20/2021	$ 5,145.59
21	2/17/2021	$ 14,252.32
22	3/24/2021	$ 58,916.57
23	4/22/2021	$ 16,490.32
24	5/26/2021	$ 25,282.78
25	6/24/2021	$ 10,757.50
26	10/20/2021	$ 2,838.12
27	3/23/2022	$ 37,535.92
28	4/20/2022	$ 5,999.29
29	5/25/2022	$ 17,701.29
30	6/22/2022	$ 11,590.84
31	7/19/2022	$ 18,236.45
32	8/24/2022	$ 17,139.09
33	9/21/2022	$ 14,160.89
34	10/26/2022	$ 14,589.73
35	11/22/2022	$ 11,868.00
36	12/21/2022	$ 10,093.78
37	1/25/2023	$ 3,161.16
38	2/22/2023	$ 2,907.37
39	3/22/2023	$ 2,967.92
40	4/18/2023	$ 3,203.67
41	5/24/2023	$ 4,229.54
42	6/21/2023	$ 3,015.36
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TOTAL $ 682,258.56

Record of Change Orders

#	Date	Amount
1	9/16/2019	$ 187,950.00
2	7/20/2020	$ 176,050.00
3	3/7/2022	$ 228,650.00
4		
5		
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10		
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14		
15		
16		
17		
18		
19		
20		
	TOTAL	$ 592,650.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0

Date Printed: 7/27/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 26, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 43

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project **119.0290.01** **SE Crosswinds Drive-RISE**

Professional Services through July 23, 2023

Basic Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	156,063.04	156,063.04
Limit			156,100.00
Remaining			36.96

Phase Subtotal **0.00**

	Total	**Prior**	**Current**
Billings to Date	**156,063.04**	**156,063.04**	**0.00**

Additional Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17

Phase Subtotal **0.00**

	Total	**Prior**	**Current**
Billings to Date	**12,342.83**	**12,342.83**	**0.00**

Construction Services

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87

Phase Subtotal **0.00**

	Total	**Prior**	**Current**
Billings to Date	**160,600.13**	**160,600.13**	**0.00**

P&S

	Total	**Prior**	**Current**
Billings to Date	**35.60**	**35.60**	**0.00**

Phase Subtotal **0.00**

REMIT TO: **SNYDER & ASSOCIATES, INC.**
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	43

Phase 2 Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	196,240.97	196,240.97	
Limit			196,250.00	
Remaining			9.03	
			Phase Subtotal	**0.00**

	Total	Prior	Current
Billings to Date	**196,240.97**	**196,240.97**	**0.00**

Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,835.26	9,835.26	
Limit			11,250.00	
Remaining			1,414.74	
			Phase Subtotal	**0.00**

	Total	Prior	Current
Billings to Date	**9,835.26**	**9,835.26**	**0.00**

Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer I	.75	217.00	162.75	
Engineer VI	2.25	163.00	366.75	
Engineer I	2.75	103.00	283.25	
Technician VII	7.75	113.00	875.75	
Technician VI	3.50	102.00	357.00	
Technician II	4.00	69.00	276.00	
Total Services	21.00		2,321.50	
Total Services				**2,321.50**

Fleet Mileage **2.62**

Billing Limits	Current	Prior	To-Date	
Total Billings	2,324.12	147,140.73	149,464.85	
Limit			197,200.00	
Remaining			47,735.15	
			Phase Subtotal	**$2,324.12**

	Total	Prior	Current
Billings to Date	**149,464.85**	**147,140.73**	**2,324.12**

Amount Due this Invoice **$2,324.12**

	Total	Prior	Current
Billings to Date	**684,582.68**	**682,258.56**	**2,324.12**

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 26, 2023

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

RE: SE CROSSWINDS DRIVE – RISE
PROGRESS REPORT NO. 43
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the forty-third progress report for the above referenced project and covers work through July 26, 2023. This invoice includes construction administration and observation including DOT coordination, sub-final pay application and close out change order preparation.

The project has been accepted by the City. Final comments on the record drawings have been addressed. We are working with the City to prepare the final reimbursement request and close out the RISE grant. This can occur after retention is released to the Contractor on August 17, 2023.

The project construction engineering services costs included on this invoice of $2,324.12 are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50% up to the maximum grant award. A total of $929.65 would be funded through the RISE Grant.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 7, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.

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

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #8 in the amount of $716,604.58 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Payment #8

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS		
Contractor:	Synergy Contracting, LLC		
Address:	7481 US Highway 69, Des Moines, Iowa 50320		
Finance Budget Code:	629.3629.4450	**Finance Project #:**	629.4450
Finance Budget Code:	688.3688.4453	**Finance Project #:**	688.4453
Vendor Project #:		**Purchase Order #:**	
Original Contract Date:	October 3, 2022	**Vendor Account #:**	5089

Date of Council Meeting: August 7, 2023 **Payment Application #:** 8

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

Contract Summary:

Original Contract Amount:	$ 5,778,405.00		
Net Change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 5,778,405.00	
Total Completed and Stored to Date:	$ 5,023,716.78		
Retainage: 5 % of Completed Work:	$ 251,185.84		
Total Earned Less Retainage:		$ 4,772,530.94	
Less Previous Applications for Payment:		$ 4,055,926.36	
SUBTOTAL:			$ 716,604.58
OTHER CHARGES:			$ -
	Current Payment Due - Division 1 (629.4450)		$ 716,604.58
	Current Payment Due - Division 2 (688.4453)		$ -
CURRENT PAYMENT DUE:			**$ 716,604.58**
Balance to Finish, Including Retainage:		$ 1,005,874.06	
Contract Time Remaining (Division 1):	86.50 Working Days		
Contract Time Remaining (Division 2):	- 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: Synergy Contracting, LLC
Firm Name

Signature — Date: 7/31/23

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

Signature — Date: 7/31/2023

City of Ankeny Staff Approval:

Signature — Date: 7/31/23

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

Date Printed: 7/31/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 1 - WATER TRANSMISSION MAIN

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													
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	$ 30.00	$ 1,500.00		$ -	185.50	185.50	$ 5,565.00	(135.50)	371.00%
2	Clearing and Grubbing, General	LS	1.00		1.00	$ 108,000.00	$ 108,000.00		$ -	1.00	1.00	$ 108,000.00	0.00	100.00%
	TRENCH EXCAVATION AND BACKFILL													
3	Trench Foundation	TON	820.00		820.00	$ 56.00	$ 45,920.00		$ -	0.00	0.00	$ -	820.00	0.00%
4	Special Pipe Support	EA	2.00		2.00	$ 3,500.00	$ 7,000.00		$ -	0.00	0.00	$ -	2.00	0.00%
5	Trench Compaction Testing	LS	1.00		1.00	$ 2,800.00	$ 2,800.00	0.55	$ 1,540.00	0.00	0.55	$ 1,540.00	0.45	55.00%
	SEWERS AND DRAINS													
6	Drain Tile Repair	EA	2.00		2.00	$ 1,750.00	$ 3,500.00		$ -	1.00	1.00	$ 1,750.00	1.00	50.00%
	WATER MAINS AND APPURTENANCES													
7	Water Main, Trenched, PVC, 24"	LF	4,815.00		4,815.00	$ 406.00	$1,954,890.00	705.74	$ 286,530.44	3953.24	4,658.98	$1,891,545.88	156.02	96.76%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	$ 406.00	$2,032,030.00	466.60	$ 189,439.60	2680.64	3,147.24	$1,277,779.44	1,857.76	62.88%
9	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	100.00		100.00	$ 1,001.00	$ 100,100.00		$ -	100.00	100.00	$ 100,100.00	0.00	100.00%
10	Fitting, Bend, 24"	EA	18.00		18.00	$ 6,720.00	$ 120,960.00	2.00	$ 13,440.00	16.00	18.00	$ 120,960.00	0.00	100.00%
11	Fitting, Solid Sleeve Coupling, 24"	EA	10.00		10.00	$ 5,460.00	$ 54,600.00	5.00	$ 27,300.00	7.00	12.00	$ 65,520.00	(2.00)	120.00%
12	Connect to Existing, 24"	EA	2.00		2.00	$ 9,100.00	$ 18,200.00	1.00	$ 9,100.00	1.00	2.00	$ 18,200.00	0.00	100.00%
13	Valve, Gate, 24"	EA	1.00		1.00	$ 46,550.00	$ 46,550.00	1.00	$ 46,550.00	0.00	1.00	$ 46,550.00	0.00	100.00%
14	Fire Hydrant Assembly	EA	7.00		7.00	$ 16,170.00	$ 113,190.00	2.00	$ 32,340.00	5.00	7.00	$ 113,190.00	0.00	100.00%
	STREETS AND RELATED WORK													
15	Removal of Sidewalk	SY	200.00		200.00	$ 14.00	$ 2,800.00		$ -	198.08	198.08	$ 2,773.12	1.92	99.04%
16	Removal of Recreational Trail	SY	860.00		860.00	$ 14.00	$ 12,040.00		$ -	0.00	0.00	$ -	860.00	0.00%
17	Recreational Trail, PCC, 6"	SY	860.00		860.00	$ 72.00	$ 61,920.00		$ -	0.00	0.00	$ -	860.00	0.00%
18	Sidewalk, PCC, 4"	SY	240.00		240.00	$ 60.00	$ 14,400.00		$ -	248.66	248.66	$ 14,919.60	(8.66)	103.61%
19	Subbase Over-Excavation	TON	55.00		55.00	$ 56.00	$ 3,080.00		$ -	34.76	34.76	$ 1,946.56	20.24	63.20%
20	Granular Surfacing, Class A	TON	50.00		50.00	$ 42.00	$ 2,100.00		$ -	0.00	0.00	$ -	50.00	0.00%
21	Handhole, Type III	EA	3.00		3.00	$ 3,220.00	$ 9,660.00		$ -	0.00	0.00	$ -	3.00	0.00%
22	Conduit, 2"	LF	2,340.00		2,340.00	$ 35.00	$ 81,900.00		$ -	0.00	0.00	$ -	2,340.00	0.00%
	TRAFFIC CONTROL													
23	Temporary Traffic Control	LS	1.00		1.00	$ 17,500.00	$ 17,500.00	0.10	$ 1,750.00	0.60	0.70	$ 12,250.00	0.30	70.00%
	SITE WORK AND LANDSCAPING													
24	Conventional Seeding, Type 1	AC	2.30		2.30	$ 3,600.00	$ 8,280.00		$ -	0.00	0.00	$ -	2.30	0.00%
25	Hydraulic Seeding, Type 5 (Erosion Control)	AC	2.30		2.30	$ 3,600.00	$ 8,280.00		$ -	0.00	0.00	$ -	2.30	0.00%
26	Wattles, 9"	LF	6,400.00		6,400.00	$ 2.00	$ 12,800.00		$ -	3658.00	3,658.00	$ 7,316.00	2,742.00	57.16%
27	Wattles, Removal	LF	6,400.00		6,400.00	$ 1.00	$ 6,400.00		$ -	0.00	0.00	$ -	6,400.00	0.00%
28	Erosion Control Mulching, Hydromulching	AC	4.60		4.60	$ 3,600.00	$ 16,560.00		$ -	0.00	0.00	$ -	4.60	0.00%
29	Inlet Protection Device	EA	7.00		7.00	$ 180.00	$ 1,260.00		$ -	4.00	4.00	$ 720.00	3.00	57.14%
30	Tree Protection Fence	LF	750.00		750.00	$ 6.00	$ 4,500.00		$ -	230.78	230.78	$ 1,384.68	519.22	30.77%
	MISCELLANEOUS						$ -							
31	Mobilization	LS	1.00		1.00	$ 81,000.00	$ 81,000.00		$ -	1.00	1.00	$ 81,000.00	0.00	100.00%
32	Concrete Washout	LS	1.00		1.00	$ 7,000.00	$ 7,000.00		$ -	0.50	0.50	$ 3,500.00	0.50	50.00%
	CHANGE ORDER ITEMS													
	STORED MATERIALS													
	Fitting, 24" 11-1/4 Bend	EA			10.00	$ 1,720.00	$ 17,200.00	0.00	$ -	0.00	0.00	$ -	10.00	0.00%
	Fitting, 24" Solid Sleeve	EA			10.00	$ 1,355.39	$ 13,553.90	(3.00)	$ (4,066.17)	3.00	0.00	$ -	10.00	0.00%
	Fitting, 24"x 6" Tee	EA			7.00	$ 2,101.48	$ 14,710.36		$ -	6.00	6.00	$ 12,608.88	1.00	85.71%
	Joint Restraint, 24"	EA			74.00	$ 489.26	$ 36,205.24	(10.00)	$ (4,892.60)	25.00	15.00	$ 7,338.90	59.00	20.27%
	Valve Box	EA			8.00	$ 230.26	$ 1,842.08	(3.00)	$ (690.78)	3.00	0.00	$ -	8.00	0.00%
	Holding Spool, 24"x6"	EA			7.00	$ 218.82	$ 1,531.74	(2.00)	$ (437.64)	2.00	0.00	$ -	7.00	0.00%
	Casing Spacers, 24"	EA			15.00	$ 250.18	$ 3,752.70		$ -	0.00	0.00	$ -	15.00	0.00%
	End Seals, 36"x24"	EA			2.00	$ 104.00	$ 208.00		$ -	0.00	0.00	$ -	2.00	0.00%
	Gate Valve, 24"	EA			1.00	$ 28,198.79	$ 28,198.79		$ -	1.00	1.00	$ 28,198.79	0.00	100.00%
	Joint Restraint, Bolt & Gasket Kit, 24"	EA			74.00	$ 158.54	$ 11,731.96	(10.00)	$ (1,585.40)	25.00	15.00	$ 2,378.10	59.00	20.27%
	Joint Restraint, Bolt & Gasket Kit, 6"	EA			21.00	$ 20.71	$ 434.91	(6.00)	$ (124.26)	6.00	0.00	$ -	21.00	0.00%
	Pipe, 24" C900 PVC, 20'	LF			3,920.00	$ 176.95	$ 693,644.00	(146.76)	$ (25,969.18)	146.76	0.00	$ -	3,920.00	0.00%
	Tracer Wire, Direct Bury	LF			4,000.00	$ 0.21	$ 840.00	(46.76)	$ (9.82)	46.76	(0.00)	$ (0.00)	4,000.00	0.00%
	Tracer Wire, Trenchless	LF			5,000.00	$ 0.35	$ 1,750.00	(1,125.58)	$ (393.95)	2219.36	1,093.78	$ 382.82	3,906.22	21.88%
	Tracer Box	EA			7.00	$ 22.50	$ 157.50		$ -	7.00	7.00	$ 157.50	0.00	100.00%
	Service Saddle, 24"x1"	EA			3.00	$ 381.18	$ 1,143.54		$ -	3.00	3.00	$ 1,143.54	0.00	100.00%
	Fitting, 24" 45 Bend	EA			8.00	$ 1,950.00	$ 15,600.00	(2.00)	$ (3,900.00)	2.00	0.00	$ -	8.00	0.00%
	Hydrant, 7 ft	EA			0.00	$ 3,290.02	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
	Hydrant, 8 ft & 10 ft	EA			1.00	$ 3,692.48	$ 3,692.48	(3.00)	$ (11,077.44)	3.00	0.00	$ -	1.00	0.00%
	Pipe, 24" C900 PVC, 40' Certa-Lok	LF			6,040.00	$ 198.50	$1,198,940.00	1,014.42	$ 201,362.37	1399.36	2,413.78	$ 479,135.33	3,626.22	39.96%
	Valve Box Extension	EA			8.00	$ 82.17	$ 657.36	(2.00)	$ (164.34)	3.00	1.00	$ 82.17	7.00	12.50%
	Gate Valve, 6"	EA			7.00	$ 860.10	$ 6,020.70	(2.00)	$ (1,720.20)	2.00	0.00	$ -	7.00	0.00%
	Hydrant, 6 ft	EA			6.00	$ 3,115.87	$ 18,695.22		$ -	0.00	0.00	$ -	6.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $7,031,230.48 PAY PERIOD = $ 754,320.63 COMPLETED = $4,407,936.31 62.69%

Date printed: 7/31/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 2 - DRAINAGE IMPROVEMENTS

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													
33	Clearing and Grubbing, Select Trees	UNIT	1,500.00		1,500.00	$ 18.00	$ 27,000.00		$ -	2258.40	2,258.40	$ 40,651.20	(758.40)	150.56%
34	Clearing and Grubbing, General	LS	1.00		1.00	$ 72,000.00	$ 72,000.00		$ -	1.00	1.00	$ 72,000.00	0.00	100.00%
35	Excavation, Class 10	CY	4,672.00		4,672.00	$ 35.00	$ 163,520.00		$ -	4672.00	4,672.00	$ 163,520.00	0.00	100.00%
	TRENCH EXCAVATION AND BACKFILL													
36	Trench Foundation	TON	10.00		10.00	$ 56.00	$ 560.00		$ -	16.64	16.64	$ 931.84	(6.64)	166.40%
37	Trench Compaction Testing	LS	1.00		1.00	$ 1,400.00	$ 1,400.00		$ -	1.00	1.00	$ 1,400.00	0.00	100.00%
	SEWERS AND DRAINS													
38	Storm Sewer, Trenched, RCP, 15"	LF	30.00		30.00	$ 168.00	$ 5,040.00		$ -	36.38	36.38	$ 6,111.84	(6.38)	121.27%
39	Pipe Apron Guard, 24"	EA	6.00		6.00	$ 2,870.00	$ 17,220.00		$ -	0.00	0.00	$ -	6.00	0.00%
	STRUCTURES FOR SANITARY AND STORM SEWERS													
40	Manhole, SW-401, 48"	EA	1.00		1.00	$ 6,160.00	$ 6,160.00		$ -	1.00	1.00	$ 6,160.00	0.00	100.00%
41	Intake, SW-503	EA	1.00		1.00	$ 6,650.00	$ 6,650.00		$ -	1.00	1.00	$ 6,650.00	0.00	100.00%
42	Intake, SW-506	EA	1.00		1.00	$ 9,170.00	$ 9,170.00		$ -	1.00	1.00	$ 9,170.00	0.00	100.00%
43	Intake, SW-509	EA	1.00		1.00	$ 7,385.00	$ 7,385.00		$ -	1.00	1.00	$ 7,385.00	0.00	100.00%
44	Remove Intake	EA	1.00		1.00	$ 1,400.00	$ 1,400.00		$ -	1.00	1.00	$ 1,400.00	0.00	100.00%
	STREETS AND RELATED WORK													
45	Full Depth Patch, PCC	SY	210.00		210.00	$ 161.00	$ 33,810.00		$ -	191.18	191.18	$ 30,779.98	18.82	91.04%
46	Subbase Over-Excavation	TON	35.00		35.00	$ 56.00	$ 1,960.00		$ -	34.76	34.76	$ 1,946.56	0.24	99.31%
47	Granular Surfacing, Class A	TON	50.00		50.00	$ 42.00	$ 2,100.00		$ -	0.00	0.00	$ -	50.00	0.00%
	TRAFFIC CONTROL													
48	Temporary Traffic Control	LS	1.00		1.00	$ 10,500.00	$ 10,500.00		$ -	1.00	1.00	$ 10,500.00	0.00	100.00%
	SITE WORK AND LANDSCAPING													
49	Conventional Seeding, Type 1	AC	0.10		0.10	$ 3,600.00	$ 360.00		$ -	0.40	0.40	$ 1,440.00	(0.30)	400.00%
50	Conventional Seeding, Type 3	AC	3.30		3.30	$ 3,600.00	$ 11,880.00		$ -	2.60	2.60	$ 9,360.00	0.70	78.79%
51	Hydraulic Seeding, Type 3, BFM	AC	1.30		1.30	$ 5,400.00	$ 7,020.00		$ -	0.00	0.00	$ -	1.30	0.00%
52	Hydraulic Seeding, Type 5 (Erosion Control)	AC	4.70		4.70	$ 3,600.00	$ 16,920.00		$ -	2.20	2.20	$ 7,920.00	2.50	46.81%
53	Temporary RECP, Type 2	SY	500.00		500.00	$ 3.00	$ 1,500.00		$ -	0.00	0.00	$ -	500.00	0.00%
54	Wattles, 9"	LF	1,500.00		1,500.00	$ 2.00	$ 3,000.00		$ -	4825.00	4,825.00	$ 9,650.00	(3,325.00)	321.67%
55	Wattles, Removal	LF	1,500.00		1,500.00	$ 1.00	$ 1,500.00		$ -	0.00	0.00	$ -	1,500.00	0.00%
56	Check Dam, Rock	TON	50.00		50.00	$ 70.00	$ 3,500.00		$ -	19.49	19.49	$ 1,364.30	30.51	38.98%
57	Rip Rap, Class E	TON	3,660.00		3,660.00	$ 78.00	$ 285,480.00		$ -	1522.37	1,522.37	$ 118,745.16	2,137.63	41.59%
58	Silt Fence	LF	500.00		500.00	$ 3.00	$ 1,500.00		$ -	1191.53	1,191.53	$ 3,574.59	(691.53)	238.31%
59	Silt Fence, Removal	LF	500.00		500.00	$ 1.00	$ 500.00		$ -	0.00	0.00	$ -	500.00	0.00%
60	Erosion Control Mulching, Hydromulching	AC	9.00		9.00	$ 3,600.00	$ 32,400.00		$ -	6.70	6.70	$ 24,120.00	2.30	74.44%
	DEMOLITION													
61	Remove Pedestrian Bridge	EA	10.00		10.00	$ 5,250.00	$ 52,500.00		$ -	10.00	10.00	$ 52,500.00	0.00	100.00%
62	Tree Protection Fence	LF	750.00		750.00	$ 7.00	$ 5,250.00		$ -	0.00	0.00	$ -	750.00	0.00%
	MISCELLANEOUS													
63	Mobilization	LS	1.00		1.00	$ 25,000.00	$ 25,000.00		$ -	1.00	1.00	$ 25,000.00	0.00	100.00%
64	Concrete Washout	LS	1.00		1.00	$ 3,500.00	$ 3,500.00		$ -	1.00	1.00	$ 3,500.00	0.00	100.00%
	CHANGE ORDER ITEMS													
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%
					0.00		$ -		$ -		0.00	$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK CONTRACT = $ 817,685.00 PAY PERIOD = $ - COMPLETED = $ 615,780.47 75.31%

Date printed: 7/31/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	December 19, 2022	$ 111,373.25
2	January 17, 2023	$ 130,628.89
3	February 21, 2023	$ 265,766.84
4	March 20, 2023	$ 204,678.96
5	April 17, 2023	$ 634,936.90
6	May 15, 2023	$ 601,414.67
7	July 3, 2023	$ 2,107,126.85
8		$ -
9		$ -
10		$ -
11		$ -
12		$ -
13		$ -
14		$ -
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28		$ -
29		$ -
30		$ -
31		$ -
32		$ -
33		$ -
34		$ -
35		$ -

Previous Applications for Payment:

No.	Date	Amount
36		
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PREVIOUS PAY APPS TOTAL = $ 4,055,926.36

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date (Div.I):	November 1, 2022
Construction Start Date (Div.II):	April 1, 2022

Full Completion (Div. 1)

Contract Working Days:	170.0
Added by Change Order:	0.0
Total Working Days:	170.0
Working Days Used to Date:	83.5
Working Days Remaining:	**86.5**

Full Completion (Div. 2):

Contract Working Days:	90.0
Added by Change Order:	0.0
Total Working Days:	90.0
Working Days Used to Date:	90.0
Working Days Remaining:	**0.0**

Date Printed: 7/31/2023

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of $16,723.20 to SVPA Architects Inc. for design services associated with the Ankeny Fire Station No. 4 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
Bringing it all together

Project Title: Fire Station No. 4
Contractor: Savage-Ver Ploeg & Associates, Inc., dba SVPA Architects Inc.
Address: 1466 28th Street, Suite 200, West Des Moines, IA 50266
Finance Budget Code: 901.1901.4210 **Finance Project Code:** 901.421O
Vendor Project or Invoice #: 23019.00/#38751 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 1859

Date of Council Meeting 7-Aug-23 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: 06/26/23 through: 07/23/23

Contract Summary

Original Contract Amount:	$ 348,400.00		
Net change by Change Orders:	$ -		
Contract Amount to Date: (line 1 ± 2)		$ 348,400.00	
Total completed and stored to date:	$ 77,344.80		
Retainage: 0 % of Completed Work:	$ -		
Total Earned less Retainage:		$ 77,344.80	
Less previous applications for payment:		$ 60,621.60	
SUBTOTAL			$ 16,723.20
OTHER CHARGES (Please attach an itemized list)			$ -
CURRENT PAYMENT DUE			$ 16,723.20
Balance to finish, including retainage:		$ 271,055.20	
Contract Time Remaining (If applicable)	-		

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

Construction Contractor Approval:
Firm Name

Signature Date

Engineer/Consultant Approval: SVPA Architects
Firm Name

Robert T. Ott
Signature 7/27/2023
Date

City of Ankeny Staff Approval

Mike Schrock
Signature 8/1/2023
Date

Submit to: *Mike Schrock, Assistant City Manager*
Email: *mschrock@ankenyiowa.gov* *Phone:* *515-965-6420* *Fax:*

Date Printed: 8/1/2023

SVPA ARCHITECTS

www.svpa-architects.com
Phone 515.327.5990

1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Mike Schrock
City of Ankeny
410 West First Street
Ankeny, IA 50023-0944

July 27, 2023
Project No: 23019.00
Invoice No: 0038751

Project 23019.00 Ankeny Fire Station #4
Beyond Fee: Snyder & Associates Survey Services $4,600.
Professional Services from June 26, 2023 to July 23, 2023

Phase 03 Schematic Design

Fee

Billing Phase	Fee	Percent Complete	Earned
Schematic Design	52,260.00	100.00	52,260.00
Design Development	69,680.00	36.00	25,084.80
Construction Documents	132,392.00	0.00	0.00
Bidding/Negotiation	6,968.00	0.00	0.00
Construction Administration	87,100.00	0.00	0.00
Total Fee	348,400.00		77,344.80
		Previous Fee Billing	60,621.60
		Current Fee Billing	16,723.20
		Total Fee	**16,723.20**
		Total this Phase	**$16,723.20**
		Total this Invoice	**$16,723.20**

Billings to Date

	Current	Prior	Total
Fee	16,723.20	60,621.60	77,344.80
Consultant	0.00	4,600.00	4,600.00
Expense	0.00	123.48	123.48
Unit	0.00	158.52	158.52
Totals	**16,723.20**	**65,503.60**	**82,226.80**

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of $16,150.00 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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Payment #10

city of Ankeny
bringing it all together

Project Title: Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: 8-7-23 **PAYMENT REQUEST #** 10
PAYMENT PERIOD: From: June 1, 2023 Through: July 31st, 2023

Contract Summary

Original Contract Amount:	$ 2,989,800.00			
Net change by Change Orders:	$ -			
Contract Amount to Date: (line 1 ± 2)		$ 2,989,800.00		
Total completed and stored to date:	$ 2,934,350.00			
Retainage: 5 % of Completed Work:	$ 146,717.50			
Total Earned less Retainage:		$ 2,787,632.50		
Less previous applications for payment:		$ 2,771,482.50		
SUBTOTAL			$	16,150.00
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	16,150.00
Balance to finish, including retainage:		$ 202,167.50		
Contract Time Remaining (If applicable)	-	Working Days		

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

Construction Contractor Approval: WRH, Inc
Firm Name

Bud Maynard
Signature — July 28th,2023 Date

Engineer / Consultant Approval: FOX Strand
Firm Name

Signature — 8/2/2023 Date

City of Ankeny Staff Approval:

Donald Clark
Signature — 8/3/23 Date

Submit to: Don Clark, P.E. - Director of Muncipal Utilities
E-mail: DClark@Ankenyiowa.gov *Phone:* (515) 963-3529 *Fax:* (515) 963-3529

Previous Applications for Payment

No.	Date	Amount
1	September 9, 2022	$ 279,932.94
2	November 28, 2022	$ 561,483.67
3	December 27, 2022	$ 231,477.42
4	January 23, 2023	$ 158,944.50
5	February 24,2023	$ 344,303.48
6	March 27-2023	$ 187,059.96
7	April 1, 2023	$ 252,487.20
8	May 1, 2023	$ 564,653.33
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 2,580,342.50

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = $ -

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	

Substantial Completion

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

Full Completion

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

Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Ankeny	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3379-20A.600
Contractor:	WRH, Inc.	**Contractor's Project No.:**	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 10 **Application Period:** From 06/01/23 to 06/30/23 **Application Date:** 06/30/23

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
	R005695		WLF Material	Ankeny Laydown	1	$7,876.78	$0.00	7,876.78	7,876.78	-	7,876.78	-
	Q624231		12" Water Line Material	Ankeny Laydown	1	$21,953.50	$0.00	21,953.50	21,953.50	-	21,953.50	-
	Q872447		12" Water Line Material	Ankeny Laydown	1	$6,991.75	$0.00	6,991.75	6,991.75	-	6,991.75	-
	6165		WLF Material	Ankeny Laydown	1	$19,838.00	$0.00	19,838.00	19,838.00	-	19,838.00	-
	R005693		12" Water Line Material	Ankeny Laydown	1	$8,575.00	$0.00	8,575.00	8,575.00	-	8,575.00	-
	R079998		12" Water Line Material	Ankeny Laydown	1	$8,263.65	$0.00	8,263.65	8,263.65	-	8,263.65	-
	W299504		Lintels and Clips	Ankeny Laydown	1	$8,600.00	$0.00	8,600.00	8,600.00	-	8,600.00	-
	15592811-00		Rebar Chairs	Ankeny Laydown	1	$114.48	$0.00	114.48	114.48	-	114.48	-
	15593188-00		Rebar	Ankeny Laydown	1	$7,025.00	$0.00	7,025.00	7,025.00	-	7,025.00	-
	15608809-00		Waterstop Material	Ankeny Laydown	1	$594.71	$0.00	594.71	594.71	-	594.71	-
	100/10021575		Fibergrate	Ankeny Laydown	1	$3,945.00	$0.00	3,945.00	3,945.00	-	3,945.00	-
	31999		Wedge Gate Valve (1ea)	Ankeny Laydown	1	$827.00	$0.00	827.00	827.00	-	827.00	-
	15622772-00		Rebar Ties	Ankeny Laydown	1	$352.00	$0.00	352.00	352.00	-	352.00	-
	15485224-00		Waterstop Material	Ankeny Laydown	1	$909.38	$0.00	909.38	909.38	-	909.38	-
	R590260		12" Poly Wrap	Ankeny Laydown	2	$75.90	$0.00	75.90	75.90	-	75.90	-
	R515079		2X4 SS Nipple	Ankeny Laydown	2	$9.50	$0.00	9.50	9.50	-	9.50	-
	R587441		12" Water Line Material	Ankeny Laydown	2	$68.31	$0.00	68.31	68.31	-	68.31	-
	R547858		12" Water Line Material	Ankeny Laydown	2	$447.00	$0.00	447.00	447.00	-	447.00	-
	R599853		12" Water Line Material	Ankeny Laydown	2	$49.48	$0.00	49.48	49.48	-	49.48	-
	R496343		12" Water Line Material	Ankeny Laydown	2	$1,050.00	$0.00	1,050.00	1,050.00	-	1,050.00	-
	6968		Hatches	Ankeny Laydown	2	$1,312.00	$0.00	1,312.00	1,312.00	-	1,312.00	-
	337986		Sprinkler Materials	Iowa Fire Shop	2	$8,925.25	$0.00	8,925.25	8,925.25	-	8,925.25	-
	B04116		Vapor Barrier/Concrete Brick	Ankeny Laydown	2	$428.48	$0.00	428.48	428.48	-	428.48	-
	B04127		Concrete Brick Return	Ankeny Laydown	2	($9.48)	$0.00	(9.48)	(9.48)	-	(9.48)	-
	32217		Valves	Ankeny Laydown	2	$890.00	$0.00	890.00	890.00	-	890.00	-
	App 1		Well Pump	Peerless Shop	2	$88,217.00	$0.00	88,217.00	88,217.00		88,217.00	-
	R607303		12 Piping	Ankeny Laydown	2	$2,100.00	$0.00	2,100.00	2,100.00	-	2,100.00	-
	R814324		Inside Piping	Ankeny Laydown	2	$85.00	$0.00	85.00	85.00	-	85.00	-
	324074		Doors	Doors Inc Shop	2	$20,932.00	$0.00	20,932.00	20,932.00	-	20,932.00	-
	325866		Doors	Doors Inc Shop	2	$9,976.00	$0.00	9,976.00	9,976.00	-	9,976.00	-
	32482		Check Valve	Ankeny Laydown	2	$16,375.00	$0.00	16,375.00	16,375.00	-	16,375.00	-
	25607258		PreCast	Ankeny Laydown	2	$15,445.00	$0.00	15,445.00	15,445.00	-	15,445.00	-
	R951173		Trumbull (Pipe Stands)	Ankeny Laydown	3	$1,776.25	$0.00	1,776.25	1,776.25	-	1,776.25	-
	R895970		Chem Process Piping	Ankeny Laydown	3	$3,294.20	$0.00	3,294.20	3,294.20		3,294.20	-
	E3-25887		transfer switch	ankeny Lay down	5	$58,902.87	$0.00	58,902.87	58,902.87	-	58,902.87	-
	13268.1		Balance Baski Valve	Ankeny Lay down	8	$0.00	$0.00	60,956.00	60,956.00		60,956.00	-
	6633B		SMEUSA	Peerless Shop	8	$0.00	$0.00	88,140.00	88,140.00		88,140.00	-
								-			-	-
								-			-	-
								-			-	-
						$0.00	$0.00	-			-	-
					Totals	$ 326,216.01	$ -	$ 475,312.01	$ 475,312.01	$ -	$ 475,312.01	$ -

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Ankeny
Engineer:	FOX Strand
Contractor:	WRH, Inc.
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contract:	
Owner's Project No.:	
Engineer's Project No.:	3379-20A.600
Contractor's Project No.:	2202-00-1389

Application No.: 10 Application Period: From 06/01/23 to 06/30/23 Application Date: 06/30/23

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
	R005695		WLF Material	Ankeny Laydown	1	$7,876.78	$0.00	7,876.78	7,876.78	-	7,876.78	-
	Q624231		12" Water Line Material	Ankeny Laydown	1	$21,953.50	$0.00	21,953.50	21,953.50	-	21,953.50	-
	Q872447		12" Water Line Material	Ankeny Laydown	1	$6,991.75	$0.00	6,991.75	6,991.75	-	6,991.75	-
	6165		WLF Material	Ankeny Laydown	1	$19,838.00	$0.00	19,838.00	19,838.00	-	19,838.00	-
	R005693		12" Water Line Material	Ankeny Laydown	1	$8,575.00	$0.00	8,575.00	8,575.00	-	8,575.00	-
	R079998		12" Water Line Material	Ankeny Laydown	1	$8,263.65	$0.00	8,263.65	8,263.65	-	8,263.65	-
	W299504		Lintels and Clips	Ankeny Laydown	1	$8,600.00	$0.00	8,600.00	8,600.00	-	8,600.00	-
	15592811-00		Rebar Chairs	Ankeny Laydown	1	$114.48	$0.00	114.48	114.48	-	114.48	-
	15593188-00		Rebar	Ankeny Laydown	1	$7,025.00	$0.00	7,025.00	7,025.00	-	7,025.00	-
	15608809-00		Waterstop Material	Ankeny Laydown	1	$594.71	$0.00	594.71	594.71	-	594.71	-
	100/10021575		Fibergrate	Ankeny Laydown	1	$3,945.00	$0.00	3,945.00	3,945.00	-	3,945.00	-
	31999		Wedge Gate Valve (1ea)	Ankeny Laydown	1	$827.00	$0.00	827.00	827.00	-	827.00	-
	15622772-00		Rebar Ties	Ankeny Laydown	1	$352.00	$0.00	352.00	352.00	-	352.00	-
	15485224-00		Waterstop Material	Ankeny Laydown	1	$909.38	$0.00	909.38	909.38	-	909.38	-
	R590260		12" Poly Wrap	Ankeny Laydown	2	$75.90	$0.00	75.90	75.90	-	75.90	-
	R515079		2X4 SS Nipple	Ankeny Laydown	2	$9.50	$0.00	9.50	9.50	-	9.50	-
	R587441		12" Water Line Material	Ankeny Laydown	2	$68.31	$0.00	68.31	68.31	-	68.31	-
	R547858		12" Water Line Material	Ankeny Laydown	2	$447.00	$0.00	447.00	447.00	-	447.00	-
	R599853		12" Water Line Material	Ankeny Laydown	2	$49.48	$0.00	49.48	49.48	-	49.48	-
	R496343		12" Water Line Material	Ankeny Laydown	2	$1,050.00	$0.00	1,050.00	1,050.00	-	1,050.00	-
	6968		Hatches	Ankeny Laydown	2	$1,312.00	$0.00	1,312.00	1,312.00	-	1,312.00	-
	337985		Sprinkler Materials	Iowa Fire Shop	2	$8,925.25	$0.00	8,925.25	8,925.25	-	8,925.25	-
	B04116		Vapor Barrier/Concrete Brick	Ankeny Laydown	2	$428.48	$0.00	428.48	428.48	-	428.48	-
	B04127		Concrete Brick Return	Ankeny Laydown	2	($9.48)	$0.00	(9.48)	(9.48)	-	(9.48)	-
	32217		Valves	Ankeny Laydown	2	$890.00	$0.00	890.00	890.00	-	890.00	-
	App 1		Well Pump	Peerless Shop	2	$88,217.00	$0.00	88,217.00	88,217.00		88,217.00	-
	R607303		12 Piping	Ankeny Laydown	2	$2,100.00	$0.00	2,100.00	2,100.00	-	2,100.00	-
	R814324		Inside Piping	Ankeny Laydown	2	$85.00	$0.00	85.00	85.00	-	85.00	-
	324074		Doors	Doors Inc Shop	2	$20,932.00	$0.00	20,932.00	20,932.00	-	20,932.00	-
	325866		Doors	Doors Inc Shop	2	$9,976.00	$0.00	9,976.00	9,976.00	-	9,976.00	-
	32482		Check Valve	Ankeny Laydown	2	$16,375.00	$0.00	16,375.00	16,375.00	-	16,375.00	-
	25607258		PreCast	Ankeny Laydown	2	$15,445.00	$0.00	15,445.00	15,445.00	-	15,445.00	-
	R951173		Trumbull (Pipe Stands)	Ankeny Laydown	3	$1,776.25	$0.00	1,776.25	1,776.25	-	1,776.25	-
	R895970		Chem Process Piping	Ankeny Laydown	3	$3,294.20	$0.00	3,294.20	3,294.20		3,294.20	-
	E3-25887		transfer switch	ankeny Lay down	5	$58,902.87	$0.00	58,902.87	58,902.87	-	58,902.87	-
	13268.1		Balance Baski Valve	Ankeny Lay down	8	$0.00	$0.00	60,956.00	60,956.00		60,956.00	-
	6633B		SMEUSA	Peerless Shop	8	$0.00	$0.00	88,140.00	88,140.00		88,140.00	-
								-			-	-
								-			-	-
								-			-	-
						$0.00	$0.00	-			-	-
					Totals	$ 326,216.01	$ -	$ 475,312.01	$ 475,312.01	$ -	$ 475,312.01	$ -

EJCDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

Owner:	City of Ankeny	**Owner's Project No.:**	
Engineer:	FOX Strand	**Engineer's Project No.:**	3379-20A.600
Contractor:	WRH, Inc.	**Contractor's Project No.:**	2202-00-1389
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			
Application No.:	10	**Application Date:**	6/30/2023
Application Period:	**From** 6/1/2023	**to**	6/30/2023

1. Original Contract Price					$ 2,989,800.00
2. Net change by Change Orders					$ -
3. Current Contract Price (Line 1 + Line 2)					$ 2,989,800.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)					$ 2,934,350.00
5. Retainage					
a. 5%	X	$ 2,934,350.00	Work Completed =	$ 146,717.50	
b. 5%	X	$ -	Stored Materials =	$ -	
c. Total Retainage (Line 5.a + Line 5.b)					$ 146,717.50
6. Amount eligible to date (Line 4 - Line 5.c)					$ 2,787,632.50
7. Less previous payments (Line 6 from prior application)					$2,771,482.50
8. Amount due this application					$ 16,150.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)					$ 202,167.50

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: WRH Inc
Signature: Bud Maynard **Date:** 6/30/2023

Recommended by Engineer		**Approved by Owner**	
By:	Daniel Willers	**By:**	Donald Clark
Title:	Project Engineer	**Title:**	Director of Municipal Utilities
Date:	6/30/2023	**Date:**	8/3/23
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
Finance

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Consider motion to approve the August 7, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
AP Recap
AP Check Report

CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
AUGUST 7, 2023

Fund		PAYMENTS
100	General Fund	$ 535,504.44
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	4,057.71
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	182,107.30
270	Seizure Fund	12,491.14
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	-
430	Library Foundation Fund	1,036.55
440	Park Dedication Trust Fund	-
445	Sports Complex Foundation Fund	-
446	Ankeny Garden Club	-
448	Miracle Park Fund	-
449	Dog Park Trust Fund	-
484	Civic Trust Fund	-
491	Ankeny Foundation Fund	-
500	Solid Waste Fund	-
510	Water Fund	949,394.31
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	598,397.54
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	25,956.41
590	Golf Course Fund	64,694.55
600-699	Enterprise Project Funds	980,193.74
710	Revolving Fund	58,774.04
720	Risk Management Fund	76,776.73
730	Health Insurance Fund	(21.16)
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	80,235.85
900	BAN/Bond Activity Fund	23,707.21
895-998	Capital Projects Funds	595,171.94
	Sub Total	$ 4,188,478.30
	Payroll Totals	1,554,917.52
	Service Transfers/ACH Drafts	(202,274.58)
	Agenda Payments Approved Separately	(1,529,777.90)
	Grand Total	$ 4,011,343.34

Honorable Mayor & City Council:

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

David A. Jones 8/3/23

City Manager Date

VENDOR SET: 01 City of Ankeny
BANK: * ALL BANKS
DATE RANGE: 7/20/2023 THRU 8/09/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/07/2023			243815		
C-CHECK	VOID CHECK	V	8/07/2023			243840		
C-CHECK	VOID CHECK	V	8/07/2023			243841		

* * 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	0.00	0.00	0.00	

TOTAL ERRORS: 0

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

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 7/20/2023 THRU 8/09/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711		BRIAN A STEINFELDT							
	I-230734	7/1-7/7/23 SOUTH ZONE	R	8/07/2023	4,667.22		243703		
	I-230735	7/1-7/7/23 NORTH ZONE	R	8/07/2023	4,174.29		243703		
	I-230736	7/1-7/7/23 HIGH PROFILE	R	8/07/2023	3,524.30		243703		
	I-230737	7/8-7/14/23 SOUTH ZONE	R	8/07/2023	4,667.22		243703		
	I-230738	07/08/23-07/14/23 NORTH ZONE	R	8/07/2023	5,306.72		243703		
	I-230739	07/08/23-07/14/23 HIGH PROFILE	R	8/07/2023	3,524.30		243703		
	I-230740	7/14-7/21/23 SOUTH ZONE	R	8/07/2023	4,667.22		243703		
	I-230741	7/14-7/21/23 NORTH ZONE MOW	R	8/07/2023	5,306.72		243703		
	I-230742	7/14-7/21/23 HIGH PROFILE	R	8/07/2023	3,524.30		243703		39,362.29
					*** VENDOR TOTALS ***		1 CHECKS		39,362.29
009135		TIMOTHY M SMITH							
	I-CRO128291	PORTABLE RESTROOMS-RAGBRAI	R	8/07/2023	11,900.00		243704		11,900.00
					*** VENDOR TOTALS ***		1 CHECKS		11,900.00
001844		A TECH INC-TCI							
	I-590479	INSPECT/TEST/TAG - FS#2	E	8/09/2023	269.00		007623		
	I-590488	SMOKE DETECTOR REPLACE - PD	E	8/09/2023	225.00		007623		
	I-590777	FIRE SYS SVC CALL -OCP	E	8/09/2023	243.80		007623		737.80
					*** VENDOR TOTALS ***		1 CHECKS		737.80
008725		A-PLUS LAWN & LANDSCAPE-ANKENY							
	I-132755	SW CHERRY GLEN DIFFUSER	R	8/07/2023	325.00		243705		
	I-1421794	MONTHLY BASIN TREATMENTS	R	8/07/2023	3,890.30		243705		4,215.30
					*** VENDOR TOTALS ***		1 CHECKS		4,215.30
003881		ACADEMY ROOFING & SHEET							
	I-26849	ROOF REPAIRS - FS#1	R	8/07/2023	521.46		243706		521.46
					*** VENDOR TOTALS ***		1 CHECKS		521.46
008578		ACCESS TECHNOLOGIES INC							
	I-INV1398346	5/31/23-6/29/23 STATEMENT	R	8/07/2023	2,287.48		243707		2,287.48
					*** VENDOR TOTALS ***		1 CHECKS		2,287.48
000003		ACCO UNLIMITED CORP							
	I-0233574-IN	CHEMICALS - CFAC	R	8/07/2023	3,871.20		243708		
	I-0233836-IN	CHEMICALS -CFAC	R	8/07/2023	3,789.70		243708		
	I-0234075-IN	CHEMICALS-PRAC	R	8/07/2023	812.00		243708		
	I-0234076-IN	CHEMICALS -CFAC	R	8/07/2023	3,069.20		243708		
	I-0234157-IN	CHEMICALS - PRAC	R	8/07/2023	761.60		243708		
	I-0234306-IN	CHEMICALS CFAC	R	8/07/2023	3,134.10		243708		
	I-0234307-IN	CHEMICALS -PRAC	R	8/07/2023	531.20		243708		
	I-0234392-IN	CHEMICALS-PRAC	R	8/07/2023	630.40		243708		
	I-0234522-IN	CHEMICALS-PRAC	R	8/07/2023	620.40		243708		
	I-0234546-IN	CHEMICALS - CFAC	R	8/07/2023	3,522.30		243708		
	I-0234547-IN	CHEMICALS-PRAC	R	8/07/2023	1,414.80		243708		
	I-0234626-IN	CHEMICALS - CFAC	R	8/07/2023	223.40		243708		

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 7/20/2023 THRU 8/09/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-0234631-IN	CHEMICALS -PRAC	R	8/07/2023	564.80		243708		
	I-0234793-IN	CHEMICALS-CFAC	R	8/07/2023	2,418.90		243708		
	I-0234794-IN	CHEMICALS - PRAC	R	8/07/2023	626.80		243708		
	I-0234940-IN	LIFEGUARD CHAIR-CFAC	R	8/07/2023	360.59		243708		26,351.39
					*** VENDOR TOTALS ***		1 CHECKS		26,351.39
000164		G & S HARDWARE INC							
	I-209054/2	SHOVEL - ENG	R	8/07/2023	33.99		243709		
	I-209055/2	CONCRETE ANCHORS-PKS	R	8/07/2023	47.89		243709		
	I-209082/2	FLAG POLE REPAIR PARTS-PKS	R	8/07/2023	120.93		243709		
	I-209099/2	FASTENERS/HORNET KILLER-PRSC	R	8/07/2023	43.78		243709		
	I-209100/2	FASTENERS - PRSC	R	8/07/2023	14.32		243709		
	I-209101/2	KEYS FOR DROP IN -PKS	R	8/07/2023	52.89		243709		313.80
					*** VENDOR TOTALS ***		1 CHECKS		313.80
005541		ACUSHNET COMPANY							
	C-916097890	CR: MERCH FOR RESALE-OC	R	8/07/2023	161.00CR		243710		
	I-915106372	MERCH FOR RESALE-OC	R	8/07/2023	1,130.28		243710		
	I-915213492	MERCH FOR RESALE-OC	R	8/07/2023	4,706.39		243710		
	I-915320377	MERCH FOR RESALE -OC	R	8/07/2023	402.88		243710		
	I-915870876	MERCH FOR RESALE -OC	R	8/07/2023	133.22		243710		
	I-915966454	MERCH FOR RESALE -OC	R	8/07/2023	255.52		243710		
	I-915989280	MERCH FOR RESALE -OC	R	8/07/2023	2,074.47		243710		
	I-915989281	MERCH FOR RESALE-OC	R	8/07/2023	391.53		243710		
	I-915999313	MERCH FOR RESALE -OC	R	8/07/2023	1,875.00		243710		
	I-916008549	MERCH FOR RESALE -OC	R	8/07/2023	133.21		243710		
	I-916017053	MERCH FOR RESALE -OC	R	8/07/2023	333.00		243710		
	I-916049901	MERCH FOR RESALE -OC	R	8/07/2023	133.21		243710		
	I-916050623	MERCH FOR RESALE -OC	R	8/07/2023	447.42		243710		
	I-916072491	MERCH FOR RESALE-OC	R	8/07/2023	635.88		243710		
	I-916146057	S.O. MERCH FOR RESALE	R	8/07/2023	262.02		243710		
	I-916184562	MERCH FOR RESALE-OC	R	8/07/2023	1,976.03		243710		14,729.06
					*** VENDOR TOTALS ***		1 CHECKS		14,729.06
008252		D H PACE COMPANY INC							
	I-SVC/271-79266	LUBRICATE DOOR - FS#1	E	8/09/2023	501.50		007665		501.50
					*** VENDOR TOTALS ***		1 CHECKS		501.50
011830		DOE ADOVOR							
	I-7/18/2023	7/18/23 MILEAGE REIMBURSEMENT	E	8/09/2023	32.75		007709		32.75
					*** VENDOR TOTALS ***		1 CHECKS		32.75
000026		AHLERS & COONEY PC							
	I-847503	SVCS 6/15/23 DEL GRND STOR RSV	E	8/09/2023	1,900.00		007597		
	I-848139	SVCS 7/15/23 URBAN RENEWAL	E	8/09/2023	1,221.00		007597		
	I-849244	2023B GO BONDS	E	8/09/2023	23,707.21		007597		26,828.21
					*** VENDOR TOTALS ***		1 CHECKS		26,828.21

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011649		AHS RESCUE LLC							
	I-30612	ROPE RESCUE EQUIP	E	8/09/2023	1,508.92		007686		1,508.92
					*** VENDOR TOTALS ***		1 CHECKS		1,508.92
011364		LEANNE SUE OTTING							
	I-720	AIRBRUSH TATTOOS -P&R	R	8/07/2023	300.00		243711		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
000226		AIRGAS NORTH CENTRAL INC							
	C-9702918109	CR: TAX ON INV 9138844145	R	8/07/2023	14.48CR		243712		
	C-9702918110	CR: TAX ON INV 9138844146	R	8/07/2023	0.56CR		243712		
	C-9702918111	CR: TAX ON INV 9138844147	R	8/07/2023	0.19CR		243712		
	C-9702918112	CR: TAX ON INV 9138844148	R	8/07/2023	2.05CR		243712		
	C-9702936315	CR: TAX REFUND INV 9139057580	R	8/07/2023	0.42CR		243712		
	I-5500008846	CYLINDER RENTAL - PKS	R	8/07/2023	1.95		243712		
	I-5500008847	CYLINDER RENTALS - CG	R	8/07/2023	3.90		243712		
	I-5500009353	CYLINDER RENTALS - CG	R	8/07/2023	52.65		243712		
	I-5500009354	CYLINDER RENTALS - FD	R	8/07/2023	72.67		243712		
	I-9138844145	OXYGEN - FD	R	8/07/2023	255.78		243712		
	I-9138844146	OXYGEN - FD	R	8/07/2023	9.86		243712		
	I-9138844147	OXYGEN - FD	R	8/07/2023	3.29		243712		
	I-9138844148	OXYGEN - FD	R	8/07/2023	36.15		243712		
	I-9139057580	OXYGEN - FD	R	8/07/2023	7.42		243712		
	I-9139799923	OXYGEN - FD	R	8/07/2023	18.60		243712		444.57
					*** VENDOR TOTALS ***		1 CHECKS		444.57
008251		ALADTEC INC							
	I-INV00272383	SCHEDULING SOFTWARE RENEW	R	8/07/2023	5,686.82		243713		5,686.82
					*** VENDOR TOTALS ***		1 CHECKS		5,686.82
000032		ALL MAKES OFFICE INTERIORS							
	I-310818	OFFICE FURNITURE/RECONFIG	E	8/09/2023	51,538.16		007598		51,538.16
					*** VENDOR TOTALS ***		1 CHECKS		51,538.16
009262		AMAZON CAPITAL SERVICES INC							
	C-13RY-M43J-1JHF	CR: MULTIMEDIA -KL	E	8/09/2023	0.70CR		007673		
	C-1FRT-GXFK-4RP9	CR: BATTERY BACKUP -MU	E	8/09/2023	146.99CR		007673		
	C-1GQJ-6KNH-GYHQ	CR: MULTIMEDIA	E	8/09/2023	1.02CR		007673		
	I-113N-WKP3-46L7	BATTERY - MU	E	8/09/2023	123.00		007673		
	I-13FR-36FK-J1WJ	FILE FOLDERS - HR	E	8/09/2023	86.31		007673		
	I-13W7-7163-DGP3	SNAP CIRCUITS - KL	E	8/09/2023	58.67		007673		
	I-13WT-P4WL-T9T6	MULTIMEDIA-KL	E	8/09/2023	61.95		007673		
	I-13YW-7MMR-JGRH	SAFETY BLADE - FD	E	8/09/2023	211.96		007673		
	I-14MF-R1YF-T6MM	MULTIMEDIA - KL	E	8/09/2023	42.92		007673		
	I-14QN-MYQR-DWX6	MULTIMEDIA - KL	E	8/09/2023	12.98		007673		
	I-14T9-6QDC-9Y6P	MULTIMEDIA -KL	E	8/09/2023	702.65		007673		
	I-19DJ-QLJQ-H337	MULTIMEDIA - KL	E	8/09/2023	25.98		007673		
	I-19NK-TJ1P-V4CY	KEY TAGS - PD	E	8/09/2023	14.99		007673		

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	I-19NK-TJ1P-XRHT	FLASH DRIVES - PD	E	8/09/2023	121.22		007673		
	I-19NT-PLPH-NTLT	SOCCER SUPPLIES P&R	E	8/09/2023	484.98		007673		
	I-1C97-4W9V-PJWC	MULTIMEDIA -KL	E	8/09/2023	80.54		007673		
	I-1DJ7-CNMC-CCGL	WOODEN ART PACKS-KL	E	8/09/2023	17.98		007673		
	I-1FPQ-VR9G-DD93	MULTIMEDIA -KL	E	8/09/2023	81.87		007673		
	I-1FQT-TLGC-CJM4	DESK ACCESSORIES - CD	E	8/09/2023	34.79		007673		
	I-1FRG-4YYQ-V6TK	COLORING BOOKS - P&R	E	8/09/2023	58.90		007673		
	I-1GVT-94RW-Q9MF	DRAWSTRING BAGS-P&R	E	8/09/2023	591.89		007673		
	I-1GXF-7HKX-QNNF	STNDRD SUCTION REACHER-PRSC	E	8/09/2023	218.87		007673		
	I-1H43-Q7L4-VDGT	RUBBER BELT/BATTERY-PRSC	E	8/09/2023	99.26		007673		
	I-1HFQ-7KKF-LQ79	MISC BOOKS - KL	E	8/09/2023	78.64		007673		
	I-1HMF-NVCN-1KM4	MULTIMEDIA - KL	E	8/09/2023	82.86		007673		
	I-1HYG-R6TC-73VN	MULTIMEDIA - KL	E	8/09/2023	82.87		007673		
	I-1J6K-J43Q-VLLN	MISC BOOKS - KL	E	8/09/2023	19.22		007673		
	I-1L9L-XMJJ-H3F6	KICKBALLS - P&R	E	8/09/2023	79.92		007673		
	I-1L9L-XMJJ-JWX1	POWER CORD/USB CBL-RAGBRAI PD	E	8/09/2023	370.96		007673		
	I-1LPP-RP4T-CX6M	MISC BOOKS - KL	E	8/09/2023	224.47		007673		
	I-1MF9-LYY6-6CDD	MULTIMEDIA - KL	E	8/09/2023	60.37		007673		
	I-1MTK-K94Y-K1YX	TEMP SENSOR - PD K9	E	8/09/2023	149.00		007673		
	I-1MXP-JYWY-Y99P	MULTIMEDIA - KL	E	8/09/2023	117.89		007673		
	I-1NLF-91PP-GHQV	LAMINATOR SHEETS/BAGS/FVRS-KL	E	8/09/2023	471.75		007673		
	I-1NRP-3LXN-HJPG	FILE FOLDERS - PSB	E	8/09/2023	20.24		007673		
	I-1P7N-T4R1-TMCH	STRING -KL	E	8/09/2023	40.66		007673		
	I-1QF3-CVD9-CFHT	BACK UPS - MU	E	8/09/2023	146.99		007673		
	I-1QL3-G64W-CLWG	MULTIMEDIA -KL	E	8/09/2023	11.99		007673		
	I-1QXD-GQ9X-DWQH	FATHERS DAY MAGNETS - KL	E	8/09/2023	191.88		007673		
	I-1RHV-7C11-1PCV	CHARGER - MU	E	8/09/2023	73.82		007673		
	I-1RWF-1RR7-PMD6	FILE FOLDERS - PW	E	8/09/2023	19.63		007673		
	I-1TKL-T99C-XFV9	MULTIMEDIA - KL	E	8/09/2023	27.67		007673		
	I-1VJ3-6XXJ-H7R7	SPEED/AGILITY RINGS -KL	E	8/09/2023	18.82		007673		
	I-1VJ3-6XXJ-HV7G	ORGANIZERS - PD	E	8/09/2023	149.72		007673		
	I-1WG4-LVFW-X3TC	LAMINATING SUPPLIES -KL	E	8/09/2023	156.00		007673		
	I-1WN6-MKJX-JJW1	MISC BOOKS - KL	E	8/09/2023	126.89		007673		
	I-1XQG-C6P3-9YXY	DRONE - PD	E	8/09/2023	74.78		007673		
	I-1Y3F-JVCW-JP9K	BATTERY BACKUPS - MU	E	8/09/2023	146.99		007673		
	I-1Y9N-6C7P-XF63	MULTIMEDIA - KL	E	8/09/2023	24.16		007673		
	I-1YK3-3WDY-9NYJ	TRANSPARENCY FILMS - PD	E	8/09/2023	66.52		007673		6,017.71
					*** VENDOR TOTALS ***		1 CHECKS		6,017.71
000038		AMERICAN RED CROSS							
	I-22607423	7/07/23 LIFEGUARDING - AC	R	8/07/2023	168.00		243714		168.00
					*** VENDOR TOTALS ***		1 CHECKS		168.00

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002676		ANIMAL RESCUE LEAGUE							
	I-INV0082	JUNE 2023 ANIMAL INTAKE	E	8/09/2023	2,875.00		007634		2,875.00
					*** VENDOR TOTALS ***		1 CHECKS		2,875.00
000043		ANKENY COMMUNITY SCHOOLS							
	I-FY24 #2 AUG GYM	AUG 2023 GYM USE PAYMENT	R	8/07/2023	5,700.00		243715		5,700.00
					*** VENDOR TOTALS ***		1 CHECKS		5,700.00
004201		TSJM TOWING SERVICE LLC							
	I-23-55158	UNIT #935 TOW/HOOK FEE	R	8/07/2023	88.00		243716		88.00
					*** VENDOR TOTALS ***		1 CHECKS		88.00
001270		ANKENY VOLLEYBALL ASSOCIATION							
	I-07/23/2023 VB	07/23/2023 MAD ATTER VB	R	8/07/2023	626.00		243717		626.00
					*** VENDOR TOTALS ***		1 CHECKS		626.00
000057		ARNOLD MOTOR SUPPLY							
	I-15NV155867	SPARK PLUG - PKS	R	8/07/2023	2.57		243718		
	I-15NV156364	TEE WRAP - PRSC	R	8/07/2023	71.98		243718		74.55
					*** VENDOR TOTALS ***		1 CHECKS		74.55
008024		AUREON COMMUNICATIONS LLC							
	I-07/2023	07/01/23-07/31/23 STATEMENT	E	8/09/2023	943.55		007662		943.55
					*** VENDOR TOTALS ***		1 CHECKS		943.55
011753		BAD BIRDIE LLC							
	I-IN00164961	STOCK MERCH FOR RESALE-OCPRO	E	8/09/2023	400.00		007688		400.00
					*** VENDOR TOTALS ***		1 CHECKS		400.00
000067		BAKER & TAYLOR INC							
	I-2037652418	MISC BOOKS - KL	E	8/09/2023	1,256.96		007600		
	I-2037657101	MISC BOOKS - KL	E	8/09/2023	319.48		007600		
	I-2037658855	MULTIMEDIA-KL	E	8/09/2023	12.65		007600		
	I-2037660111	MISC BOOKS - KL	E	8/09/2023	578.42		007600		
	I-2037665251	MISC BOOKS - KL	E	8/09/2023	335.03		007600		
	I-2037669106	MISC BOOKS-KL	E	8/09/2023	226.26		007600		
	I-2037679859	MISC BOOKS -KL	E	8/09/2023	375.77		007600		
	I-2037682335	MISC BOOKS -KL	E	8/09/2023	1,784.05		007600		4,888.62
					*** VENDOR TOTALS ***		1 CHECKS		4,888.62
011874		BARKPASS, LLC							
	I-23386200-0002	6/4-7/1/23 BARKPASS SUBSCRIPT	R	8/07/2023	129.70		243719		
	I-23386200-0003	FY24 BARKPASS SUBSCRIPT	R	8/07/2023	1,788.00		243719		1,917.70
					*** VENDOR TOTALS ***		1 CHECKS		1,917.70

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008985		SCOTT ALAN BASS							
	I-7/18/2023	BACKFLOW LICENSE REIMBURSEMENT	E	8/09/2023	72.00		007698		72.00
					*** VENDOR TOTALS ***		1 CHECKS		72.00
011885		THEODORE BAXTER							
	I-7/19/2023	STORMWATER BMP REIMBURSEMENT	R	8/07/2023	75.00		243720		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
006864		BELSON OUTDOORS LLC							
	I-338890	DROP IN EQUIPMENT-PKS	R	8/07/2023	4,351.49		243721		4,351.49
					*** VENDOR TOTALS ***		1 CHECKS		4,351.49
006349		HY-VEE INC-BDI							
	I-57960	ALCOHOL FOR RESALE- OC	R	8/07/2023	959.23		243722		
	I-58809	ALCOHOL FOR RESALE-OC	R	8/07/2023	1,332.02		243722		2,291.25
					*** VENDOR TOTALS ***		1 CHECKS		2,291.25
007073		BIOBAG AMERICAS INC							
	I-INV499783	DOG WASTE BAGS-PKS	R	8/07/2023	1,644.00		243723		1,644.00
					*** VENDOR TOTALS ***		1 CHECKS		1,644.00
005950		BLACKSTONE AUDIO INC							
	I-2109268	MULTIMEDIA/SHELF SVCS-KL	R	8/07/2023	41.95		243724		
	I-2109409	MULTIMEDIA/SHELF SVCS-KL	R	8/07/2023	25.84		243724		
	I-2109589	MULTIMEDIA/SHELF SVCS-KL	R	8/07/2023	37.95		243724		
	I-2110676	MULTIMEDIA/SHELF SVCS-KL	R	8/07/2023	39.54		243724		
	I-2110698	MULTIMEDIA/SHELF SVCS-KL	R	8/07/2023	552.30		243724		697.58
					*** VENDOR TOTALS ***		1 CHECKS		697.58
003947		BOB BROWN GMC INC							
	I-39617	UNIT #201 PARTS	E	8/09/2023	586.37		007641		
	I-39679	UNIT #99 PARTS	E	8/09/2023	107.78		007641		
	I-435022	UNIT #99 REPAIRS	E	8/09/2023	836.42		007641		1,530.57
					*** VENDOR TOTALS ***		1 CHECKS		1,530.57
007515		EFFLUENT INC							
	I-I8019	6/1-6/30/23 RENTALS-PRSC	R	8/07/2023	374.00		243725		
	I-I8021	6/1-6/30/23 RENTALS -PKS	R	8/07/2023	743.00		243725		1,117.00
					*** VENDOR TOTALS ***		1 CHECKS		1,117.00
009283		BOLTON & MENK, INC							
	I-0315077 #4	PAY 4-NW PR RDG/ASH/9TH STDY	R	8/07/2023	5,047.00		243726		5,047.00
					*** VENDOR TOTALS ***		1 CHECKS		5,047.00

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008100		BOMGAARS SUPPLY INC							
	I-65114116	BOOTS - MU	R	8/07/2023	119.99		243727		119.99
					*** VENDOR TOTALS ***		1 CHECKS		119.99
009487		BOOT BARN INC							
	I-INV00276437	BOOTS -KAUFMAN	E	8/09/2023	107.99		007676		
	I-INV00276438	HI VIS JACKETS - MU	E	8/09/2023	287.98		007676		395.97
					*** VENDOR TOTALS ***		1 CHECKS		395.97
005174		BOUND TREE MEDICAL LLC							
	I-85010721	EMS SUPPLIES - FD	R	8/07/2023	516.51		243728		
	I-85012940	EMS SUPPLIES - FD	R	8/07/2023	513.69		243728		
	I-85014550	EMS SUPPLIES - FD	R	8/07/2023	279.19		243728		
	I-85016097	EMS SUPPLIES - FD	R	8/07/2023	380.28		243728		
	I-85017589	EMS SUPPLIES - FD	R	8/07/2023	79.08		243728		
	I-85019596	AIRWAY MANIKIN - FD	R	8/07/2023	1,429.05		243728		
	I-85019597	EMS SUPPLIES - FD	R	8/07/2023	132.19		243728		
	I-85019598	EMS SUPPLIES - FD	R	8/07/2023	1,689.73		243728		
	I-85021309	EMS SUPPLIES - FD	R	8/07/2023	283.80		243728		
	I-85021310	EMS SUPPLIES - FD	R	8/07/2023	497.50		243728		
	I-85022991	EMS SUPPLIES - FD	R	8/07/2023	412.50		243728		
	I-85022992	EMS SUPPLIES - FD	R	8/07/2023	84.02		243728		
	I-85024415	EMS SUPPLIES - FD	R	8/07/2023	75.42		243728		
	I-85029334	EMS SUPPLIES - FD	R	8/07/2023	1,132.79		243728		
	I-85030851	EMS SUPPLIES - FD	R	8/07/2023	497.50		243728		
	I-85030852	EMS SUPPLIES - FD	R	8/07/2023	3,220.88		243728		11,224.13
					*** VENDOR TOTALS ***		1 CHECKS		11,224.13
000127		BRICK GENTRY PC							
	I-399442	5/25/2023 STATEMENT 224.011	R	8/07/2023	1,125.00		243729		
	I-401251	06/25/2023 STATEMENT 224.001	R	8/07/2023	2,445.00		243729		
	I-401254	6/25/2023 STATEMENT 224.011	R	8/07/2023	2,615.00		243729		
	I-402846	7/25/2023 STATEMENT 224.001	R	8/07/2023	1,515.00		243729		
	I-402851	7/25/2023 STATEMENT 224.014	R	8/07/2023	990.00		243729		8,690.00
					*** VENDOR TOTALS ***		1 CHECKS		8,690.00
011451		BRIDGESTONE GOLF, INC							
	I-INV-1003179125	STOCK MERCH FOR RESALE-OC	E	8/09/2023	795.16		007680		
	I-INV-1003179126	STOCK MERCH FOR RESALE-OC	E	8/09/2023	795.16		007680		1,590.32
					*** VENDOR TOTALS ***		1 CHECKS		1,590.32
008738		BULB GUY LIGHTING							
	I-19841	BULBS - KL	E	8/09/2023	40.02		007668		
	I-19855	BULBS - PW	E	8/09/2023	340.00		007668		380.02
					*** VENDOR TOTALS ***		1 CHECKS		380.02

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004126		CALHOUN-BURNS AND							
	I-2023162.00-2	ANNUAL BRIDGE INSPECTION	R	8/07/2023	1,966.00		243730		1,966.00
					*** VENDOR TOTALS ***		1 CHECKS		1,966.00
011669		CAMPBELL SUPPLY CO INC							
	I-INV-00446616	PACKOUT KIT/BTTRY/FUEL BLWR-FD	R	8/07/2023	583.92		243731		583.92
					*** VENDOR TOTALS ***		1 CHECKS		583.92
000385		CAPITAL CITY EQUIPMENT CO							
	I-37433D	UNIT #234 PARTS	E	8/09/2023	174.33		007608		
	I-67107D	UNIT #202 PARTS	E	8/09/2023	367.47		007608		541.80
					*** VENDOR TOTALS ***		1 CHECKS		541.80
011823		CAPITAL LANDSCAPING							
	I-34242	UPTOWN LANDSCAPING	E	8/09/2023	29,215.00		007689		29,215.00
					*** VENDOR TOTALS ***		1 CHECKS		29,215.00
000453		CARQUEST AUTO PARTS							
	I-2330-796601	FUEL FILTER - CG	R	8/07/2023	7.86		243732		7.86
					*** VENDOR TOTALS ***		1 CHECKS		7.86
005278		CDW GOVERNMENT							
	I-KS43273	CROWDSTRIKE EDR SPOTLIGHT	E	8/09/2023	10,750.00		007650		10,750.00
					*** VENDOR TOTALS ***		1 CHECKS		10,750.00
004613		CENTRAL IOWA DISTRIBUTING							
	I-241565	HAND SOAP - PRSC	E	8/09/2023	348.00		007644		
	I-241876	JANITORIAL SUPPLIES	E	8/09/2023	1,524.00		007644		1,872.00
					*** VENDOR TOTALS ***		1 CHECKS		1,872.00
011409		CENTRAL MCGOWAN INC							
	I-0000249354	BEVERAGES FOR RESALE-OC	E	8/09/2023	30.00		007679		
	I-0000730528	BEVERAGES FOR RESALE-OC	E	8/09/2023	63.95		007679		93.95
					*** VENDOR TOTALS ***		1 CHECKS		93.95
003072		QWEST CORPORATION							
	I-07/04/2023	07/2023 STATEMENT - TRFC	R	8/07/2023	100.89		243733		100.89
					*** VENDOR TOTALS ***		1 CHECKS		100.89
000426		CERTIFIED POWER INC							
	I-40525267	WINTER VEHICLE MAINT - PW	R	8/07/2023	375.00		243734		
	I-40589564	WINTER MAINT SUPPLIES - PW	R	8/07/2023	210.75		243734		585.75
					*** VENDOR TOTALS ***		1 CHECKS		585.75

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011889		BROCK CHRISTIAN							
	I-08/07/23 LAND IMP	LANDSCAPING/LAND IMPROVEMENTS	R	8/07/2023	17,234.00		243735		
	I-08/07/23 TEMP	PERMANENT EASEMENT	R	8/07/2023	1,295.00		243735		18,529.00
					*** VENDOR TOTALS ***		1 CHECKS		18,529.00
010049		CINTAS CORPORATION							
	I-5167057495	FIRST AID SUPPLIES - MU	R	8/07/2023	29.11		243736		29.11
					*** VENDOR TOTALS ***		1 CHECKS		29.11
011576		CINTAS CORPORATION							
	I-4161413156	MAT RENTALS - ACC	R	8/07/2023	64.61		243737		
	I-4161413433	BANQUET SUPPLY RENTALS-OC	R	8/07/2023	170.71		243737		
	I-4161877168	MAT RENTALS -AC	R	8/07/2023	64.61		243737		299.93
					*** VENDOR TOTALS ***		1 CHECKS		299.93
002726		CITY OF DES MOINES TREASURY							
	I-131606	FY24 #2 WRA MONTHLY ALLOCATION	R	8/07/2023	563,129.90		243738		563,129.90
					*** VENDOR TOTALS ***		1 CHECKS		563,129.90
002356		CITY OF WEST DES MOINES							
	I-PD-2024-00050002	SERT ANNUAL IN-SERVICE	R	8/07/2023	2,560.95		243739		2,560.95
					*** VENDOR TOTALS ***		1 CHECKS		2,560.95
011531		CIVICPLUS, LLC							
	I-262693	WEBSITE CONTRACT	E	8/09/2023	16,329.28		007683		16,329.28
					*** VENDOR TOTALS ***		1 CHECKS		16,329.28
001732		ROGER CLEVELAND GOLF CO INC							
	I-7524291 SO	SPECIAL ORDER MERCH - OC	R	8/07/2023	120.95		243740		
	I-7549760 SO	SPECIAL ORDER MERCH -OC	R	8/07/2023	58.40		243740		
	I-7551844 SO	SPECIAL ORDER MERCH -OC	R	8/07/2023	565.85		243740		745.20
					*** VENDOR TOTALS ***		1 CHECKS		745.20
007740		COBRA GOLF INCORPORATED							
	I-X730854	MERCH FOR RESALE - OC	R	8/07/2023	1,022.73		243741		1,022.73
					*** VENDOR TOTALS ***		1 CHECKS		1,022.73
007852		LEE COLE							
	I-07/2023 MAGIC	07/2023 MAGIC CAMP	R	8/07/2023	595.00		243742		
	I-07/25/23-07/27/23	7/25-7/27/23 MAGIC CAMP	R	8/07/2023	440.00		243742		1,035.00
					*** VENDOR TOTALS ***		1 CHECKS		1,035.00
006208		COMPASS BUSINESS SOLUTIONS							
	I-197747C	CHECK STOCK	R	8/07/2023	2,874.45		243743		2,874.45
					*** VENDOR TOTALS ***		1 CHECKS		2,874.45

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001440		COMPETITIVE EDGE							
	I-P0415249	SHIRTS - FD	R	8/07/2023	340.32		243744		340.32
					*** VENDOR TOTALS ***		1 CHECKS		340.32
011627		CONCRETE POLYFIX, INC							
	I-2210-1210-1685	CONCRETE REPAIR	E	8/09/2023	3,245.00		007685		3,245.00
					*** VENDOR TOTALS ***		1 CHECKS		3,245.00
002992		CONSTRUCTION MATERIALS TESTING							
	I-46865	CYLINDER BREAKS - ENG	E	8/09/2023	396.00		007637		
	I-47125	CYLINDER BREAKS - ENG	E	8/09/2023	132.00		007637		
	I-47184	CYLINDER BREAKS - ENG	E	8/09/2023	66.00		007637		594.00
					*** VENDOR TOTALS ***		1 CHECKS		594.00
002559		CONSUMERS ENERGY							
	I-06/01/23-07/02/23	07/10/2023 STATEMENT-JUNE SVC	E	8/09/2023	2,656.97		007633		2,656.97
					*** VENDOR TOTALS ***		1 CHECKS		2,656.97
008408		CRAMER AND ASSOCIATES, INC							
	I-RTNG #16 HTT EXT	PAY16-RTNG HTT EXT-MAG/ORALBR	R	8/07/2023	30,000.00		243745		30,000.00
					*** VENDOR TOTALS ***		1 CHECKS		30,000.00
009110		PAIRADOCS P C							
	I-405741	7/2/23 EXAM/VACS/MED-CHARLIEPD	R	8/07/2023	832.72		243746		832.72
					*** VENDOR TOTALS ***		1 CHECKS		832.72
000808		CROCKER TOWNSHIP							
	I-2008-144 FY23	FY23 ORALABOR CEMETARY MAINT	R	8/07/2023	600.00		243747		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00
003533		5 TRAILS INC							
	I-18557	MEDALS -P&R	R	8/07/2023	1,087.75		243748		1,087.75
					*** VENDOR TOTALS ***		1 CHECKS		1,087.75
000146		CENTURY HOMES CO							
	I-68435IN	CHALK-PRSC	R	8/07/2023	1,428.00		243749		
	I-68874IN	BLOCKS/DURAPATCH-PRSC	R	8/07/2023	215.48		243749		
	I-68875IN	BACKLAPPING - OCM	R	8/07/2023	130.00		243749		
	I-69168IN	CHEMICALS-OCM	R	8/07/2023	4,408.21		243749		
	I-69169IN	FIELD MARKING POWDER-PRSC	R	8/07/2023	952.00		243749		
	I-69253IN	HERBICIDE - PKS	R	8/07/2023	300.00		243749		7,433.69
					*** VENDOR TOTALS ***		1 CHECKS		7,433.69

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001003		ED DANIELS							
	I-111721	FILTERS - PD	E	8/09/2023	255.03		007619		255.03
					*** VENDOR TOTALS ***		1 CHECKS		255.03
003099		DELL MARKETING L P							
	I-10683669156	REPLACEMENT BATTERY - IT	R	8/07/2023	86.00		243750		
	I-10684034843	PC FOR NEW WATER POSITION	R	8/07/2023	398.00		243750		484.00
					*** VENDOR TOTALS ***		1 CHECKS		484.00
008545		DEMARANVILLE INSTALLATIONS INC							
	I-023-416A	COMPRESSOR -OC	R	8/07/2023	1,650.00		243751		
	I-023-435A	AIR COMPRESSOR REPAIRS-MU	R	8/07/2023	200.00		243751		
	I-023-436A	SPRINKLER SYSTEM REPAIRS	R	8/07/2023	1,650.00		243751		
	I-023-465A	FIRE SPRINKLER REPAIRS-PW	R	8/07/2023	350.00		243751		3,850.00
					*** VENDOR TOTALS ***		1 CHECKS		3,850.00
000605		DEMCO INC							
	I-7331163	TAPE/JKT/JWL/CAP-KL	E	8/09/2023	375.24		007614		375.24
					*** VENDOR TOTALS ***		1 CHECKS		375.24
004623		DES MOINES AREA MPO							
	I-1163	MIPA ANNUAL DUES	R	8/07/2023	10,184.00		243752		10,184.00
					*** VENDOR TOTALS ***		1 CHECKS		10,184.00
000843		THE DES MOINES REGISTER							
	I-5728103	06/2023 LEGAL PUBLICATIONS	E	8/09/2023	2,457.72		007616		2,457.72
					*** VENDOR TOTALS ***		1 CHECKS		2,457.72
000160		DES MOINES WATER WORKS							
	I-000131 6/26/23	6/26/23 STATEMENT	R	8/07/2023	225.00		243753		
	I-000186 6/26/23	6/26/23 STATEMENT	R	8/07/2023	3,019.53		243753		
	I-005039 6/26/23	6/26/23 STATEMENT	R	8/07/2023	177,265.54		243753		
	I-005040 6/26/23	6/26/23 STATEMENT	R	8/07/2023	138,280.76		243753		
	I-084542 6/26/23	6/26/23 STATEMENT	R	8/07/2023	75.00		243753		
	I-084793 6/26/23	6/26/23 STATEMENT	R	8/07/2023	132,505.40		243753		
	I-099890 6/26/23	6/26/23 STATEMENT	R	8/07/2023	143,736.34		243753		
	I-101656 6/26/23	6/26/23 STATEMENT	R	8/07/2023	126,480.60		243753		721,588.17
					*** VENDOR TOTALS ***		1 CHECKS		721,588.17
001327		GL ANKENY LLC							
	I-DOCS284470	#921 REPAIRS	R	8/07/2023	1,781.14		243754		1,781.14
					*** VENDOR TOTALS ***		1 CHECKS		1,781.14

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000161		DEWEY FORD INC							
	I-608214 FOW	UNIT #801 STRAP ASY	R	8/07/2023	116.88		243755		116.88
					*** VENDOR TOTALS ***		1 CHECKS		116.88
011431		DINNER DELIGHTS							
	I-07/14/2023	07/14/2023 DINNER DELIGHTS	R	8/07/2023	381.00		243756		381.00
					*** VENDOR TOTALS ***		1 CHECKS		381.00
011881		ELIZABETH MYERS							
	I-07/2023 HULA HOOPS	SUMMER 23 HULA HOOP	R	8/07/2023	404.80		243757		404.80
					*** VENDOR TOTALS ***		1 CHECKS		404.80
004568		DOLL DISTRIBUTING LLC							
	C-612432	CR: ALCOHOL FOR RESALE-OC	E	8/09/2023	30.00CR		007643		
	I-1290903	ALCOHOL FOR RESALE - HAWKEYE	E	8/09/2023	719.60		007643		
	I-1293369	ALCOHOL FOR RESALE	E	8/09/2023	1,053.35		007643		
	I-1298267	ALCOHOL FOR RESALE-OC	E	8/09/2023	1,394.50		007643		
	I-1303510	ALCOHOL FOR RESALE-OC	E	8/09/2023	988.80		007643		4,126.25
					*** VENDOR TOTALS ***		1 CHECKS		4,126.25
002143		DOORS INC							
	I-336318	KEYS-AC	E	8/09/2023	130.00		007628		
	I-336397	GARAGE DOOR REPAIRS-PD	E	8/09/2023	300.00		007628		430.00
					*** VENDOR TOTALS ***		1 CHECKS		430.00
000759		JAY EASON							
	I-6/1-7/17/23 MILES	6/1-7/17/23 MILEAGE	E	8/09/2023	117.57		007615		117.57
					*** VENDOR TOTALS ***		1 CHECKS		117.57
002155		EASY PICKER GOLF PRODUCTS INC							
	I-0194182-IN	CREDIT CARD READERS-OCP	E	8/09/2023	2,090.47		007629		2,090.47
					*** VENDOR TOTALS ***		1 CHECKS		2,090.47
004995		ECHO GROUP INC							
	I-S010139528.001	STREETLIGHT REPAIR PARTS	E	8/09/2023	110.52		007646		110.52
					*** VENDOR TOTALS ***		1 CHECKS		110.52
011882		EDEN K9 CONSULTING & TRAINING							
	I-3512	KATS PLATINUM ANNUAL - PD K9	R	8/07/2023	174.00		243758		174.00
					*** VENDOR TOTALS ***		1 CHECKS		174.00
006319		EDWARD DON AND COMPANY							
	C-71210672	CR: CUPS -OC	R	8/07/2023	40.93CR		243759		
	C-71214344	CR: CUPS -OC	R	8/07/2023	33.95CR		243759		
	I-30518739	BANQUET SUPPLIES/PANS/SUPS-OC	R	8/07/2023	765.65		243759		690.77
					*** VENDOR TOTALS ***		1 CHECKS		690.77

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001411		ELECTRIC PUMP							
	I-0901698-IN	MOTOR REPAIR - MU	E	8/09/2023	369.25		007620		369.25
					*** VENDOR TOTALS ***		1 CHECKS		369.25
000185		ELECTRICAL ENGINEERING							
	I-8257842-00	TUNNEL LIGHTS - TRAFFIC	R	8/07/2023	950.06		243760		950.06
					*** VENDOR TOTALS ***		1 CHECKS		950.06
000186		ELECTRONIC ENGINEERING							
	I-80067490, 80067616	08/2023 STATEMENT - PARK MAINT	E	8/09/2023	296.50		007601		
	I-80067491, 80067617	08/2023 STATEMENT - PW	E	8/09/2023	930.00		007601		
	I-80067618, 80067492	08/2023 STATEMENT - MU	E	8/09/2023	440.50		007601		
	I-80067619	08/2023 STATEMENT-ENGINEERING	E	8/09/2023	26.50		007601		1,693.50
					*** VENDOR TOTALS ***		1 CHECKS		1,693.50
004235		FAITH BAPTIST BIBLE COLLEGE							
	I-07/2023 SOCCER	07/2023 HOT SHOTS SOCCER	E	8/09/2023	2,430.00		007642		2,430.00
					*** VENDOR TOTALS ***		1 CHECKS		2,430.00
002285		FASTENAL COMPANY							
	I-IADES431187	WATER MAINT SUPPLIES - MU	E	8/09/2023	112.34		007632		
	I-IADES431256	WATER MAINT SUPPLIES - MU	E	8/09/2023	272.62		007632		
	I-IADES431258	NITRILE GLOVES - CG	E	8/09/2023	24.84		007632		
	I-IADES431395	SALT AUGER MAINT SUPPLY - PW	E	8/09/2023	15.00		007632		
	I-IADES431416	SALT AUGER SUPPLIES - PW	E	8/09/2023	15.00		007632		439.80
					*** VENDOR TOTALS ***		1 CHECKS		439.80
008926		NICK FAZIO							
	I-07/03/2023 CDL	7/3/23 CDL LICENSE RENEWAL	E	8/09/2023	15.00		007697		15.00
					*** VENDOR TOTALS ***		1 CHECKS		15.00
000197		FEDERAL EXPRESS CORPORATION							
	I-8-190-01664	7/12/23 GROUND SHIPPING-MU	R	8/07/2023	85.03		243761		85.03
					*** VENDOR TOTALS ***		1 CHECKS		85.03
006858		FERGUSON ENTERPRISES INC #1657							
	I-0461763	METERS - MU	R	8/07/2023	54,000.00		243762		
	I-WW042652	PULLING CBL - MU	R	8/07/2023	352.85		243762		
	I-WW042844	WATER SYSTEM MAINT SUPPLS-MU	R	8/07/2023	41.15		243762		
	I-WW043047	FIRE HOSE ASSEMBLY - MU	R	8/07/2023	219.90		243762		54,613.90
					*** VENDOR TOTALS ***		1 CHECKS		54,613.90
008513		FREELAND CORPORATION							
	I-274304	BOND MULTIPURPOSE - P&R	E	8/09/2023	276.46		007667		276.46
					*** VENDOR TOTALS ***		1 CHECKS		276.46

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007648		DAIOHS USA INC							
	I-4567	COFFEE SERVICES - CH	E	8/09/2023	99.57		007660		
	I-5529	COFFEE SERVICES - PW	E	8/09/2023	99.57		007660		199.14
					*** VENDOR TOTALS ***		1 CHECKS		199.14
007455		FIRST NATIONAL BANK							
	I-20231101-FIRST	REFUND	R	8/07/2023	137.50		243763		137.50
					*** VENDOR TOTALS ***		1 CHECKS		137.50
006979		BECKY FORD							
	I-07/06/2023	ALL CITY PLAY DAY SUPPLIES	E	8/09/2023	247.01		007695		
	I-6/30/2023 WADERS	6/30/23 CHEST WADERS-PW	E	8/09/2023	137.79		007695		384.80
					*** VENDOR TOTALS ***		1 CHECKS		384.80
002078		FOTH & VAN DYKE LLC							
	I-84842	PRAIRIE TRAIL IV WETLAND	E	8/09/2023	1,652.50		007626		
	I-84978 #15	PAY 15-N 4MILE CRK TRUNK SWR	E	8/09/2023	2,963.58		007626		
	I-84980 #4	PAY 4-NW STATE STREET EXT	E	8/09/2023	21,666.10		007626		26,282.18
					*** VENDOR TOTALS ***		1 CHECKS		26,282.18
011377		STRAND ASSOCIATES, INC.							
	I-0199055 #27	PAY 27-ANKENY ASR	R	8/07/2023	7,324.25		243764		
	I-7020.013 #3	PAY 3-NE 36TH/NE38TH WTR MN LP	R	8/07/2023	12,363.50		243764		19,687.75
					*** VENDOR TOTALS ***		1 CHECKS		19,687.75
002635		FUN EXPRESS LLC							
	I-72549138401	CRAYONS/BAGS - P&R	R	8/07/2023	58.28		243765		58.28
					*** VENDOR TOTALS ***		1 CHECKS		58.28
000211		GALE							
	I-81539635	JULY BIOGRAPHY 2 PLAN	E	8/09/2023	51.73		007602		
	I-81539681	JULY CHRISTIAN ROMANCE 5 PLAN	E	8/09/2023	124.45		007602		
	I-81547056	JULY CHRISTIAN ROMANCE 4PLAN	E	8/09/2023	95.21		007602		
	I-81554866	JULY TOP SHELF 8 PLAN-KL	E	8/09/2023	161.94		007602		
	I-81554984	JULY HIGH OCTANE 8 PLAN	E	8/09/2023	160.44		007602		
	I-81555252	JULY DIVERSE VOICES 2 PLAN	E	8/09/2023	52.48		007602		
	I-81555508	JULY DYNAMIC DRAMA 5 PLAN	E	8/09/2023	110.96		007602		
	I-81583972	JULY MARCH AFRICAN AM 2 PLAN	E	8/09/2023	50.23		007602		
	I-81584059	JULY THRILLER/ADV/SUSP 3 PLAN	E	8/09/2023	80.22		007602		
	I-81584114	JULY AMISH FICTION 3 PLAN	E	8/09/2023	72.72		007602		
	I-81584163	JULY CLEAN READS 3 PLAN	E	8/09/2023	72.72		007602		
	I-81584499	JULY SOFTCOVER ROMANCE	E	8/09/2023	61.47		007602		
	I-81584594	JULY HISTORY FACT/FICTION 2	E	8/09/2023	52.48		007602		
	I-81590242	JULY WESTERN 2 PLAN -KL	E	8/09/2023	47.98		007602		
	I-81606987	JULY LG PRINT DIST 5 PLAN	E	8/09/2023	39.74		007602		1,234.77
					*** VENDOR TOTALS ***		1 CHECKS		1,234.77

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003712		GALLS, LLC							
	I-024985525	UNIFORMS - FD	R	8/07/2023	303.79		243766		
	I-025027206	UNIFORMS - FD	R	8/07/2023	45.99		243766		349.78
					*** VENDOR TOTALS ***		1 CHECKS		349.78
001775		GENERAL FIRE AND SAFETY							
	I-4749	MEDICINE CABINET SUPPLY - PSB	E	8/09/2023	100.05		007621		100.05
					*** VENDOR TOTALS ***		1 CHECKS		100.05
010891		THE NEW GOLF CARS OF IOWA							
	I-07/26/2023	CART TIRES - OC	R	8/07/2023	125.00		243767		125.00
					*** VENDOR TOTALS ***		1 CHECKS		125.00
000227		GRAINGER							
	I-9747210988	GREASE - MU	E	8/09/2023	458.44		007603		
	I-9761126508	HARD HAT/EAR MUFFS - MU	E	8/09/2023	72.17		007603		
	I-9761503508	KEY CABINET - MU	E	8/09/2023	36.23		007603		
	I-9765307922	SALT AUGER SUPPLIES - PW	E	8/09/2023	17.37		007603		
	I-9774941877	ORING - PD	E	8/09/2023	47.46		007603		
	I-9779619551	HVAC REPAIR SUPPLIES-PD	E	8/09/2023	152.56		007603		784.23
					*** VENDOR TOTALS ***		1 CHECKS		784.23
006348		GRAZIANO BROTHERS INC							
	I-237332	FOOD FOR RESALE - OC	E	8/09/2023	448.60		007656		448.60
					*** VENDOR TOTALS ***		1 CHECKS		448.60
000252		GRIMES ASPHALT AND PAVING CORP							
	I-24377	7/11/23 COLD MIX	R	8/07/2023	1,648.50		243768		1,648.50
000252		GRIMES ASPHALT AND PAVING CORP							
	I-PAY6FNL-DEL HMA	PAY 6 FINAL-DEL AVE HMA WDNG	R	8/07/2023	18,707.71		243769		18,707.71
000252		GRIMES ASPHALT AND PAVING CORP							
	I-RTNG-DEL HMA	RETAINAGE-DEL AVE HMA WDNG	R	8/07/2023	47,267.81		243770		47,267.81
					*** VENDOR TOTALS ***		3 CHECKS		67,624.02
009556		GROUP CREATIVE SERVICES, LLC							
	I-362	WATER TOWER ART	R	8/07/2023	4,000.00		243771		4,000.00
					*** VENDOR TOTALS ***		1 CHECKS		4,000.00
011883		MINDY GUERRA							
	I-07/18/23	STORMWATER BMP REIMBURSEMENT	R	8/07/2023	75.00		243772		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00

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005993		HANDLEY LAW FIRM							
	I-7/11/2023	JUNE 2023 SERVICES - PD	E	8/09/2023	11,740.00		007654		11,740.00
					*** VENDOR TOTALS ***		1 CHECKS		11,740.00
011884		TOM HARRIS							
	I-07/2023 UMPS	07/2023 SUMMERFEST SB UMPS	R	8/07/2023	128.00		243773		128.00
					*** VENDOR TOTALS ***		1 CHECKS		128.00
001815		HAWKEYE TRUCK EQUIPMENT							
	I-158763	TRUCK ACCESSORIES-PK MNT	R	8/07/2023	1,965.50		243774		
	I-158764	TOOL BOX UNIT #607	R	8/07/2023	662.00		243774		2,627.50
					*** VENDOR TOTALS ***		1 CHECKS		2,627.50
001978		HAWKINS INC							
	I-6507619	AZONE/SODIUM HYDRO - MU	R	8/07/2023	1,513.87		243775		
	I-6517984	AZONE/SODIUM HYDRO - MU	R	8/07/2023	3,650.57		243775		5,164.44
					*** VENDOR TOTALS ***		1 CHECKS		5,164.44
003732		HEART OF AMERICA POLICE DOG AS							
	I-10/01/2023-LAPPIN	HAPDA CERT - BRET LAPPIN	R	8/07/2023	200.00		243776		200.00
					*** VENDOR TOTALS ***		1 CHECKS		200.00
011660		HGS, LLC							
	I-PAY 4-RKCRKGRNBLT	PAY 4-ROCK CRK GRNBLT VEG	R	8/07/2023	27,194.51		243777		27,194.51
					*** VENDOR TOTALS ***		1 CHECKS		27,194.51
006564		TONY HIGGINS							
	I-06/21/2023	06/21/23 MEAL REIMBURSEMENT	E	8/09/2023	17.53		007694		17.53
					*** VENDOR TOTALS ***		1 CHECKS		17.53
004853		HOLT TIRE SERVICE INC							
	I-211622	UNIT #812 INDSTRL TRAX	E	8/09/2023	127.94		007645		127.94
					*** VENDOR TOTALS ***		1 CHECKS		127.94
010211		HONEYBEAR LLC							
	I-07/2023 ART CAMP	07/2023 ART CAMP	R	8/07/2023	540.00		243778		
	I-07/24/23-07/27/23	7/24-7/27/23 ART CAMP	R	8/07/2023	900.00		243778		1,440.00
					*** VENDOR TOTALS ***		1 CHECKS		1,440.00
009586		HOVICK FAMILY FARM PETTING ZOO							
	I-2311	6/15/23 PETTING ZOO	R	8/07/2023	835.00		243779		835.00
					*** VENDOR TOTALS ***		1 CHECKS		835.00

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004196		HYDRAQUIP LTD							
	I-70807	UNIT #861 ORINGS	R	8/07/2023	101.78		243780		101.78
					*** VENDOR TOTALS ***		1 CHECKS		101.78
005531		HR GREEN INC							
	I-163524 #8	PAY 8-ORLBR TRL/STATEUNDRPASS	E	8/09/2023	2,217.00		007651		
	I-220196 #4	PAY 4-NW IRVNDLE/18TH INTSCN	E	8/09/2023	15,007.00		007651		17,224.00
					*** VENDOR TOTALS ***		1 CHECKS		17,224.00
000959		PAUL HUBBARD							
	I-06/2023-07/2023	6/06/23-07/14/23 PARKOUR	E	8/09/2023	1,848.00		007691		1,848.00
					*** VENDOR TOTALS ***		1 CHECKS		1,848.00
000253		HY-VEE INC							
	I-349077 58781349077	STATION SUPPLIES - FD	R	8/07/2023	27.45		243781		
	I-768115 58795768115	STATION SUPPLIES - FD	R	8/07/2023	20.93		243781		
	I-804517 58805804517	WATER - PW RAGBRAI	R	8/07/2023	23.92		243781		
	I-965891 58802965891	WATER - FD	R	8/07/2023	23.92		243781		96.22
					*** VENDOR TOTALS ***		1 CHECKS		96.22
008906		IMAGE TREND INC							
	I-143363	MAY 2023 BILLING BRIDGE	E	8/09/2023	1,198.95		007670		
	I-143981	MYEMSCARE MONTHLY FEE - FD	E	8/09/2023	87.50		007670		
	I-144160	JUNE 2023 BILLING BRIDGE	E	8/09/2023	1,240.80		007670		2,527.25
					*** VENDOR TOTALS ***		1 CHECKS		2,527.25
009565		INFOSEND INCORPORATED							
	I-241992	06/2023 MAIL SERVICES	R	8/07/2023	12,807.79		243782		
	I-242980	07/2023 MAIL SERVICES	R	8/07/2023	588.38		243782		13,396.17
					*** VENDOR TOTALS ***		1 CHECKS		13,396.17
000407		INTERSTATE ALL BATTERY CENTER							
	C-1925901007594	REBUILD - CG	R	8/07/2023	39.00CR		243783		
	I-1925901007593	REBUILD - CG	R	8/07/2023	117.00		243783		78.00
					*** VENDOR TOTALS ***		1 CHECKS		78.00
000266		INTERSTATE BATTERY SYSTEM							
	I-901916	UNIT 811 BATTERY -OCM	E	8/09/2023	129.95		007604		129.95
					*** VENDOR TOTALS ***		1 CHECKS		129.95
000372		IOWA ASSOCIATION OF WATER							
	I-2023 CONFERENCE-SB	2023 IAWA CONFERENCE-BUCKNER	R	8/07/2023	150.00		243784		
	I-2023CONFERENCE-DC	2023 IAWA CONFERENCE-CLARK	R	8/07/2023	150.00		243784		
	I-FY24 IAWA DUES	FY24 MEMBERSHIP DUES	R	8/07/2023	1,741.67		243784		2,041.67
					*** VENDOR TOTALS ***		1 CHECKS		2,041.67

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002156		IOWA BEVERAGE SYSTEMS INC							
	I-W-4775149	ALCOHOL FOR RESALE - HAWKEYE	R	8/07/2023	156.00		243785		
	I-W-4778711	ALCOHOL FOR RESALE-OC	R	8/07/2023	1,325.00		243785		
	I-W-4781921	ALCOHOL FOR RESALE - HAWKEYE	R	8/07/2023	715.60		243785		
	I-W-4784537	ALCOHOL FOR RESALE-OC	R	8/07/2023	800.40		243785		
	I-W-4792543	ALCOHOL FOR RESALE	R	8/07/2023	1,005.75		243785		4,002.75
					*** VENDOR TOTALS ***		1 CHECKS		4,002.75
000752		IOWA DNR/OPERATOR CERTIFICATIO							
	I-7709053 FY24	FY24 WATER SUPPLY FEE	R	8/07/2023	7,492.00		243786		7,492.00
					*** VENDOR TOTALS ***		1 CHECKS		7,492.00
000269		IOWA DEPT OF TRANSPORTATION							
	I-CI-0016559	TRASH BAGS - PKS	R	8/07/2023	441.36		243787		
	I-CI-0016628	TRASH BAGS/RAG WIPES - PW	R	8/07/2023	125.90		243787		567.26
					*** VENDOR TOTALS ***		1 CHECKS		567.26
002671		IOWA EMS ASSOCIATION							
	I-294840	7/31/23-6/30/24 AFFILATE MBSHP	R	8/07/2023	350.00		243788		350.00
					*** VENDOR TOTALS ***		1 CHECKS		350.00
005407		IOWA MUNICIPALITIES WORKERS'							
	I-INV87175	INSTALL 2 - WC PREM 23-24	R	8/07/2023	47,005.00		243789		
	I-INV89044	FY22 411 MED DED JUNE	R	8/07/2023	6,594.94		243789		
	I-INV89045	FY23 411 MED DED JUNE	R	8/07/2023	353.76		243789		
	I-INV89046	FY20 MED DED JUNE	R	8/07/2023	17,500.00		243789		
	I-INV89047	FY22 MED DED JUNE	R	8/07/2023	661.75		243789		
	I-INV89048	FY23 MED DED JUNE	R	8/07/2023	844.95		243789		72,960.40
					*** VENDOR TOTALS ***		1 CHECKS		72,960.40
003226		IOWA ONE CALL							
	I-251466	5/31/2023 FTP - MU	E	8/09/2023	1,872.90		007639		1,872.90
					*** VENDOR TOTALS ***		1 CHECKS		1,872.90
000272		IOWA PRISON INDUSTRIES							
	I-035942	SIGNS - TRAFFIC	R	8/07/2023	2,514.20		243790		2,514.20
					*** VENDOR TOTALS ***		1 CHECKS		2,514.20
000644		IOWA SIGNAL INC							
	I-PAY 1-SWSTATEFIBER	PAY 1-SW STATE FIBER RELOCTE	R	8/07/2023	175,243.01		243791		175,243.01
					*** VENDOR TOTALS ***		1 CHECKS		175,243.01
009698		IOWA TOTAL CARE							
	I-AFD30927	PATIENT REFUND - FD	R	8/07/2023	1,283.24		243792		1,283.24
					*** VENDOR TOTALS ***		1 CHECKS		1,283.24

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001945		IOWA WORKFORCE DEVELOPMENT							
	I-104098-9 6/30/23	BENEFIT CHARGES THRU 6/30/23	E	8/09/2023	31.50		007625		31.50
					*** VENDOR TOTALS ***		1 CHECKS		31.50
001534		IRON MOUNTAIN RECORDS							
	I-HPSN772	SHREDDING SVC - FD	R	8/07/2023	69.57		243793		69.57
					*** VENDOR TOTALS ***		1 CHECKS		69.57
009276		J & M GOLF INC							
	I-0679519-IN	STOCK MERCH FOR RESALE-OC	R	8/07/2023	205.15		243794		205.15
					*** VENDOR TOTALS ***		1 CHECKS		205.15
011893		JC CONSTRUCTION							
	I-PAY 1-SCHOOL WALK	PAY 1-SCHOOL WALKABILTY IMP	R	8/07/2023	53,430.14		243795		53,430.14
					*** VENDOR TOTALS ***		1 CHECKS		53,430.14
007827		JEO CONSULTING GROUP INC							
	I-200170.01 #23	PAY23-SE 3RD ST IMPRVMNTS-PH1	E	8/09/2023	1,797.50		007661		
	I-201512.00 #20	PAY 20-SE DELAWARE HMA WDNG	E	8/09/2023	9,897.50		007661		
	I-222064 #4	PAY 4-TRANSPORT MSTR PLAN	E	8/09/2023	14,535.90		007661		26,230.90
					*** VENDOR TOTALS ***		1 CHECKS		26,230.90
006326		JOHNSON BROTHERS OF IOWA							
	I-1878123	ALCOHOL FOR RESALE-OC	R	8/07/2023	1,363.70		243796		
	I-1878124	BEVERAGES FOR RESALE-OC	R	8/07/2023	121.17		243796		1,484.87
					*** VENDOR TOTALS ***		1 CHECKS		1,484.87
011579		BRANDT JOHNSON							
	I-7/13/2023	5/30/23-6/27/23 MILEAGE	E	8/09/2023	22.27		007705		22.27
					*** VENDOR TOTALS ***		1 CHECKS		22.27
011539		JP PARTY RENTALS LLC							
	I-12852635	ALL CITY PLAY DAY - P&R	R	8/07/2023	1,330.00		243797		
	I-12861717	7/20/23 INFLATABLES P&R	R	8/07/2023	865.00		243797		
	I-17755047	7/27/23 INFLATABLE RENTALS	R	8/07/2023	678.00		243797		2,873.00
					*** VENDOR TOTALS ***		1 CHECKS		2,873.00
000292		KARL CHEVROLET INC							
	I-229590 CVW	UNIT #201 PARTS	R	8/07/2023	93.29		243798		
	I-CTCB940336	#238 BODY REPAIR	R	8/07/2023	3,105.17		243798		3,198.46
					*** VENDOR TOTALS ***		1 CHECKS		3,198.46
006236		KAY PARK RECREATION							
	I-199486	CHERRY GLEN BALLFIELD	E	8/09/2023	4,051.00		007655		4,051.00
					*** VENDOR TOTALS ***		1 CHECKS		4,051.00

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000065		RENEWABLE ENERGY GROUP INC							
	I-573112	7/12/23 DIESEL DYED/87E10	E	8/09/2023	20,177.65		007599		
	I-573280	7/25/23 UNLEADED87/DIESEL	E	8/09/2023	1,311.46		007599		
	I-573297	7/25/23 UNLEADED 87/DIESEL	E	8/09/2023	2,350.23		007599		
	I-573316	7/27/23 DIESEL DYED/87E10	E	8/09/2023	22,693.90		007599		
	I-573359	7/25/23 UNLEADED87/DIESEL-PKS	E	8/09/2023	502.90		007599		47,036.14
					*** VENDOR TOTALS ***		1 CHECKS		47,036.14
009201		KIESLER POLICE SUPPLY INC							
	I-IN218812	SPEER 9MM TMJCF AMMO	E	8/09/2023	3,188.78		007672		3,188.78
					*** VENDOR TOTALS ***		1 CHECKS		3,188.78
011749		LAURA CASTELLINE							
	I-07/20/2023 BEATS	7/20/23 BEATS AND EATS	R	8/07/2023	500.00		243799		500.00
					*** VENDOR TOTALS ***		1 CHECKS		500.00
008587		KINZLER CONSTRUCTION SERVICES							
	I-CS43869	PHOTOEYE KIT - MU	R	8/07/2023	300.00		243800		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
000908		KIRKHAM MICHAEL & ASSOCIATES I							
	I-92796 #10	PAY 10 WSTWNDS STRM SWR EXT	E	8/09/2023	4,207.50		007617		4,207.50
					*** VENDOR TOTALS ***		1 CHECKS		4,207.50
004113		CLARK LATHRUM							
	I-7/27/2023	BOOT REIMBURSEMENT	E	8/09/2023	127.18		007692		127.18
					*** VENDOR TOTALS ***		1 CHECKS		127.18
011406		LATITUDE 41 LAWN AND LANDSCAPE							
	I-8684	NUISANCE MOWING SVCS	E	8/09/2023	180.00		007704		180.00
					*** VENDOR TOTALS ***		1 CHECKS		180.00
011890		DOUGLAS H. LAUDICK							
	I-08/07/23 LAND IMP	LANDSCAPING/LAND IMPROVEMENTS	R	8/07/2023	500.00		243801		
	I-08/07/23 PERM	PERMANENT EASEMENT	R	8/07/2023	1,190.00		243801		
	I-08/07/23 TEMP	TEMPORARY EASEMENT	R	8/07/2023	675.00		243801		2,365.00
					*** VENDOR TOTALS ***		1 CHECKS		2,365.00
000039		TAMARA LEWTON							
	I-07/2023 TENNIS	07/2023 YOUTH TENNIS CLINICS	R	8/07/2023	4,860.00		243802		
	I-07/23 YOUTH/ADULT	TENNIS CLINICS	R	8/07/2023	5,830.00		243802		10,690.00
					*** VENDOR TOTALS ***		1 CHECKS		10,690.00

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009465		LIBERTY HOLDINGS INC							
	I-219526	7/20/23 C4WRC-20	R	8/07/2023	2,528.00		243803		2,528.00
					*** VENDOR TOTALS ***		1 CHECKS		2,528.00
009118		LTR INTERMEDIATE HOLDINGS, INC							
	I-2528462	TIRE RECYCLING - CG	R	8/07/2023	320.00		243804		320.00
					*** VENDOR TOTALS ***		1 CHECKS		320.00
011847		LIFETIME FITNESS							
	I-07/10/23-07/13/23	7/10-7/13/23 PICKLEBALL CLINIC	R	8/07/2023	908.80		243805		
	I-07/2023 PICKLEBALL	07/2023 PICKLEBALL CLINICS	R	8/07/2023	594.40		243805		1,503.20
					*** VENDOR TOTALS ***		1 CHECKS		1,503.20
000402		LINDE GAS & EQUIPMENT							
	I-36919658	OXYGEN - FD	R	8/07/2023	834.53		243806		834.53
					*** VENDOR TOTALS ***		1 CHECKS		834.53
000285		LUBE-TECH & PARTNERS LLC							
	I-3243884	BULK OIL - CG	E	8/09/2023	9,131.41		007606		
	I-3243911	OIL - CG	E	8/09/2023	1,318.26		007606		10,449.67
					*** VENDOR TOTALS ***		1 CHECKS		10,449.67
000470		LUMEN							
	I-648586066	7/12/2023 STATEMENT	E	8/09/2023	690.21		007611		690.21
					*** VENDOR TOTALS ***		1 CHECKS		690.21
009304		ELIZABETH LYONS							
	I-07/2023 CRATURECMP	KIDS CREATE CAMPS-CREATURE CMP	R	8/07/2023	1,185.60		243807		1,185.60
					*** VENDOR TOTALS ***		1 CHECKS		1,185.60
011891		BRIAN MACHAN							
	I-08/07/23 LAND IMP	LANDSCAPING/LAND IMPROVEMENTS	R	8/07/2023	22,500.00		243808		
	I-08/07/23 PERM	PERMANENT EASEMENT	R	8/07/2023	10,635.00		243808		
	I-08/07/23 TEMP	TEMPORARY EASEMENT	R	8/07/2023	1,100.00		243808		34,235.00
					*** VENDOR TOTALS ***		1 CHECKS		34,235.00
009473		MACQUEEN EQUIPMENT, LLC							
	I-P20320	FLAIL MOWER BLADE KIT	R	8/07/2023	1,748.76		243809		1,748.76
					*** VENDOR TOTALS ***		1 CHECKS		1,748.76
011879		TINA MALLORY							
	I-07/2023 REFUND	07/2023 REFUND TECH CLASS	R	8/07/2023	187.00		243810		187.00
					*** VENDOR TOTALS ***		1 CHECKS		187.00

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002207		MANATTS INC							
	I-5104284	7/6/23 M-4 NO ASH	E	8/09/2023	480.00		007630		
	I-5104431	7/7/23 C-4WR-C20	E	8/09/2023	1,406.00		007630		
	I-5105489	7/17/23 C-4WR-C20	E	8/09/2023	610.00		007630		
	I-5105690	7/18/23 C-4WR-C20	E	8/09/2023	942.50		007630		
	I-5105698	7/18/23 M-4 NO ASH	E	8/09/2023	390.00		007630		
	I-5105893	7/19/23 C-4WR-C20	E	8/09/2023	755.00		007630		
	I-5106132	7/20/23 IDOT FLOW CRIT	E	8/09/2023	905.00		007630		5,488.50
					*** VENDOR TOTALS ***		1 CHECKS		5,488.50
008131		MARTIN BROTHERS DISTRIBUTING C							
	I-1075830	FOOD FOR RESALE - CFAC	E	8/09/2023	1,994.87		007664		
	I-1079066	FOOD FOR RESALE-CFAC	E	8/09/2023	1,368.16		007664		
	I-1084822	FOOD FOR RESALE - CFAC	E	8/09/2023	1,383.97		007664		
	I-1088307	FOOD FOR RESALE - CFAC	E	8/09/2023	1,269.48		007664		
	I-1088308	FOOD FOR RESALE - PRAC	E	8/09/2023	566.88		007664		
	I-1092922	FOOD FOR RESALE -CFAC	E	8/09/2023	1,590.19		007664		
	I-1096076	FOOD FOR RESALE - CFAC	E	8/09/2023	1,866.25		007664		
	I-1101751	FOOD FOR RESALE -PRAC	E	8/09/2023	800.15		007664		
	I-1101752	FOOD FOR RESALE -CFAC	E	8/09/2023	2,025.73		007664		
	I-1104822	FOOD FOR RESALE-CFAC	E	8/09/2023	1,599.75		007664		
	I-1104823	FOOD FOR RESALE - PRAC	E	8/09/2023	863.26		007664		15,328.69
					*** VENDOR TOTALS ***		1 CHECKS		15,328.69
001799		MARTIN MARIETTA AGGREGATE							
	I-39261683	6/09/23 1" CLEAN	R	8/07/2023	1,054.00		243811		
	I-39523282	6/30/23 CLASS A	R	8/07/2023	512.64		243811		1,566.64
					*** VENDOR TOTALS ***		1 CHECKS		1,566.64
009346		MARY'S CLEANING CARE INC							
	I-32728	JULY CLEANINGS - CH	R	8/07/2023	829.00		243812		
	I-32729	JULY CLEANINGS - FS#1	R	8/07/2023	383.00		243812		
	I-32730	07/2023 CLEANING - KL	R	8/07/2023	7,845.00		243812		
	I-32731	JULY CLEANINGS - PSB	R	8/07/2023	1,190.00		243812		
	I-32732	JULY CLEANINGS - PD	R	8/07/2023	2,889.00		243812		
	I-32733	07/2023 CLEANINGS ACC	R	8/07/2023	1,645.00		243812		
	I-32734	JULY CLEANINGS - PW	R	8/07/2023	175.00		243812		
	I-32776	JANITORIAL SUPPLIES - CH	R	8/07/2023	436.00		243812		
	I-32777	JANITORIAL SUPPLIES - FS#1	R	8/07/2023	250.00		243812		
	I-32778	JANITORIAL SUPPLIES - PW	R	8/07/2023	250.00		243812		
	I-32779	JANITORIAL SUPPLIES -KL	R	8/07/2023	1,242.00		243812		
	I-32780	JANITORIAL SUPPLIES - PSB	R	8/07/2023	306.00		243812		
	I-32781	JANITORIAL SUPPLIES -ACC	R	8/07/2023	1,129.00		243812		
	I-32782	07/2023 CLEANINGS LAKESIDE	R	8/07/2023	1,050.00		243812		
	I-32783	JULY CLEANINGS - OEC	R	8/07/2023	285.00		243812		19,904.00
					*** VENDOR TOTALS ***		1 CHECKS		19,904.00

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011887		ROBERT MCEWAN							
	I-20230701_MCEWAN	07/2023 ROOM REFUND	R	8/07/2023	600.00		243813		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00
004747		MENARDS							
	C-89438	CR: UTILITY TIRE - MU	R	8/07/2023	39.98CR		243814		
	I-87352	TWL/SOAP/WNDX/TP/TAPE - MU	R	8/07/2023	182.39		243814		
	I-87592	WATER EQUIPMENT - MU	R	8/07/2023	147.02		243814		
	I-87669	WATER SUPP/EQUIPMENT - MU	R	8/07/2023	318.46		243814		
	I-87691	WATER SUPPLIES - MU	R	8/07/2023	69.89		243814		
	I-87964	BATTERY/TAPE/KEY SET/PLR-TRFC	R	8/07/2023	139.29		243814		
	I-88167	WASTEWATER EQUIPMENT	R	8/07/2023	74.59		243814		
	I-88405	TAPE/SPTLGHT/DRYRACK/DSNFCT-MU	R	8/07/2023	106.12		243814		
	I-88406	PLASTIC SHEETING - PW	R	8/07/2023	34.99		243814		
	I-88454 6/29/23	BLOW GUN/PLUG/TAPE - FD	R	8/07/2023	10.23		243814		
	I-88455	NOZZLE - FD	R	8/07/2023	8.98		243814		
	I-88523	WATER PARTS - MU	R	8/07/2023	614.64		243814		
	I-88610	SAFETY GLOVES - PW	R	8/07/2023	39.98		243814		
	I-88618 07/03/23	GLUE TRAPS/KNIVES/WSP-AC	R	8/07/2023	42.29		243814		
	I-88619	PATCH CABLE - TRFC	R	8/07/2023	50.97		243814		
	I-88623	CABLE TIES/SAFETY FENCE	R	8/07/2023	93.97		243814		
	I-88700	GARAGE DOOR OPENER - FD	R	8/07/2023	34.98		243814		
	I-88751	TAPE - CG	R	8/07/2023	6.47		243814		
	I-88758	MARKERS - TRFC	R	8/07/2023	27.28		243814		
	I-88763	SUMMERFEST WATER - PD	R	8/07/2023	20.88		243814		
	I-88773	WASP KILLER - FD	R	8/07/2023	11.97		243814		
	I-88800	NAIL/OSB/SHINGLES - FD	R	8/07/2023	80.13		243814		
	I-88811	ADPTR/BALLVALV/PVC/CPLNG-PKS	R	8/07/2023	39.85		243814		
	I-88842	COUPLING/HOSE CLAMP - FD	R	8/07/2023	2.45		243814		
	I-88906	SPAKLING - KL	R	8/07/2023	11.98		243814		
	I-88933	BRUSH/ROSIN PAPER - KL	R	8/07/2023	19.72		243814		
	I-89029	AC2 TREATED - OCM	R	8/07/2023	75.96		243814		
	I-89046	TOOLBOX - MU	R	8/07/2023	79.96		243814		
	I-89049	STREET SUPPLIES - PW	R	8/07/2023	30.37		243814		
	I-89102	CONCRETE MIX - PW	R	8/07/2023	119.90		243814		
	I-89103 7/13/23	STREET SUPPLIES - PW	R	8/07/2023	141.38		243814		
	I-89137	STREET SUPPLIES - PW	R	8/07/2023	267.90		243814		
	I-89151	TORCH/CLAMPS/PIN - PRSC	R	8/07/2023	146.38		243814		
	I-89157	WATER FILTER - MU	R	8/07/2023	51.99		243814		
	I-89270	PVC CEMENT/CLEANER -OCM	R	8/07/2023	16.37		243814		
	I-89320	STREET SUPPLIES - PW	R	8/07/2023	29.98		243814		
	I-89335	DRILL BITS/BOLTS/TAPE/SLV-KL	R	8/07/2023	113.33		243814		
	I-89349	TAPE BULK - KL	R	8/07/2023	23.98		243814		
	I-89359	TOOLS/SHOP/SAFETY SUPPLIES-MU	R	8/07/2023	229.72		243814		
	I-89402	STREET SUPPLIES - PW	R	8/07/2023	110.08		243814		
	I-89404	BUILDING SUPPLIES - MU	R	8/07/2023	241.65		243814		
	I-89428	BRASS SWIVEL/ADAPTER - MU	R	8/07/2023	52.90		243814		
	I-89440	UTILITY TIRE - MU	R	8/07/2023	49.98		243814		

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	I-89455	PHONE - MU	R	8/07/2023	10.88		243814		
	I-89484	BRAKE CLEANER/TOOLBOX- MU	R	8/07/2023	17.97		243814		
	I-89489	SPRAY PAINT/TRIMLINE/CASTER-MU	R	8/07/2023	67.29		243814		
	I-89490	EPOXY - RAGBRAI SIGN	R	8/07/2023	17.98		243814		4,045.49
					*** VENDOR TOTALS ***		1 CHECKS		4,045.49
001931		METRO WASTE AUTHORITY							
	I-32011370	06/2023 COMMERCIAL	E	8/09/2023	513.38		007624		
	I-32011573	06/2023 COMMERCIAL	E	8/09/2023	533.90		007624		
	I-32022124	06/2023 COMMERCIAL	E	8/09/2023	464.74		007624		
	I-32022125	06/2023 COMMERCIAL	E	8/09/2023	416.48		007624		
	I-32022224	06/2023 COMMERCIAL	E	8/09/2023	528.21		007624		
	I-32022225	06/2023 COMMERCIAL	E	8/09/2023	359.10		007624		
	I-32022325	06/2023 COMMERCIAL	E	8/09/2023	371.26		007624		
	I-32022326	06/2023 COMMERCIAL	E	8/09/2023	530.86		007624		
	I-32022485	06/2023 COMMERCIAL	E	8/09/2023	581.41		007624		
	I-32022486	06/2023 COMMERCIAL	E	8/09/2023	402.80		007624		
	I-32023394	07/2023 COMMERCIAL	E	8/09/2023	432.82		007624		5,134.96
					*** VENDOR TOTALS ***		1 CHECKS		5,134.96
000271		MIDAMERICAN ENERGY COMPANY							
	I-FY24#2 1695158009	7/13/2023 STATEMENT	E	8/09/2023	160,039.76		007605		160,039.76
					*** VENDOR TOTALS ***		1 CHECKS		160,039.76
008058		CTB MIDWEST INC							
	I-1829720 RI	BEARINGS - OC M	E	8/09/2023	38.67		007663		38.67
					*** VENDOR TOTALS ***		1 CHECKS		38.67
011606		MIDWEST CRITICAL POWER LLC							
	I-1379	FIRE STATION 1 GEN REPAIR	R	8/07/2023	4,418.31		243816		
	I-1431	CITY HALL GEN REPAIRS	R	8/07/2023	2,245.24		243816		
	I-1458	CITY HALL GEN REPAIR	R	8/07/2023	2,521.49		243816		9,185.04
					*** VENDOR TOTALS ***		1 CHECKS		9,185.04
000945		MIDWEST WHEEL COMPANIES							
	C-3170386-00	CR: UNIT #403 PARTS	R	8/07/2023	43.36CR		243817		
	I-3034209-00	GREASE - CG	R	8/07/2023	4.93		243817		
	I-3300708-00	UNIT #925 PARTS	R	8/07/2023	178.80		243817		
	I-3308422-00	PLOW TRUCK PARTS	R	8/07/2023	514.70		243817		655.07
					*** VENDOR TOTALS ***		1 CHECKS		655.07
008146		MIKE'S METRO LOCK AND SAFE							
	I-029359	PADLOCK - MU	R	8/07/2023	21.96		243818		21.96
					*** VENDOR TOTALS ***		1 CHECKS		21.96

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011601		MILE HIGH SHOOTING ACCESSORIES							
	I-INV32638	AI RIFLES - PD	E	8/09/2023	12,491.14		007684		12,491.14
					*** VENDOR TOTALS ***		1 CHECKS		12,491.14
1		ALLEN, SHELLI							
	I-000202308020116	US REFUND	R	8/07/2023	16.03		243625		16.03
1		BANGERT, NATHAN							
	I-000202308020123	US REFUND	R	8/07/2023	48.66		243626		48.66
1		BARNES, FALLON							
	I-000202308020120	US REFUND	R	8/07/2023	100.00		243627		100.00
1		BELLIS, LAUREN M							
	I-000202308020124	US REFUND	R	8/07/2023	62.80		243628		62.80
1		BENGTSON, DANIEL							
	I-000202308020135	US REFUND	R	8/07/2023	60.55		243629		60.55
1		BOWER, TOBY							
	I-000202308020164	US REFUND	R	8/07/2023	99.63		243630		99.63
1		BREHMER, BRANDON							
	I-000202308020141	US REFUND	R	8/07/2023	53.63		243631		53.63
1		CARMICHEAL, JOSEPH							
	I-000202308020115	US REFUND	R	8/07/2023	93.39		243632		93.39
1		CHILD SERVE HOMES							
	I-000202308020168	US REFUND	R	8/07/2023	60.55		243633		60.55
1		CLARK, JARRID							
	I-000202308020169	US REFUND	R	8/07/2023	98.67		243634		98.67
1		COGLIZER, COLIN							
	I-000202308020129	US REFUND	R	8/07/2023	58.48		243635		58.48
1		COLLINS, JAMES							
	I-000202308020162	US REFUND	R	8/07/2023	103.56		243636		103.56
1		DAHLKE, BRIANA							
	I-000202308020147	US REFUND	R	8/07/2023	99.79		243637		99.79

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1		DIETZ, BRADY							
	I-000202308020181	US REFUND	R	8/07/2023	99.21		243638		99.21
1		DONNELLY, BRENDAN							
	I-000202308020176	US REFUND	R	8/07/2023	99.07		243639		99.07
1		DOUGHERTY, SARAH							
	I-000202308020114	US REFUND	R	8/07/2023	15.76		243640		15.76
1		EAT THE FROG FITNESS							
	I-000202308020125	US REFUND	R	8/07/2023	93.20		243641		93.20
1		FLANNERY, KARSYN							
	I-000202308020177	US REFUND	R	8/07/2023	7.22		243642		7.22
1		FRIEDMAN, JOSHUA							
	I-000202308020152	US REFUND	R	8/07/2023	100.00		243643		100.00
1		GABEL, ANDREW							
	I-000202308020187	US REFUND	R	8/07/2023	16.04		243644		16.04
1		GALLOWAY, JACOBE J							
	I-000202308020119	US REFUND	R	8/07/2023	53.94		243645		53.94
1		GOSHON, SARAH & STEV							
	I-000202308020183	US REFUND	R	8/07/2023	97.35		243646		97.35
1		HACKFORT, ADAM							
	I-000202308020149	US REFUND	R	8/07/2023	62.14		243647		62.14
1		HANSEN, CHRIS							
	I-000202308020139	US REFUND	R	8/07/2023	98.67		243648		98.67
1		HASKINS, BRENDA							
	I-000202308020175	US REFUND	R	8/07/2023	98.67		243649		98.67
1		HERRERA, MICHAEL							
	I-000202308020122	US REFUND	R	8/07/2023	41.22		243650		41.22
1		HODGKINSON, ERIN & D							
	I-000202308020136	US REFUND	R	8/07/2023	56.59		243651		56.59
1		HOLMES, SHANEKA & PH							
	I-000202308020113	US REFUND	R	8/07/2023	103.48		243652		103.48

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1		HOPPER, JOSEPH							
	I-000202308020150	US REFUND	R	8/07/2023	98.69		243653		98.69
1		HOWARD, ERIN							
	I-000202308020144	US REFUND	R	8/07/2023	64.82		243654		64.82
1		IHDE, KARA							
	I-000202308020117	US REFUND	R	8/07/2023	65.09		243655		65.09
1		JACOBSON, RONALD							
	I-000202308020172	US REFUND	R	8/07/2023	391.25		243656		391.25
1		JAMISON, JACOB							
	I-000202308020159	US REFUND	R	8/07/2023	100.00		243657		100.00
1		JIMENEZ, REBECCA							
	I-000202308020167	US REFUND	R	8/07/2023	100.00		243658		100.00
1		JOHNSON, DEREK							
	I-000202308020155	US REFUND	R	8/07/2023	100.00		243659		100.00
1		KELLY, BRIAN							
	I-000202308020189	US REFUND	R	8/07/2023	30.25		243660		30.25
1		KETCHUM, JENNIFER							
	I-000202308020179	US REFUND	R	8/07/2023	97.77		243661		97.77
1		LANDIS, JESSICA							
	I-000202308020182	US REFUND	R	8/07/2023	46.00		243662		46.00
1		LANGERAK, CONNIE							
	I-000202308020188	US REFUND	R	8/07/2023	34.18		243663		34.18
1		LARKIN, SEASON							
	I-000202308020186	US REFUND	R	8/07/2023	42.04		243664		42.04
1		LEIENDECKER, LINDSAY							
	I-000202308020151	US REFUND	R	8/07/2023	173.70		243665		173.70
1		LINDQUIST, BRITTNI &							
	I-000202308020180	US REFUND	R	8/07/2023	93.00		243666		93.00
1		MARTINEZ, ALEXANDRA							
	I-000202308020160	US REFUND	R	8/07/2023	100.00		243667		100.00

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1		MAZURETS, DAN							
	I-000202308020146	US REFUND	R	8/07/2023	94.92		243668		94.92
1		MCKINNEY, JOSHUA L							
	I-000202308020121	US REFUND	R	8/07/2023	38.07		243669		38.07
1		MILLER, DOUGLAS							
	I-000202308020165	US REFUND	R	8/07/2023	19.99		243670		19.99
1		MIREE, JOHN							
	I-000202308020118	US REFUND	R	8/07/2023	60.39		243671		60.39
1		MISENCIK, AMANDA M							
	I-000202308020157	US REFUND	R	8/07/2023	100.00		243672		100.00
1		MOHR, MADISON							
	I-000202308020130	US REFUND	R	8/07/2023	58.48		243673		58.48
1		NOVA INTEGRATED HEAL							
	I-000202308020142	US REFUND	R	8/07/2023	30.56		243674		30.56
1		NOVA INTEGRATED HEAL							
	I-000202308020143	US REFUND	R	8/07/2023	37.36		243675		37.36
1		OLSON, VERONICA							
	I-000202308020174	US REFUND	R	8/07/2023	98.67		243676		98.67
1		OSTROSKI, JACKSON							
	I-000202308020112	US REFUND	R	8/07/2023	100.00		243677		100.00
1		OWENS, PARKER & LAUR							
	I-000202308020134	US REFUND	R	8/07/2023	55.27		243678		55.27
1		PACKARD, STACIE							
	I-000202308020140	US REFUND	R	8/07/2023	58.62		243679		58.62
1		PEREZ, ANTONIO							
	I-000202308020145	US REFUND	R	8/07/2023	98.40		243680		98.40
1		PETERSEN, JILL & BRE							
	I-000202308020163	US REFUND	R	8/07/2023	99.07		243681		99.07
1		PINEGAR, SAMUEL							
	I-000202308020166	US REFUND	R	8/07/2023	98.67		243682		98.67

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1		POWELL, JAMES							
	I-000202308020148	US REFUND	R	8/07/2023	61.38		243683		61.38
1		REYES, BAILEY							
	I-000202308020138	US REFUND	R	8/07/2023	59.44		243684		59.44
1		ROSENSTENGLE, JACOB							
	I-000202308020184	US REFUND	R	8/07/2023	80.17		243685		80.17
1		SARDOU, JADEN							
	I-000202308020158	US REFUND	R	8/07/2023	98.67		243686		98.67
1		SCHECHINGER, MARY &							
	I-000202308020153	US REFUND	R	8/07/2023	100.00		243687		100.00
1		SEDGWICK, ERIKA							
	I-000202308020178	US REFUND	R	8/07/2023	26.26		243688		26.26
1		SMITH, JEREMY/APRIL							
	I-000202308020173	US REFUND	R	8/07/2023	69.59		243689		69.59
1		STARK, CORYDON							
	I-000202308020154	US REFUND	R	8/07/2023	92.06		243690		92.06
1		STURSMA, MADDISON							
	I-000202308020133	US REFUND	R	8/07/2023	59.22		243691		59.22
1		SWANSON, SHERRI							
	I-000202308020170	US REFUND	R	8/07/2023	100.00		243692		100.00
1		SWIFT, ALEX							
	I-000202308020132	US REFUND	R	8/07/2023	54.51		243693		54.51
1		TAYLOR, LORETTA							
	I-000202308020126	US REFUND	R	8/07/2023	719.39		243694		719.39
1		THOMPSON, TYLER							
	I-000202308020185	US REFUND	R	8/07/2023	43.36		243695		43.36
1		TRAPPE, DERICK							
	I-000202308020137	US REFUND	R	8/07/2023	60.55		243696		60.55
1		WALL, ERIC							
	I-000202308020156	US REFUND	R	8/07/2023	65.09		243697		65.09

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1		WHITED, SHELBY							
	I-000202308020161	US REFUND	R	8/07/2023	100.00		243698		100.00
1		WILLIAMS, KENYA							
	I-000202308020171	US REFUND	R	8/07/2023	100.00		243699		100.00
1		WITTE, CONNOR							
	I-000202308020128	US REFUND	R	8/07/2023	54.51		243700		54.51
1		WOODS, TJ							
	I-000202308020131	US REFUND	R	8/07/2023	26.56		243701		26.56
1		ZIMMERMAN, DUSTIN							
	I-000202308020127	US REFUND	R	8/07/2023	49.97		243702		49.97
					*** VENDOR TOTALS ***		78 CHECKS		6,604.29
002936		MARK D MOELLER							
	I-06/19/2023 MEAL	06/19/23 MEAL	R	8/07/2023	12.28		243819		12.28
					*** VENDOR TOTALS ***		1 CHECKS		12.28
010714		ANDREW MOSES							
	I-7/18/2023	TREATMENT 2 OP CERT FEE REMBRS	E	8/09/2023	30.00		007703		30.00
					*** VENDOR TOTALS ***		1 CHECKS		30.00
003512		GREETINGS INC							
	I-115375	SMALL ENGINE PARTS - STREETS	R	8/07/2023	16.97		243820		16.97
					*** VENDOR TOTALS ***		1 CHECKS		16.97
007776		MPS ENGINEERS PC							
	I-PAY 8-FNL-E LWN#4	PAY 8-FNL-E LWN UTLY-REISSUED	R	8/07/2023	18,261.17		243821		18,261.17
007776		MPS ENGINEERS PC							
	I-RTNG-E LWN-#3	RTNG-SE E LWN UTILITY-REISSUED	R	8/07/2023	50,370.00		243822		50,370.00
					*** VENDOR TOTALS ***		2 CHECKS		68,631.17
006447		MSA PROFESSIONAL SERVICES INC							
	I-R09085056.0-6 #6	PAY 6-UPTOWN PARKING IMP	R	8/07/2023	2,240.00		243823		2,240.00
					*** VENDOR TOTALS ***		1 CHECKS		2,240.00
006756		MTI DISTRIBUTING INC							
	I-1391100-00	IRRIGATION SUPPLIES - PKS	R	8/07/2023	127.03		243824		
	I-1394176-00	TINE SIDE EJECT -OCM	R	8/07/2023	179.93		243824		
	I-1396741-00	IRRIGATION SUPPLIES -KL	R	8/07/2023	30.98		243824		337.94
					*** VENDOR TOTALS ***		1 CHECKS		337.94

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006750		MUNICIPAL PIPE TOOL							
	I-33731	#741 REPAIRS	R	8/07/2023	4,441.76		243825		
	I-33767	#742 REPAIRS	R	8/07/2023	1,703.68		243825		6,145.44
					*** VENDOR TOTALS ***		1 CHECKS		6,145.44
000350		MUNICIPAL SUPPLY INC							
	I-0873357-IN	METERS - MU	R	8/07/2023	1,845.00		243826		
	I-0873982-IN	WATER PARTS - MU	R	8/07/2023	4,470.93		243826		
	I-0873983-IN	METERS - MU	R	8/07/2023	1,600.00		243826		
	I-0873984-IN	METERS - MU	R	8/07/2023	11,250.00		243826		
	I-0875515-IN	WATER PARTS - MU	R	8/07/2023	3,313.85		243826		
	I-0876017-IN	WELL MAINT SUPPLIES - MU	R	8/07/2023	29.40		243826		
	I-0876019-IN	METERS - MU	R	8/07/2023	7,085.00		243826		
	I-0876374-IN	WINTER MAINT SUPPLIES - PW	R	8/07/2023	6.43		243826		
	I-0876426-IN	STREET SUPPLIES - PW	R	8/07/2023	265.80		243826		
	I-0877290-IN	METERS - MU	R	8/07/2023	43,400.00		243826		
	I-0877982-IN	STREET MAINT SUPPLY - PW	R	8/07/2023	774.32		243826		
	I-0877983-IN A	WATER PARTS - MU	R	8/07/2023	15,255.00		243826		
	I-0877983-IN B	METERS - MU	R	8/07/2023	196.95		243826		89,492.68
					*** VENDOR TOTALS ***		1 CHECKS		89,492.68
008641		MICHAEL MUNRO							
	I-07/12/2023 BOOTS	07/2023 BOOTS	E	8/09/2023	140.00		007696		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
003057		NAPA AUTO PARTS							
	C-2986-716502	UNIT #730 CORE DEPOSIT	R	8/07/2023	9.00CR		243827		
	C-2986-717260	CR: UNIT #921 PARTS	R	8/07/2023	88.23CR		243827		
	I-2986-716330	DRY OIL - FD	R	8/07/2023	279.80		243827		
	I-2986-716526	OIL FILTERS/CAB FILTER - CG	R	8/07/2023	59.32		243827		
	I-2986-716616	OIL FILTER - CG	R	8/07/2023	8.52		243827		
	I-2986-716627	UNIT #180 PARTS	R	8/07/2023	4.32		243827		
	I-2986-716847	OIL FLTR/AIR FILTERS - CG	R	8/07/2023	74.11		243827		
	I-2986-716894	UNIT #600 FUEL FILTER	R	8/07/2023	21.04		243827		
	I-2986-716914	FUEL FILTER-PRSC FUEL TRAILER	R	8/07/2023	36.94		243827		
	I-2986-716996	OIL FILTERS - CG	R	8/07/2023	12.78		243827		
	I-2986-717100	UNIT #90 INVERTER	R	8/07/2023	56.99		243827		
	I-2986-717101	MOTOR OIL - SMALL ENGINES	R	8/07/2023	95.88		243827		
	I-2986-717356	UNIT #220 #228 PARTS	R	8/07/2023	85.95		243827		
	I-2986-717381	SHOP SUPPLIES - CG	R	8/07/2023	74.50		243827		
	I-2986-717452	AIR/OIL FILTERS - CG	R	8/07/2023	136.95		243827		
	I-2986-717478	BEAMS - CG	R	8/07/2023	128.70		243827		
	I-2986-717569	ADAPTER - CG	R	8/07/2023	13.98		243827		
	I-2986-717593	OIL FILTERS - OCM	R	8/07/2023	30.06		243827		
	I-2986-717664	BEAMS - CG	R	8/07/2023	117.30		243827		
	I-2986-717782	CAB FILTER - CG	R	8/07/2023	38.34		243827		
	I-2986-717995	UNIT #93 BRAKE PAD	R	8/07/2023	72.48		243827		
	I-2986-718041	UNIT #633 SPARK PLUG	R	8/07/2023	12.72		243827		
	I-2986-718216	BOAT TRLR GRS CART-PRSC	R	8/07/2023	119.88		243827		1,383.33
					*** VENDOR TOTALS ***		1 CHECKS		1,383.33

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003164		NILLES ASSOCIATES INC							
	I-22017.04 #4	PAY 4-NE CRSTMOOR SAN SWR REPL	E	8/09/2023	40,385.00		007638		
	I-22190 #2	PAY 2-SW PR TRL PKWY CMPLX	E	8/09/2023	33,528.50		007638		
	I-22197.02	STAKING - ROCK CREEK	E	8/09/2023	1,459.00		007638		
	I-22220 #1	PAY 1-SW DSM ST PKS PH2-MIDWAY	E	8/09/2023	18,970.00		007638		94,342.50
					*** VENDOR TOTALS ***		1 CHECKS		94,342.50
003727		ODP BUSINESS SOLUTIONS, LLC							
	I-311285937002	HANGING FILE FRAMES - PSB	R	8/07/2023	15.11		243828		
	I-316289961001	OFFICE SUPPLIES - PSB	R	8/07/2023	1,045.38		243828		
	I-316311479001	CUPS - PSB	R	8/07/2023	71.28		243828		
	I-31663730001	LABEL MAKER - PSB	R	8/07/2023	59.99		243828		
	I-317937156001	KLEENEX/TAPE/AIR FRSH/PAPER-KL	R	8/07/2023	276.43		243828		
	I-31932533001	OFFICE SUPPLIES - PD	R	8/07/2023	53.55		243828		
	I-319337429001	OFFICE/MISC SUPPLIES - CH	R	8/07/2023	51.93		243828		
	I-319731949001	OFFICE/BREAK RM/PRINT SUPP-CH	R	8/07/2023	131.57		243828		
	I-320689572001	PAPER/TAPE - CH	R	8/07/2023	69.27		243828		
	I-320692745001	TONER - HR	R	8/07/2023	68.45		243828		
	I-320984268001	OFFICE SUPPLIES - CLERK	R	8/07/2023	59.76		243828		
	I-321218376001	OFFICE SUPPLIES - PSB	R	8/07/2023	190.62		243828		
	I-321470486001	HARD DRIVE - MU	R	8/07/2023	58.69		243828		
	I-321470848001	PENS/INK/MARKER - MU	R	8/07/2023	136.61		243828		
	I-323085799001	TRASH CAN - KL	R	8/07/2023	117.96		243828		2,406.60
					*** VENDOR TOTALS ***		1 CHECKS		2,406.60
008777		OPN ARCHITECTS							
	I-2380600-4	2023 SPACE NEEDS STUDY	R	8/07/2023	26,851.83		243829		26,851.83
					*** VENDOR TOTALS ***		1 CHECKS		26,851.83
009630		KINGFISHER LLC							
	I-1256	CANOPY-PRSC	R	8/07/2023	2,089.75		243830		2,089.75
					*** VENDOR TOTALS ***		1 CHECKS		2,089.75
007878		OVERDRIVE INC							
	I-06497CO23221167	MULTIMEDIA - KL	R	8/07/2023	984.77		243831		
	I-06497CO23221195	MULTIMEDIA -KL	R	8/07/2023	953.96		243831		
	I-06497CO23268099	MULTIMEDIA - KL	R	8/07/2023	387.47		243831		
	I-06497CO23270545	MULTIMEDIA - KL	R	8/07/2023	952.71		243831		
	I-06497DA23216665	MULTIMEDIA - KL	R	8/07/2023	76.98		243831		3,355.89
					*** VENDOR TOTALS ***		1 CHECKS		3,355.89
003568		MATTHEW OVERLAND							
	I-07/2023 SOFTBALL	07/2023 SUMMERFEST SOFTBALL	R	8/07/2023	350.00		243832		350.00
					*** VENDOR TOTALS ***		1 CHECKS		350.00

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011892		PALMETTO GBA							
	I-AFD29742	PATIENT REFUND - FD	R	8/07/2023	318.35		243833		318.35
					*** VENDOR TOTALS ***		1 CHECKS		318.35
007088		MARK A PARKS							
	I-06/23/2023 MEALS	6/23/23 MEAL	R	8/07/2023	18.70		243834		18.70
					*** VENDOR TOTALS ***		1 CHECKS		18.70
007900		PDQ.COM CORPORATION							
	I-PDQ-0468	PDQ DEPLOY INVENTORY CONN	R	8/07/2023	108.00		243835		
	I-PDQ48607	PDQ DEPLOY INVENTORY CONN	R	8/07/2023	3,825.00		243835		3,933.00
					*** VENDOR TOTALS ***		1 CHECKS		3,933.00
000055		C2G CORPORATION							
	I-CG19133	SHOP SUPPLIES - CG	R	8/07/2023	846.20		243836		846.20
					*** VENDOR TOTALS ***		1 CHECKS		846.20
002717		PEPSI-COLA METROPOLITAN BOTTLI							
	I-44252557	BEVERAGES FOR RESALE-OC	E	8/09/2023	540.71		007635		
	I-44468854	BEVERAGES FOR RESALE-HAWKEYE	E	8/09/2023	470.78		007635		
	I-44655556	BEVERAGES FOR RESALE - PRAC	E	8/09/2023	546.54		007635		
	I-44655562	BEVERAGES FOR RESALE -OC	E	8/09/2023	744.53		007635		
	I-45238954	BEVERAGES FOR RESALE-CFAC	E	8/09/2023	1,879.60		007635		
	I-47069705	BEVERAGES FOR RESALE -OC	E	8/09/2023	923.31		007635		
	I-47777851	BEVERAGES FOR RESALE-CFAC	E	8/09/2023	705.73		007635		5,811.20
					*** VENDOR TOTALS ***		1 CHECKS		5,811.20
009158		PERFORMANCE FOODSERVICE - THOM							
	C-7308826	CR: FOOD FOR RESALE -OC	R	8/07/2023	27.57CR		243837		
	C-7325620	CR: FOOD FOR RESALE -OC	R	8/07/2023	23.49CR		243837		
	I-7326294	FOOD FOR RESALE - OC	R	8/07/2023	508.60		243837		
	I-7332228	FOOD FOR RESALE-OC	R	8/07/2023	1,573.25		243837		
	I-7335732	FOOD FOR RESALE-OC	R	8/07/2023	1,546.17		243837		
	I-7341804	FOOD FOR RESALE-OC	R	8/07/2023	1,177.68		243837		4,754.64
					*** VENDOR TOTALS ***		1 CHECKS		4,754.64
011462		PHYSICIANS MUTUAL INSURANCE							
	I-AFD31229	INCORRECT PATIENT BILLED	R	8/07/2023	118.22		243838		118.22
					*** VENDOR TOTALS ***		1 CHECKS		118.22
000384		PITNEY BOWES INC							
	I-1023461300	04/30/23-07/30/23 RENTAL - PD	E	8/09/2023	105.00		007607		
	I-1023523591	RED INK CARTRIDGE - CH	E	8/09/2023	132.79		007607		
	I-3317818241	05/27/23-08/26/23 RENTAL -KL	E	8/09/2023	223.35		007607		461.14
					*** VENDOR TOTALS ***		1 CHECKS		461.14

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009011		THE PITNEY BOWES RESERVE ACCOU							
	I-07/2023 POSTAGE-CH	RES ACCT 20829776 - CH	E	8/09/2023	3,000.00		007671		3,000.00
					*** VENDOR TOTALS ***		1 CHECKS		3,000.00
003387		PJ IOWA LC PAPA JOHN'S PIZZA							
	I-159301	07/04 PIZZA CFAC	R	8/07/2023	127.50		243839		
	I-159376	6/30 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159378	6/30 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159389	7/03 PIZZA CFAC	R	8/07/2023	60.00		243839		
	I-159390	7/4 PIZZA CFAC	R	8/07/2023	135.00		243839		
	I-159392	6/27/23 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159393	7/4 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159394	7/5 PIZZA PRAC	R	8/07/2023	22.50		243839		
	I-159395	7/5 PIZZA CFAC	R	8/07/2023	45.00		243839		
	I-159396	7/5 PIZZA CFAC	R	8/07/2023	30.00		243839		
	I-159397	7/05/23 PIZZA HAWKEYE	R	8/07/2023	15.00		243839		
	I-159398	7/6 PIZZA CFAC	R	8/07/2023	75.00		243839		
	I-159399	7/6 PIZZA PRAC	R	8/07/2023	22.50		243839		
	I-159400	7/6 PIZZA CFAC	R	8/07/2023	67.50		243839		
	I-159401	7/6 PIZZA PRAC	R	8/07/2023	37.50		243839		
	I-159402	7/07 PIZZA PRAC	R	8/07/2023	15.00		243839		
	I-159403	7/7 PIZZA CFAC	R	8/07/2023	30.00		243839		
	I-159407	7/08/23 PIZZA HAWKEYE	R	8/07/2023	37.50		243839		
	I-159408	7/8 PIZZA CFAC	R	8/07/2023	90.00		243839		
	I-159409	7/08 PIZZA PRAC	R	8/07/2023	60.00		243839		
	I-159410	7/08 PIZZA HAWKEYE	R	8/07/2023	22.50		243839		
	I-159411	7/8 PIZZA HAWKEYE	R	8/07/2023	45.00		243839		
	I-159412	7/08 PIZZA HAWKEYE	R	8/07/2023	45.00		243839		
	I-159413	7/8 PIZZA PRAC	R	8/07/2023	37.50		243839		
	I-159414	7/8 PIZZA PRAC	R	8/07/2023	30.00		243839		
	I-159415	7/8 PIZZA CFAC	R	8/07/2023	22.50		243839		
	I-159417	7/8 PIZZA HAWKEYE	R	8/07/2023	45.00		243839		
	I-159419	7/09 PIZZA HAWKEYE	R	8/07/2023	22.50		243839		
	I-159420	7/9 PIZZA CFAC	R	8/07/2023	90.00		243839		
	I-159421	7/09 PIZZA PRAC	R	8/07/2023	30.00		243839		
	I-159422	7/09 PIZZA HAWKEYE	R	8/07/2023	22.50		243839		
	I-159423	7/9 PIZZA PRAC	R	8/07/2023	22.50		243839		
	I-159424	7/9 PIZZA CFAC	R	8/07/2023	97.50		243839		
	I-159425	7/9 PIZZA CFAC	R	8/07/2023	30.00		243839		
	I-159426	7/9 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159428	7/10 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159429	7/10 PIZZA PRAC	R	8/07/2023	45.00		243839		
	I-159430	7/10 PIZZA CFAC	R	8/07/2023	127.50		243839		
	I-159431	7/10 PIZZA PRAC	R	8/07/2023	15.00		243839		
	I-159447	6/28 PIZZA HAWKEYE	R	8/07/2023	15.00		243839		
	I-159626	7/10 PIZZA CFAC	R	8/07/2023	37.50		243839		
	I-159628	7/10 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159629	7/11 PIZZA PRAC	R	8/07/2023	45.00		243839		

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	I-159630	7/11 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159631	7/11 PIZZA CFAC	R	8/07/2023	105.00		243839		
	I-159632	7/11 PIZZA PRAC	R	8/07/2023	15.00		243839		
	I-159634	7/11 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159636	7/12 PIZZA CFAC	R	8/07/2023	67.50		243839		
	I-159637	7/12 PIZZA CFAC	R	8/07/2023	37.50		243839		
	I-159639	7/12 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159640	7/13 PIZZA CFAC	R	8/07/2023	67.50		243839		
	I-159641	7/13 PIZZA PRAC	R	8/07/2023	45.00		243839		
	I-159642	7/14 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159644	7/15 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159646	7/15 PIZZA PRAC	R	8/07/2023	52.50		243839		
	I-159647	7/15 PIZZA CFAC	R	8/07/2023	97.50		243839		
	I-159648	7/16 PIZZA CFAC	R	8/07/2023	90.00		243839		
	I-159649	7/16 PIZZA PRAC	R	8/07/2023	45.00		243839		
	I-159650	7/16 PIZZA CFAC	R	8/07/2023	37.50		243839		
	I-159651	7/16 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159662	7/13 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159663	7/15 PIZZA CFAC	R	8/07/2023	112.50		243839		
	I-159664	7/19 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159682	7/23 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159690	7/29 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159694	7/26 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		
	I-159697	7/27 PIZZA HAWKEYE	R	8/07/2023	7.50		243839		3,472.50
					*** VENDOR TOTALS ***		1 CHECKS		3,472.50
011708		PLAYAWAY PRODUCTS LLC							
	I-434836	MULTIMEDIA -KL	E	8/09/2023	76.49		007687		
	I-435884	MULTIMEDIA - KL	E	8/09/2023	463.44		007687		539.93
					*** VENDOR TOTALS ***		1 CHECKS		539.93
004410		POLK COUNTY PUBLIC WORKS DEPAR							
	I-3607	WATERSHED COORDINATOR	R	8/07/2023	15,800.00		243842		15,800.00
					*** VENDOR TOTALS ***		1 CHECKS		15,800.00
000120		POLK COUNTY SHERIFF'S OFFICE							
	I-11698	CASE 07/20/2023 SHERIFF FEES	R	8/07/2023	243.80		243843		
	I-12076	CASE 08/02/2023 SHERIFF FEES	R	8/07/2023	297.74		243843		541.54
					*** VENDOR TOTALS ***		1 CHECKS		541.54
009386		POMP'S TIRE SERVICE, INC							
	I-1400112846	#255 STEER TIRES	E	8/09/2023	1,081.33		007674		
	I-1400114917	#141 TIRES	E	8/09/2023	2,120.00		007674		
	I-1400114918	UNIT #151 TIRES	E	8/09/2023	248.96		007674		
	I-1400115725	UNIT #245 ROAD SERVICE	E	8/09/2023	575.47		007674		
	I-1400115773	UNIT #730 TIRES	E	8/09/2023	420.00		007674		4,445.76
					*** VENDOR TOTALS ***		1 CHECKS		4,445.76

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002713		PROTEX CENTRAL INC							
	I-143814	EXTINGUISHER INSPECTION-PK MNT	R	8/07/2023	245.00		243844		
	I-143815	FE INSPECTION - WASTE WATER	R	8/07/2023	245.00		243844		
	I-144091	EXTINGUISHER INSPECTION-PRSC	R	8/07/2023	140.00		243844		630.00
					*** VENDOR TOTALS ***		1 CHECKS		630.00
007983		PUSH PEDAL PULL INC							
	I-361978	TREADMILL SERVICE - FD	R	8/07/2023	157.98		243845		
	I-363619	PRVENTATIVE MAINTENANCE-ACC	R	8/07/2023	375.00		243845		532.98
					*** VENDOR TOTALS ***		1 CHECKS		532.98
005151		JULS DESIGN INC							
	I-12154	DESIGN/PROD/CONSULT-COMM	E	8/09/2023	140.41		007649		140.41
					*** VENDOR TOTALS ***		1 CHECKS		140.41
006390		QUILL CORPORATION							
	I-33219161	PAPER - P&R	R	8/07/2023	23.79		243846		
	I-33268591	PENTEL ENERGEL -P&R	R	8/07/2023	56.08		243846		79.87
					*** VENDOR TOTALS ***		1 CHECKS		79.87
009229		COLTON RINEHART							
	I-07/08/23 SHOES	07/2023 SHOE REIMBURSEMENT	E	8/09/2023	140.00		007700		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
010255		RIP ROAR EVENTS							
	I-07/18/2023	07/2023 EQUIPMENT RENTAL	R	8/07/2023	600.00		243847		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00
011464		RJN GROUP, INC.							
	I-399202	MANHOLE INSPECTIONS	E	8/09/2023	9,307.50		007681		9,307.50
					*** VENDOR TOTALS ***		1 CHECKS		9,307.50
011880		CRISTINA RODRIGUEZ							
	I-07/13/23	STORMWATER BMP REIMBURSEMENT	R	8/07/2023	75.00		243848		75.00
					*** VENDOR TOTALS ***		1 CHECKS		75.00
006802		ROMTEC INC							
	I-INV1139 #2	PAY 2-MIDWAY PK RR CONST	E	8/09/2023	30,000.00		007658		30,000.00
					*** VENDOR TOTALS ***		1 CHECKS		30,000.00
011633		KAREN ROSE							
	I-06/22/23-07/29/23	6/22-7/29/23 SALSA DANCING	E	8/09/2023	480.00		007706		480.00
					*** VENDOR TOTALS ***		1 CHECKS		480.00

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006366		ROTELLA'S ITALIAN BAKERY INC							
	I-Y83592	FOOD FOR RESALE-OC	E	8/09/2023	36.40		007657		
	I-Y85385	FOOD FOR RESALE-OC	E	8/09/2023	95.86		007657		
	I-Y87505	FOOD FOR RESALE - OC	E	8/09/2023	32.62		007657		
	I-Y88497	FOOD FOR RESALE - OC	E	8/09/2023	191.14		007657		
	I-Y91458	FOOD FOR RESALE - OC	E	8/09/2023	17.80		007657		
	I-Y93213	FOOD FOR RESALE - OC	E	8/09/2023	119.72		007657		493.54
					*** VENDOR TOTALS ***		1 CHECKS		493.54
006512		REVOLUTIONS A TWIRLING ACADEMY							
	I-07/2023 TWIRL	07/2023 TWIRLING ACADEMY	R	8/07/2023	300.00		243849		300.00
					*** VENDOR TOTALS ***		1 CHECKS		300.00
004079		STRAWBERRY PATCH							
	I-94074	GILDEN YOUTH TEES - P&R	R	8/07/2023	804.00		243850		804.00
					*** VENDOR TOTALS ***		1 CHECKS		804.00
001769		GARY SANDERS							
	I-07/01/2023 SHOES	7/01/23 SHOES	R	8/07/2023	68.58		243851		68.58
					*** VENDOR TOTALS ***		1 CHECKS		68.58
009988		OLIVIA SANDQUIST							
	I-07/2023 VB CLINIC	07/2023 SAND VOLLEYBALL CLINIC	E	8/09/2023	600.00		007702		600.00
					*** VENDOR TOTALS ***		1 CHECKS		600.00
005570		SANDRY FIRE SUPPLY LLC							
	I-INV-029336	EQUIPMENT SERVICES - FD	E	8/09/2023	64.17		007652		
	I-INV-029506	CHISEL CHAIN - FD	E	8/09/2023	300.00		007652		364.17
					*** VENDOR TOTALS ***		1 CHECKS		364.17
008375		SARGENT METAL FABRICATING							
	I-54406	STEEPLATES FOR FRNT ENTRY	R	8/07/2023	700.00		243852		700.00
					*** VENDOR TOTALS ***		1 CHECKS		700.00
008661		ROBERT SCHULTZ							
	I-07/2023 SMRFST SB	07/2023 SMRFST SOFTBALL UMP	R	8/07/2023	224.00		243853		224.00
					*** VENDOR TOTALS ***		1 CHECKS		224.00
002217		SENECA COMPANIES							
	I-2213013 RI	FUELING STATION PARTS	E	8/09/2023	266.09		007631		
	I-2215290	LIFT SERVICE - CG	E	8/09/2023	353.50		007631		619.59
					*** VENDOR TOTALS ***		1 CHECKS		619.59

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002116		SHATTUCK/RPM INC							
	I-17113	SOD -PRSC	E	8/09/2023	262.00		007627		262.00
					*** VENDOR TOTALS ***		1 CHECKS		262.00
003648		CHARLES WILLIAM SHIELDS							
	I-07/2023 UMPIRE	07/2023 SUMMERFEST UMPIRE	R	8/07/2023	544.00		243854		544.00
					*** VENDOR TOTALS ***		1 CHECKS		544.00
011886		STEPHEN SHIELDS							
	I-07/2023 UMPIRE	07/2023 SUMMERFEST UMPIRE	R	8/07/2023	416.00		243855		416.00
					*** VENDOR TOTALS ***		1 CHECKS		416.00
008471		SHIVE-HATTERY INC							
	I-4185992-34 #32	PAY 32-ANKENY SENIOR CENTER	E	8/09/2023	258.50		007666		258.50
					*** VENDOR TOTALS ***		1 CHECKS		258.50
011405		SHORT ELLIOTT HENDRICKSON INCO							
	I-ANKMU 165980	PAY 12-S ANKENY BLVD TRNSMSN	E	8/09/2023	32,533.25		007678		32,533.25
					*** VENDOR TOTALS ***		1 CHECKS		32,533.25
009078		SITEONE LANDSCAPE SUPPLY HOLDI							
	I-132968371-001	IRRIGATION PARTS-OCM	R	8/07/2023	197.91		243856		197.91
					*** VENDOR TOTALS ***		1 CHECKS		197.91
000990		SNYDER & ASSOCIATES INC							
	I-119.0290.01 #43	PAY 43 SE CROSSWINDS DR RISE	E	8/09/2023	2,324.12		007618		
	I-119.0975.01B #16	PAY 16-NW NTHLWN UTLTY IMP P2	E	8/09/2023	3,024.38		007618		
	I-119.0975.01C #2	PAY 2-NW NTHLWN UTLTY IMP P3	E	8/09/2023	25,783.30		007618		
	I-120.0274.01 #30	PAY 30- HTT EXT MAG/ORALABOR	E	8/09/2023	6,805.75		007618		
	I-120.0315.01 #30	PAY 30-N ANK BLVD LNDSCP IMP	E	8/09/2023	21,087.08		007618		
	I-120.1113.01 #29	PAY 29-HTT TRNSMSN MN/DRNG	E	8/09/2023	20,447.16		007618		
	I-121.0695.01 #24	PAY 24-NE DELWRE RECON5TH/18TH	E	8/09/2023	35,473.32		007618		
	I-123.0680.01 #3	PAY 3-S ANK BLVD IMP/PET/1ST	E	8/09/2023	58,569.75		007618		173,514.86
					*** VENDOR TOTALS ***		1 CHECKS		173,514.86
011758		JONATHAN SOUBAYI							
	I-06/20/2023	6/20/23 MEAL	E	8/09/2023	10.08		007708		10.08
					*** VENDOR TOTALS ***		1 CHECKS		10.08
004119		WILLIAM J FRENCH							
	I-19811	FUEL ADDITVE - CG	R	8/07/2023	2,486.00		243857		2,486.00
					*** VENDOR TOTALS ***		1 CHECKS		2,486.00

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011866		KIRAN MAYI KARIMIJJI							
	I-0001	07/2023 HENNA SVCS	R	8/07/2023	125.00		243858		125.00
					*** VENDOR TOTALS ***		1 CHECKS		125.00
002339		STAPLES CONTRACT & COMMERCIAL							
	I-3541302528	OFFICE SUPPLIES - PD	R	8/07/2023	282.96		243859		
	I-3542112948	OFFICE SUPPLIES - PW	R	8/07/2023	97.98		243859		
	I-3542539108	SOLO CONE -OCM	R	8/07/2023	338.78		243859		719.72
					*** VENDOR TOTALS ***		1 CHECKS		719.72
000474		STATE HYGIENIC LABORATORY AR							
	I-258447	6/30/2023 TESTING	E	8/09/2023	15.50		007612		15.50
					*** VENDOR TOTALS ***		1 CHECKS		15.50
002474		STATE STEEL OF DES MOINES							
	I-DM538843	STAINLESS STRIP/ANGLE - PW	R	8/07/2023	213.00		243860		213.00
					*** VENDOR TOTALS ***		1 CHECKS		213.00
004908		MIKE STENSRUD							
	I-7/7/2023	SAFETY BOOTS REIMBURSEMENT	E	8/09/2023	140.00		007693		140.00
					*** VENDOR TOTALS ***		1 CHECKS		140.00
010353		STERICYCLE INC							
	I-4011916064	8/2023 TO 7/2024 WASTE	R	8/07/2023	5,489.16		243861		5,489.16
					*** VENDOR TOTALS ***		1 CHECKS		5,489.16
004250		GL DODGE CITY LLC							
	I-456871 CHR	UNIT #935 PARTS	R	8/07/2023	417.84		243862		417.84
					*** VENDOR TOTALS ***		1 CHECKS		417.84
011487		STRETCH LAWN CARE							
	I-3060	7/8-7/14/23 SOUTH ZONE B	E	8/09/2023	6,208.37		007682		
	I-3061	07/15-07/21/23 SOUTH ZONE B	E	8/09/2023	6,245.10		007682		
	I-3062	7/22-7/28/23 SOUTH ZONE B	E	8/09/2023	6,245.10		007682		18,698.57
					*** VENDOR TOTALS ***		1 CHECKS		18,698.57
007400		STRYKER SALES CORPORATION							
	I-9204279714	WING COVER - FD	R	8/07/2023	147.71		243863		
	I-9204281352	ASSEMBLY/BATT CHARGER-FD	R	8/07/2023	1,301.10		243863		
	I-9204299944	POWER CORD ASSEMBLY - FD	R	8/07/2023	37.25		243863		
	I-9204345088	BATTERY SERVICE - FD	R	8/07/2023	907.65		243863		2,393.71
					*** VENDOR TOTALS ***		1 CHECKS		2,393.71

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001859		SVPA ARCHITECTS INC.							
	I-23019.00/38751 #4	PAY 4-FIRE STATION #4	R	8/07/2023	16,723.20		243864		16,723.20
					*** VENDOR TOTALS ***		1 CHECKS		16,723.20
001814		SWANK MOTION PICTURES INC							
	I-DB 3418507	DC LEAGUE OF SUPER PETS	E	8/09/2023	450.00		007622		
	I-DB 3423187	PAWS OF FURY -P&R	E	8/09/2023	450.00		007622		900.00
					*** VENDOR TOTALS ***		1 CHECKS		900.00
009409		FCH LLC							
	I-615626	7/17-7/20/23 CAMPS	E	8/09/2023	2,528.00		007675		2,528.00
					*** VENDOR TOTALS ***		1 CHECKS		2,528.00
005089		SYNERGY CONTRACTING LLC							
	I-PAY 8-HTT WTR TRNS	PAY 8-HTT WTR TRNS MN/DRNG	E	8/09/2023	716,604.58		007648		716,604.58
					*** VENDOR TOTALS ***		1 CHECKS		716,604.58
000124		SYSCO IOWA INC							
	C-13934078P	CR: FOOD FOR RESALE - AC	R	8/07/2023	718.48CR		243865		
	C-339168051	CR: FOOD FOR RESALE - OC	R	8/07/2023	260.00CR		243865		
	I-339155040	FOOD FOR RESALE - OC	R	8/07/2023	509.91		243865		
	I-339164545	FOOD FOR RESALE -OC	R	8/07/2023	511.78		243865		
	I-339166865	FOOD FOR RESALE -CFAC	R	8/07/2023	1,124.05		243865		
	I-339170135	FOOD FOR RESALE -OC	R	8/07/2023	51.29		243865		
	I-339170390	FOOD FOR RESALE-OC	R	8/07/2023	85.90		243865		
	I-339170393	FOOD FOR RESALE-OC	R	8/07/2023	21.79		243865		
	I-339173596	FOOD FOR RESALE -OC	R	8/07/2023	337.44		243865		
	I-339176644	FOOD FOR RESALE-CFAC	R	8/07/2023	557.40		243865		2,221.08
					*** VENDOR TOTALS ***		1 CHECKS		2,221.08
010068		T-MOBILE USA INC							
	I-7/21/2023	6/21/23-7/20/23 STATEMENT	R	8/07/2023	971.39		243866		971.39
					*** VENDOR TOTALS ***		1 CHECKS		971.39
000455		TESDELL ELECTRIC LTD							
	I-143653	UNDERWATER LT REPAIR-PRAC	R	8/07/2023	982.98		243867		982.98
					*** VENDOR TOTALS ***		1 CHECKS		982.98
000444		TOMPKINS INDUSTRIES INC							
	I-405492896	EQUIPMENT PARTS - MU	E	8/09/2023	26.53		007609		
	I-405503184	SALT AUGER PARTS - PW	E	8/09/2023	21.14		007609		
	I-405506907	BUILDING SUPPLIES - MU	E	8/09/2023	24.91		007609		72.58
					*** VENDOR TOTALS ***		1 CHECKS		72.58

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009541		MIKLANNET TENNAL							
	I-06/12/23-06/21/23	06/23 LITTLE ATHLETES	E	8/09/2023	2,134.40		007701		2,134.40
					*** VENDOR TOTALS ***		1 CHECKS		2,134.40
004343		TRACTOR SUPPLY COMPANY							
	I-369689	SALT AUGER SUPPLIES - PW	R	8/07/2023	12.99		243868		
	I-639393	CATTLE PANEL - RAGBRAI COMM	R	8/07/2023	119.96		243868		
	I-641848	CONNECTOR - OCM	R	8/07/2023	34.99		243868		167.94
					*** VENDOR TOTALS ***		1 CHECKS		167.94
011356		TREEHUGGER COMPLETE TREE CARE							
	I-01494-1	TREE REMOVAL SERVICE	R	8/07/2023	11,550.00		243869		11,550.00
					*** VENDOR TOTALS ***		1 CHECKS		11,550.00
005030		TRIATHLON RACERS OF IOWA							
	I-07/2023 DONATION	07/2023 YOUTH TRI DONATION	R	8/07/2023	300.00		243870		
	I-2023 TRI PREP	2023 TRI RACERS TRI PREP	R	8/07/2023	2,663.20		243870		2,963.20
					*** VENDOR TOTALS ***		1 CHECKS		2,963.20
011455		TRIVISTA COMPANIES INC							
	I-XA100006362:01	UNIT #225 PARTS	R	8/07/2023	977.93		243871		
	I-XA100006424:01	UNIT #225 PARTS	R	8/07/2023	979.07		243871		1,957.00
					*** VENDOR TOTALS ***		1 CHECKS		1,957.00
010088		TRUCK CENTER COMPANIES EAST LL							
	C-XA301340916:01	CR: UNIT #132 PARTS	E	8/09/2023	125.65CR		007677		
	I-XA301342280:01	UNIT #220 PARTS	E	8/09/2023	210.02		007677		84.37
					*** VENDOR TOTALS ***		1 CHECKS		84.37
000468		TRUCK EQUIPMENT INC							
	I-311359	#220 WANDER HOSE CONTROL	E	8/09/2023	1,423.30		007610		1,423.30
					*** VENDOR TOTALS ***		1 CHECKS		1,423.30
007454		TUBE PRO INC							
	I-00058411	TUBES - AC	R	8/07/2023	1,487.50		243872		
	I-00058572	TUBES - CFAC	R	8/07/2023	1,487.50		243872		2,975.00
					*** VENDOR TOTALS ***		1 CHECKS		2,975.00
003278		DAVIS EQUIPMENT CORPORATION							
	I-JI80499	RAKE - OCM	E	8/09/2023	141.04		007640		
	I-JI80918	BEDKNIFE - OCM	E	8/09/2023	483.00		007640		624.04
					*** VENDOR TOTALS ***		1 CHECKS		624.04

VENDOR SET: 01 City of Ankeny
BANK: APGWB FIRST INTERSTATE BANK
DATE RANGE: 7/20/2023 THRU 8/09/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000966		U S BANK							
	I-06/23 P-CARD STMT	U S BANK	D	7/20/2023	32,836.57		002279		32,836.57
					*** VENDOR TOTALS ***		1 CHECKS		32,836.57
002394		THE UNDERGROUND COMPANY LTD							
	I-3054	CLEAN DEBRIS FROM STORM	R	8/07/2023	800.00		243873		800.00
					*** VENDOR TOTALS ***		1 CHECKS		800.00
009522		UNITED HEALTHCARE							
	I-AFD30816	PATIENT REFUND - FD	R	8/07/2023	929.10		243874		929.10
					*** VENDOR TOTALS ***		1 CHECKS		929.10
005813		EXECUTIVE SERVICES INC							
	I-80562	BUSINESS CARDS-RH, RM	E	8/09/2023	119.48		007653		
	I-80704	ENVELOPES - FD/PARKS	E	8/09/2023	501.41		007653		
	I-80705	BUSINESS CARDS-SOUBAYI,KRUEGER	E	8/09/2023	146.68		007653		767.57
					*** VENDOR TOTALS ***		1 CHECKS		767.57
011876		HD SUPPLY, INC.							
	C-SCN002054	CR: DIGITAL TITRATOR - MU	E	8/09/2023	443.00CR		007690		
	I-INV00048652	ELECTRODE GEL - MU	E	8/09/2023	555.74		007690		
	I-INV00057061	CHLORINE - MU	E	8/09/2023	241.14		007690		353.88
					*** VENDOR TOTALS ***		1 CHECKS		353.88
010036		USCC SERVICES LLC							
	I-0590133935	07/2023 STATEMENT -KL	R	8/07/2023	841.55		243875		841.55
					*** VENDOR TOTALS ***		1 CHECKS		841.55
007496		VALLEY ENVIRONMENTAL SERVICES							
	I-841911	FILTER DRUM - CG	E	8/09/2023	210.00		007659		210.00
					*** VENDOR TOTALS ***		1 CHECKS		210.00
000477		VALUE LINE PUBLISHING LLC							
	I-JW23-6035	9/1/23-8/31/24 RENEWAL	E	8/09/2023	3,150.00		007613		3,150.00
					*** VENDOR TOTALS ***		1 CHECKS		3,150.00
005012		VAN-WALL EQUIPMENT INC							
	I-5925991	CARBURETOR REPAIRS-PRSC	E	8/09/2023	697.80		007647		
	I-5926543	KEY/ROTARY SWITCH -PRSC	E	8/09/2023	45.08		007647		
	I-5926640	HP ULTRA/RECOIL ASMBLY-PRSC	E	8/09/2023	115.63		007647		
	I-5926645	VBELT - PRSC	E	8/09/2023	76.91		007647		
	I-5926649	CABLES/NUTS/GRD-PRSC	E	8/09/2023	105.09		007647		
	I-5946911	UNIT #730 PARTS	E	8/09/2023	2.11		007647		
	I-5948548	SPARK PLUG/FILTER - PRSC	E	8/09/2023	8.16		007647		
	I-5949675	FILTER - PRSC	E	8/09/2023	5.00		007647		
	I-5949993	EQUIPMENT REPAIRS -PRSC	E	8/09/2023	494.08		007647		
	I-5950077	#245 MOWER	E	8/09/2023	2,764.65		007647		
	I-5952696	ORING/PLUGS - PRSC EQUIP	E	8/09/2023	21.06		007647		

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DATE RANGE: 7/20/2023 THRU 8/09/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-5955530	UNIT #245 PARTS	E	8/09/2023	32.23		007647		
	I-5956394	UNIT #809 BALL JOINTS	E	8/09/2023	107.89		007647		
	I-5958638	UNIT #811 PUSH PULL CA	E	8/09/2023	155.29		007647		
	I-5960221	UNIT #809 BALL JOINTS	E	8/09/2023	5.23		007647		
	I-5963392	UNIT #811 PIN/CABLE	E	8/09/2023	18.18		007647		
	I-5966242	UNIT #811 PIN FASTEN	E	8/09/2023	76.48		007647		4,730.87
					*** VENDOR TOTALS ***		1 CHECKS		4,730.87
009142		JESSICA WADDILL							
	I-8/1/2023	7/24/23-7/27/23 MILEAGE	E	8/09/2023	37.47		007699		37.47
					*** VENDOR TOTALS ***		1 CHECKS		37.47
004796		WALSH DOOR & HARDWARE COMPANY							
	C-799286	CR: AUDIO IO MOD	R	8/07/2023	833.44CR		243876		
	I-798928	PD SECURITY CAMERA RPLCMNT	R	8/07/2023	18,900.00		243876		18,066.56
					*** VENDOR TOTALS ***		1 CHECKS		18,066.56
010002		WARNERS' STELLIAN COMPANY INC							
	I-INV-449750	FS#2 DRYER	R	8/07/2023	1,059.97		243877		1,059.97
					*** VENDOR TOTALS ***		1 CHECKS		1,059.97
003376		WASHER SYSTEMS OF IOWA, INC							
	I-165628	PRESSURE WASHER	R	8/07/2023	12,870.00		243878		12,870.00
					*** VENDOR TOTALS ***		1 CHECKS		12,870.00
002569		WASTE CONNECTIONS INC							
	I-3525355T071	07/2023 WASTE SVCS-AMP	R	8/07/2023	47.45		243879		
	I-3525359T071	7/1-7/31/23 SVCS - FS#2	R	8/07/2023	63.25		243879		
	I-3525360T071	7/1-7/31/23 SVCS - FS#1	R	8/07/2023	276.34		243879		
	I-3525361T071	7/1-7/31/23 SVCS - FS#3	R	8/07/2023	63.25		243879		
	I-3525363T071	07/2023 WASTE SVCS HWKY	R	8/07/2023	47.45		243879		
	I-3525364T071	07/2023 WASTE SVCS -OC PRO	R	8/07/2023	252.99		243879		
	I-3525365T071	07/2023 WASTE SERVICES -OCM	R	8/07/2023	94.88		243879		
	I-3525366T071	7/1-7/31/23 SVCS - MAINT FAC	R	8/07/2023	292.32		243879		
	I-3525367T071	07/2023 WASTE SVCS-PRSC	R	8/07/2023	252.99		243879		
	I-3525368T071	07/2023 WASTE SVCS-PK SHOP	R	8/07/2023	252.99		243879		
	I-3525369T071	7/1-7/31/23 SVCS - PD	R	8/07/2023	63.25		243879		
	I-3525371T071	07/2023 WASTE SVCS -PRSC	R	8/07/2023	252.99		243879		
	I-3525372T071	7/1-7/31/23 SVCS - PSB	R	8/07/2023	81.16		243879		
	I-3525374T071	7/1-7/31/23 SVCS - WASTEWATER	R	8/07/2023	96.96		243879		2,138.27
					*** VENDOR TOTALS ***		1 CHECKS		2,138.27
011754		CALEB WEDDLE							
	I-07/2023 SHOES	07/2023 SHOES	E	8/09/2023	85.59		007707		85.59
					*** VENDOR TOTALS ***		1 CHECKS		85.59

VENDOR SET: 01 City of Ankeny
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VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
007822		WEE'S TEES LLC							
	I-15752	TSHIRTS -PRSC	R	8/07/2023	354.00		243880		354.00
					*** VENDOR TOTALS ***		1 CHECKS		354.00
000080		WELLMARK							
	I-AFD29742	PATIENT REFUND - FD	R	8/07/2023	81.21		243881		81.21
					*** VENDOR TOTALS ***		1 CHECKS		81.21
008712		WHENTOWORK INC							
	I-74509491-250-12-23	FY 24 ONLINE SCHEDULING -P&R	R	8/07/2023	975.00		243882		975.00
					*** VENDOR TOTALS ***		1 CHECKS		975.00
011799		WHITE CAP, LP							
	I-50022729863	50LB PAIL SPEED ROCK WR-KL	R	8/07/2023	174.28		243883		174.28
					*** VENDOR TOTALS ***		1 CHECKS		174.28
009569		WPS MEDICARE PART B							
	I-AFD30816	PATIENT REFUND - FD	R	8/07/2023	478.42		243884		478.42
009569		WPS MEDICARE PART B							
	I-AFD31229	INCORRECT PATIENT BILLED	R	8/07/2023	463.40		243885		463.40
					*** VENDOR TOTALS ***		2 CHECKS		941.82
011414		WRH, INC.							
	I-2202-00-1389 #10	PAY 10-WELL#7/ASR#3/WELL PMP	R	8/07/2023	16,150.00		243886		16,150.00
					*** VENDOR TOTALS ***		1 CHECKS		16,150.00
011351		COX SUBSCRIPTIONS, INC							
	I-3125436	09/01/23-08/31/24 RENEWAL	R	8/07/2023	4,152.45		243887		4,152.45
					*** VENDOR TOTALS ***		1 CHECKS		4,152.45
005056		YOUTH TECH INC							
	I-7596	YOUTH TECH JULY5-7	R	8/07/2023	2,496.00		243888		2,496.00
					*** VENDOR TOTALS ***		1 CHECKS		2,496.00
002783		ZIEGLER INC							
	C-CM000128372	CR: UNIT #255 PARTS	E	8/09/2023	311.56CR		007636		
	I-IN000997145	UNIT #255 PARTS	E	8/09/2023	169.81		007636		
	I-IN001007792	UNIT #255 PARTS	E	8/09/2023	94.50		007636		
	I-IN001011308	UNIT #255 PARTS	E	8/09/2023	2.16		007636		
	I-IN001087074	VEHICLE MAINT SUPPLIES - PW	E	8/09/2023	608.22		007636		563.13
					*** VENDOR TOTALS ***		1 CHECKS		563.13

VENDOR SET: 01 City of Ankeny
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DATE RANGE: 7/20/2023 THRU 8/09/2023

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008820		SIOUXLAND TURF PRODUCTS INC							
	I-182870	CHEMICALS-OCM	E	8/09/2023	1,845.00		007669		
	I-182974	GREENS FERTILIZER-OC	E	8/09/2023	1,091.50		007669		2,936.50
					*** VENDOR TOTALS ***		1 CHECKS		2,936.50

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	261			2,501,702.83	0.00	2,501,702.83
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	1			32,836.57	0.00	32,836.57
EFT:	113			1,653,938.90	0.00	1,653,938.90
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:	375	4,188,478.30	0.00	4,188,478.30
BANK: APGWB TOTALS:	375	4,188,478.30	0.00	4,188,478.30
REPORT TOTALS:	375	4,188,478.30	0.00	4,188,478.30

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

In 2007 the City and School District entered into a 28E Agreement to construct eight (8) tennis courts at the Prairie Ridge Sports Complex. The City committed $200,000 towards the construction of the courts. As part of the "Mutual Responsibilities Regarding Costs, future maintenance including resurfacing, shall be jointly paid for by both parties on a 50-50 basis.

The eight (8) east tennis courts are now in need of an overlay as annual crack sealing and other maintenance measures are no longer allowing for a safe and competitive playing surface. During the annual review of the courts last fall, City and School District staff agreed that the overlay of the eight (8) courts needs to be completed. The School District has funding set aside to complete the overlay in 2023. The School District is contracting the project as the courts are located on their property.

Snyder & Associates was contracted as the engineering firm to oversee the project at a cost of $27,500.00.

Bid proposals were received on August 1, 2023 for the Prairie Ridge Sports Complex East 8 Tennis Court Renovations project. Four bids were submitted, with InRoads LLC. out of Des Moines, Iowa being the low bidder, with a total bid amount of $530,285.00. Please see the attached Bid Tabulation for additional information.

The bid amount of $530,285.00 is below the Engineer's Estimate of $659,147.00 and InRoads LLC has experience with similar projects.

The Ankeny Community School District is recommending the project for award at their August 7, 2023 board meeting.

FISCAL IMPACT: **No**

The Prairie Ridge Sports Complex - East 8 Tennis Court Renovations project is included in the 2023-2027 CIP with construction scheduled for 2023. Council approved the project and allocated $360,000.00 towards the renovation.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approving 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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Bid Tab
Bid Recommendation Letter
Contract
Bonds

TABULATION OF BIDS

Prairie Ridge Sports Complex East 8 Tennis Court Renovations Project

Ankeny Community School District

August 1, 2023, 2:00 p.m.

123.0647.01

						1		2		3		4	
				ENGINEER'S ESTIMATE		INROADS LLC		GRIMES ASPHAL & PAVING		OMG MIDWEST DBA DSM ASPHALT & PAVING		MINTURN, INC	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	GENEARL PROVISIONS												
1.1	Mobilization	LS	1	$ 25,000.00	$ 25,000.00	$ 45,500.00	$ 45,500.00	$ 39,303.00	$ 39,303.00	$ 67,000.00	$ 67,000.00	$ 57,400.00	$ 57,400.00
1.2	Surface Restoration	LS	1	$ 2,500.00	$ 2,500.00	$ 34,500.00	$ 34,500.00	$ 4,687.50	$ 4,687.50	$ 5,625.00	$ 5,625.00	$ 9,500.00	$ 9,500.00
	SITE DEMOLITION												
2.1	Demolition - 4' Ht Fence Posts and Salvage Fabric	LS	1	$ 4,000.00	$ 4,000.00	$ 1,925.00	$ 1,925.00	$ 2,187.50	$ 2,187.50	$ 2,200.00	$ 2,200.00	$ 2,500.00	$ 2,500.00
2.2	Demolition - 10' Ht Fence Posts and Salvage Fabric	LS	1	$ 15,000.00	$ 15,000.00	$ 8,800.00	$ 8,800.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
2.3	Demolition - Tennis Net Posts and Center Anchors	LS	1	$ 5,500.00	$ 5,500.00	$ 7,225.00	$ 7,225.00	$ 12,825.00	$ 12,825.00	$ 8,000.00	$ 8,000.00	$ 5,000.00	$ 5,000.00
2.4	Demolition - Asphalt Under Fence	SF	4,320	$ 5.00	$ 21,600.00	$ 3.50	$ 15,120.00	$ 3.30	$ 14,256.00	$ 5.00	$ 21,600.00	$ 5.00	$ 21,600.00
2.5	Demolition - Concrete Corners	SF	550	$ 3.50	$ 1,925.00	$ 5.00	$ 2,750.00	$ 4.80	$ 2,640.00	$ 5.00	$ 2,750.00	$ 5.00	$ 2,750.00
2.6	Demolition - PCC Sidewalk (access removal)	SF	256	$ 3.50	$ 896.00	$ 7.00	$ 1,792.00	$ 10.00	$ 2,560.00	$ 10.00	$ 2,560.00	$ 5.00	$ 1,280.00
2.7	Demolition - Concrete & Petrotac	LS	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 41,200.00	$ 41,200.00	$ 13,400.00	$ 13,400.00	$ 35,000.00	$ 35,000.00
	PAVEMENTS												
3.1	1.5" Mill Existing HMA	SY	4,987	$ 15.00	$ 74,805.00	$ 5.00	$ 24,935.00	$ 4.50	$ 22,441.50	$ 5.00	$ 24,935.00	$ 6.00	$ 29,922.00
3.2	1.5" Depth HMA Overlay	SY	4,987	$ 45.00	$ 224,415.00	$ 20.00	$ 99,740.00	$ 21.00	$ 104,727.00	$ 22.00	$ 109,714.00	$ 22.00	$ 109,714.00
3.3	3.5" Depth HMA Base	SY	8	$ 45.00	$ 360.00	$ 165.00	$ 1,320.00	$ 725.00	$ 5,800.00	$ 335.00	$ 2,680.00	$ 330.00	$ 2,640.00
3.4	Court Surfacing and Painting	SY	4,987	$ 18.00	$ 89,766.00	$ 16.00	$ 79,792.00	$ 15.30	$ 76,301.10	$ 17.80	$ 88,768.60	$ 12.25	$ 61,090.75
3.5	5" Depth PCC Pavement	SF	5,920	$ 7.00	$ 41,440.00	$ 6.75	$ 39,960.00	$ 10.00	$ 59,200.00	$ 10.20	$ 60,384.00	$ 19.00	$ 112,480.00
3.6	6" Depth PCC Pavement	SF	256	$ 7.50	$ 1,920.00	$ 7.50	$ 1,920.00	$ 11.00	$ 2,816.00	$ 11.25	$ 2,880.00	$ 14.00	$ 3,584.00
	COURT AMENITIES												
4.1	4' Ht Fence Posts - Green Vinyl Coated	LF	240	$ 30.00	$ 7,200.00	$ 33.75	$ 8,100.00	$ 18.75	$ 4,500.00	$ 18.75	$ 4,500.00	$ 16.00	$ 3,840.00
4.2	10' Ht Fence Posts - Green Vinyl Coated	LF	1,010	$ 50.00	$ 50,500.00	$ 72.85	$ 73,578.50	$ 43.50	$ 43,935.00	$ 43.50	$ 43,935.00	$ 38.00	$ 38,380.00
4.3	Reinstall Salvaged 4' Ht Fence Fabric	LF	240	$ 8.00	$ 1,920.00	$ 17.50	$ 4,200.00	$ 19.75	$ 4,740.00	$ 19.75	$ 4,740.00	$ 16.00	$ 3,840.00
4.4	Reinstall Salvaged 10' Ht Fence Fabric	LF	1,010	$ 20.00	$ 20,200.00	$ 34.75	$ 35,097.50	$ 39.50	$ 39,895.00	$ 39.50	$ 39,895.00	$ 32.00	$ 32,320.00
4.5	Tennis Net and Post (per court)	EA	8	$ 4,000.00	$ 32,000.00	$ 1,402.50	$ 11,220.00	$ 3,625.00	$ 29,000.00	$ 1,593.75	$ 12,750.00	$ 3,000.00	$ 24,000.00
4.6	4' Ht Gate Opening in Fence	EA	4	$ 800.00	$ 3,200.00	$ 742.50	$ 2,970.00	$ 843.75	$ 3,375.00	$ 850.00	$ 3,400.00	$ 700.00	$ 2,800.00
4.7	10' Ht Gate Opening in Fence	EA	4	$ 2,500.00	$ 10,000.00	$ 1,210.00	$ 4,840.00	$ 1,375.00	$ 5,500.00	$ 5,500.00	$ 22,000.00	$ 1,200.00	$ 4,800.00
				TOTAL BASE BID:	**$ 659,147.00**		**$ 530,285.00**		**$ 531,889.60**		**$ 553,716.60**		**$ 574,440.75**
				BID SECURITY:			10%		10%		10%		10%

August 1, 2023

Tim Simpkins
Ankeny Community School District
306 SW School Street
Ankeny, IA 50021

RE: BID TABULATION AND RECOMMENDATION
PRAIRIE RIDGE SPORTS COMPLEX EAST 8 TENNIS COURT RENOVATIONS

Dear Tim:

Bid proposals were received on August 1, 2023 for the Prairie Ridge Sports Complex East 8 Tennis Court Renovations project. Four bids were submitted, with InRoads LLC. out of Des Moines, Iowa being the low bidder, with a total bid amount of $530,285.00. Please see the attached Bid Tabulation for additional information.

The bid amount of $530,285.00 is below the Engineer's Estimate of $659,147.00 and InRoads LLC. has experience with similar projects. Snyder & Associates recommends awarding the construction contract to InRoads LLC. in the amount of $530,285.00.

Please feel free to give me a call with any questions or comments.

Sincerely,

SNYDER & ASSOCIATES, INC.

Clay Schneckloth, PLA
Project Manager

Enclosure

CC: File

CONTRACT

THIS CONTRACT, made this 7th day of August, 2023, by and between the Ankeny Community School District, hereinafter called "OWNER" and InRoads LLC., 4761 NE 20th Lane, Des Moines, IA 50313 hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the work for the Prairie Ridge Sports Complex East 8 Tennis Court Renovations Project as set forth in the CONTRACT DOCUMENTS including all incidental items of work.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, transportation, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date set forth in the PROPOSAL FORM and will complete all work as specified, unless the period for final completion is extended otherwise by a change order to the CONTRACT DOCUMENTS.
4. All work to be done in a thorough, substantial and workman-like manner in strict compliance with the terms in the CONTRACT DOCUMENTS and PLANS.
5. The CONTRACTOR shall commence work on August 8, 2023 following receipt of a Notice to Proceed. All final improvements shall be completed by November 30, 2023, weather contingent.

6. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the bid prices shown in the Contract Attachment A: Bid Items, Quantities, and Prices, which were proposed by the CONTRACTOR in its PROPOSAL FORM; and comply with the terms therein for the contract sum of $ Five Hundred and Thirty Thousand, Two Hundred Eighty-five Dollars and zero Cents. However, no final payment shall be made until and unless presented by the CONTRACTOR to the Owner.

7. The CONTRACTOR agrees that the insurance required by the General Conditions will be maintained through the period of operation as covered by this CONTRACT.

8. The OWNER agrees to furnish a maximum of five (5) copies of the plans and specifications needed for the project. Additional sets may be obtained at cost reproduction.

9. The term "CONTRACT DOCUMENTS" means and includes the following:

9.1 Notice of Public Hearing
9.2 Notice to Bidders
9.3 Instruction to Bidders
9.4 Proposal Form
9.5 Bid Bond
9.6 Contract
9.7 Performance, Payment and Maintenance Bond
9.8 Notice to Proceed
9.9 General Conditions
9.10 Part 1 – General Requirements
9.11 Part 2 – Special Construction
9.12 Technical specifications
Plans prepared by Snyder & Associates, Inc. and dated July 10, 2023

C001	- Title Sheet
C100	- Site Access and Demolition Plan
C300	- Layout Plan
C400	- Dimension Plan
C500	- Details

9.13 ADDENDA:
No. 1, dated July 26, 2023.
No. 2, dated July 27, 2023.

9.14 CHANGE ORDERS
No. _____, dated_____, 2023.

10. Subject to Iowa Code Ch. 573, the OWNER will pay to the CONTRACTOR in the manner and at such times as required by the CONTRACT DOCUMENTS.

11. This CONTRACT will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (3) each of which shall be deemed an original on the date first above written.

OWNER:

_____

_____

By: _____

_____

Name: _____

_____

Title: _____

_____

(SEAL)

ATTEST:

_____

_____

Name: _____

_____

Title: _____

_____

CONTRACTOR:

_____

_____

By: _____

_____

Name: _____

_____

Title: _____

_____

(SEAL)

ATTEST:

_____

_____

Name: _____

_____

Title: _____

_____

CONTRACT ATTACHMENT: PART A – 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. All quantities are subject to revision by the OWNER. Quantity changes which amount to twenty (20) percent or less of the amount bid shall not affect the unit bid price.

BASE BID

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	GENERAL PROVISIONS				
1.1	Mobilization	1	LS	$ 45,500.00	$ 45,500.00
1.2	Surface Restoration	1	LS	$ 34,500.00	$ 34,500.00
	SITE DEMOLITION				
2.1	Demolition – 4’ Ht Fence Posts and Salvage Fabric	1	LS	$ 1,925.00	$ 1,925.00
2.2	Demolition – 10’ Ht Fence Posts and Salvage Fabric	1	LS	$ 8,800.00	$ 8,800.00
2.3	Demolition – Tennis Net Posts and Center Anchors	1	LS	$ 7,225.00	$ 7,225.00
2.4	Demolition – Asphalt Under Fence	4,320	SF	$ 3.50	$ 15,120.00
2.5	Demolition – Concrete Corners	550	SF	$ 5.00	$ 2,750.00
2.6	Demolition – PCC Sidewalk (access removal)	256	SF	$ 7.00	$ 1,792.00
2.7	Demolition – Concrete & Petrotac	1	LS	$ 25,000.00	$ 25,000.00
	PAVEMENTS				
3.1	1.5” Mill Existing HMA	4,987	SY	$ 5.00	$ 24,935.00
3.2	1.5” Depth HMA Overlay	4,987	SY	$ 20.00	$ 99,740.00
3.3	3.5” Depth HMA Base	8	SY	$ 165.00	$ 1,320.00
3.4	Court Surfacing and Painting	4,987	SY	$ 16.00	$ 79,792.00
3.5	5” Depth PCC Pavement	5,920	SF	$ 6.75	$ 39,960.00
3.6	6” Depth PCC Pavement	256	SF	$ 7.50	$ 1,920.00
	COURT AMENITIES				
4.1	4’ Ht Fence Posts – Green Vinyl Coated	240	LF	$ 33.75	$ 8,100.00
4.2	10’ Ht Fence Posts – Green Vinyl Coated	1,010	LF	$ 72.85	$ 73,578.50
4.3	Reinstall Salvaged 4’ Ht Fence Fabric	240	LF	$ 17.50	$ 4,200.00
4.4	Reinstall Salvaged 10’ Ht Fence Fabric	1,010	LF	$ 34.75	$ 35,097.50
4.5	Tennis Net and Post (per court)	8	EA	$ 1,402.50	$ 11,220.00

4.6 4’ Ht Gate Opening in Fence	4	EA	$ 742.50	$ 2,970.00
4.7 10’ Ht Gate Opening in Fence	4	EA	$ 1,210.00	$ 4,840.00

TOTAL CONTRACT AMOUNT $ 530,285.00

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, InRoads LLC, as Principal (hereinafter the "Contractor" or "Principal") and _____, as Surety are held and firmly bound unto Ankeny Community School District, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Five Hundred Thirty Thousand, Two Hundred and Eighty-five DOLLARS ($ 530,285.00), 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 Owner, bearing date the 7th day of August, 2023, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

PRAIRIE RIDGE SPORTS COMPLEX EAST 8 TENNIS COURT RENOVATIONS PROJECT

General Nature of Public Improvement. This project includes all materials, equipment, transportation and labor needed to complete the improvements:

The Prairie Ridge Sports Complex East 8 Tennis Courts Renovations project consists of demolition of existing fence, milling top 1 ½" of existing asphalt, specific pavement removal, court crack repair, new tennis court posts and nets, new 1 ½" asphalt overlay, new court paint surfacing, new fencing and site restoration.

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

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

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

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Owner 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, Code of Iowa, 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 **one (1) year** 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 Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extend to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

    A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

    B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent 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.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

    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 Owner including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner 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 Owner 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 Owner incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner 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.

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

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

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all 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 work, 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.

S& A Project No. 123.0647.01

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____ , _____.

Surety Countersigned By:

_____
Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

_____
Name of Resident Commission Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

PRINCIPAL:

_____
Contractor

By: _____
Signature

_____
Title

SURETY:

_____
Surety Company

By: _____
Signature Attorney-in-Fact

_____
Name of Attorney-in-Fact

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

NOTE: All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider a motion to adopt **RESOLUTION** accepting a proposal from Concrete Connection, LLC in the amount of $95,000.00 for the Midway Park Phase 2 Improvements project.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Concrete Connection, LLC for the construction of the Midway Park Phase 2 Improvements project.

The Midway Park Phase 2 Improvements project includes grading, utilities, installation of thickened edge PCC sidewalk, and PCC shelter pad. The construction areas are located at Midway Park within the City of Ankeny.

Bid invitations were sent to twenty (20) contractors. Four (4) bids were received for the project as follows:

Concrete Connection LLC	$95,000.00
Howrey Construction, Inc.	$96,999.00
Brothers Cleaning Corp	$97,810.00
Caliber Concrete, LLC	$135,103.00

The Engineer's estimated cost for the project was $86,204.00. Concrete Connection, LLC has completed successful park projects for the city in the past and they have the technical experience to complete this project. The Parks & Recreation Department recommends awarding the Midway Park Phase 2 Improvements project to Concrete Connection, LLC, of Johnston, Iowa.

FISCAL IMPACT: **No**

The Midway Park Improvements project is included in the 2023-2027 CIP with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends awarding the Midway Park Phase 2 Improvements project to Concrete Connection, LLC, of Johnston, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Bid Tab
Location Map
Construction Documents
Contract

RESOLUTION NO. 2023 -

A RESOLUTION ACCEPTING A PROPOSAL FROM CONCRETE CONNECTION LLC IN THE AMOUNT OF $95,000.00 FOR THE CONSTRUCTION OF THE 2023 MIDWAY PARK PHASE 2 IMPROVEMENTS PROJECT.

WHEREAS, the City of Ankeny desires to construct Midway Park which includes grading, utilities, installation of thickened edge PCC sidewalk, and PCC shelter pad, 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:

Concrete Connection LLC	$95,000.00
Howrey Construction, Inc.	$96,999.00
Brothers Cleaning Corp	$97,810.00
Caliber Concrete, LLC	$135,103.00
Engineer's Estimated Cost	$86,204.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Concrete Connections, LLC in the amount of $95,000.00 be accepted for the construction of the 2023 Midway Park Phase 2 Improvements 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

BID TABULATION

Midway Park Phase 2 Improvements
City of Ankeny - Parks & Recreation
July 28, 2023, 10:30 am

						1		2		3		4	
				Engineer's Opinion of Cost		Concrete Connection, LLC 5170 NW Beaver Drive Johnston, IA 50131 515-202-1279 ***Apparent Low Bidder***		Howrey Construction, Inc. 316 Austin Street Rockwell City, IA 50579 712-297-8182		Brothers Concrete, Corp. 4000 Colfax Ave Des Moines, IA 50317 515-554-5302		Caliber Concrete, LLC 309 Audubon Street Adair, IA 50002 515-490-7633	
				Probable Cost									
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
	DIVISION 2: EARTHWORK												
2.01	Topsoil, On-Site, 4" Depth	CY	300	$25.00	$7,500.00	$25.00	$7,500.00	$12.00	$3,600.00	$25.00	$7,500.00	$36.00	$10,800.00
2.02	Excavation, Class 10	CY	327	$20.00	$6,540.00	$25.00	$8,175.00	$11.00	$3,597.00	$10.00	$3,270.00	$75.00	$24,525.00
2.03	Subbase, Pea Gravel, 6" Depth	TON	164	$50.00	$8,200.00	$50.00	$8,200.00	$80.00	$13,120.00	$55.00	$9,020.00	$50.00	$8,200.00
	DIVISION 4: SEWERS AND DRAINS												
4.01	Sanitary Sewer Service, PVC, 4-inch Dia.	LF	21	$100.00	$2,100.00	$75.00	$1,575.00	$50.00	$1,050.00	$155.00	$3,255.00	$300.00	$6,300.00
4.02	Subdrain, Trenched, PVC, 6-Inch Dia.	LF	17	$35.00	$595.00	$40.00	$680.00	$120.00	$2,040.00	$105.00	$1,785.00	$55.00	$935.00
4.03	Subdrain, Trenched, HDPE, Perforated, 6-Inch Dia.	LF	43	$35.00	$1,505.00	$40.00	$1,720.00	$50.00	$2,150.00	$55.00	$2,365.00	$55.00	$2,365.00
4.04	Subdrain TEE, 6"X6"X6"-Inch Dia.	EA	1	$500.00	$500.00	$100.00	$100.00	$100.00	$100.00	$650.00	$650.00	$150.00	$150.00
4.05	Subdrain Cap, 6-inch Dia.	EA	2	$500.00	$1,000.00	$100.00	$200.00	$45.00	$90.00	$275.00	$550.00	$150.00	$300.00
	DIVISION 5: WATER MAINS AND APPURTENANCES												
5.01	Water Service Pipe, 1"	LF	19	$50.00	$950.00	$125.00	$2,375.00	$160.00	$3,040.00	$205.00	$3,895.00	$370.00	$7,030.00
	DIVISION 7: CONCRETE AND RELATED WORK												
7.01	Remove and Replace Sidewalk, PCC, 5-Inch	SY	28	$200.00	$5,600.00	$150.00	$4,200.00	$85.00	$2,380.00	$95.00	$2,660.00	$108.00	$3,024.00
7.02	Sidewalk, PCC, 5-Inch, Non-Reinforced	SY	40	$80.00	$3,200.00	$63.00	$2,520.00	$110.00	$4,400.00	$85.00	$3,400.00	$81.00	$3,240.00
7.03	Sidewalk Assurance Testing	LS	1	$950.00	$950.00	$1,000.00	$1,000.00	$750.00	$750.00	$1,800.00	$1,800.00	$1,000.00	$1,000.00
7.04	Playground Ramp and Bench Pads, PCC, Reinforced	SY	14	$150.00	$2,100.00	$150.00	$2,100.00	$275.00	$3,850.00	$105.00	$1,470.00	$90.00	$1,260.00
7.05	Playground Thickened Edge Sidewalk, PCC, Reinforced	SY	120	$110.00	$13,200.00	$110.00	$13,200.00	$125.00	$15,000.00	$115.00	$13,800.00	$161.00	$19,320.00
	DIVISION 9: SITE WORK AND LANDSCAPING												
9.01	Conventional Seeding, Type 1 (Permanent Lawn Mixture)	AC	0.5	$4,000.00	$2,000.00	$12,000.00	$6,000.00	$7,200.00	$3,600.00	$7,500.00	$3,750.00	$5,000.00	$2,500.00
9.02	Trees, Deciduous, 1.25" - 1.5" Caliper	EA	8	$450.00	$3,600.00	$550.00	$4,400.00	$325.00	$2,600.00	$725.00	$5,800.00	$950.00	$7,600.00
9.03	Shrubs - 24-36" Height Or Spread	EA	15	$70.00	$1,050.00	$75.00	$1,125.00	$125.00	$1,875.00	$350.00	$5,250.00	$300.00	$4,500.00
9.04	Shredded Hardwood Mulch	SY	30	$20.00	$600.00	$75.00	$2,250.00	$35.00	$1,050.00	$85.00	$2,550.00	$12.00	$360.00
9.05	Silt Fence	LF	208	$2.00	$416.00	$3.00	$624.00	$2.50	$520.00	$3.50	$728.00	$3.00	$624.00
9.06	Silt Fence, Removal	LF	208	$1.00	$208.00	$2.00	$416.00	$1.50	$312.00	$1.50	$312.00	$1.00	$208.00
9.07	Temporary Hydraulic Mulching, Wood Cellulose	LS	1	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,000.00	$2,000.00	$1,850.00	$1,850.00	$3,000.00	$3,000.00
9.08	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	1	$5,000.00	$2,500.00	$5,000.00	$2,500.00	$3,800.00	$1,900.00	$7,500.00	$3,750.00	$5,000.00	$2,500.00
9.09	Inlet Protection Device, Drop-In	EA	1	$250.00	$250.00	$250.00	$250.00	$225.00	$225.00	$350.00	$350.00	$250.00	$250.00
9.10	Inlet Protection Device, Maintenance	EA	4	$100.00	$400.00	$150.00	$600.00	$100.00	$400.00	$150.00	$600.00	$50.00	$200.00
9.11	Turf Reinforcement Mat, Type 2	SY	4	$60.00	$240.00	$100.00	$400.00	$325.00	$1,300.00	$350.00	$1,400.00	$100.00	$400.00
	DIVISION 11: MISCELLANEOUS												
11.01	Mobilization	LS	1	$8,000.00	$8,000.00	$7,500.00	$7,500.00	$10,000.00	$10,000.00	$4,850.00	$4,850.00	$7,000.00	$7,000.00
11.02	Concrete Washout	LS	1	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$550.00	$550.00	$950.00	$950.00	$500.00	$500.00
11.03	Site Electrical	LS	1	$10,000.00	$10,000.00	$11,390.00	$11,390.00	$15,500.00	$15,500.00	$10,250.00	$10,250.00	$17,000.00	$17,000.00
			TOTAL BASE BID:		**$86,204.00**		**$95,000.00**		**$96,999.00**		**$97,810.00**		**$135,091.00**
			TOTAL ON BID PROPOSAL:				**$95,000.00**		**$96,999.00**		**$97,810.00**		**$135,103.00**

*Please note that the Engineer's Opinion of Cost reduced from $92,000 (included in the informal RFP invitation on 7/7/23) to $86,204 due to Addendum No. 1 for Bid Item No. 7.02. The Addendum No. 1 was acknowledged by all three bidders.

city of Ankeny
bringing it all together

Des Moines Street Parks Development
Map is for Location Purposes Only

1 in = 650 ft

Date: 2/28/2022

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

MIDWAY PARK - PHASE 2 IMPROVEMENTS

1500 SW DES MOINES STREET, ANKENY, IOWA

NAI #22220

city of Ankeny

bringing it all together

SPECIFICATION REFERENCE

ALL WORK SHALL COMPLY WITH THE 2023 EDITION OF THE IOWA SUDAS STANDARD SPECIFICATIONS, THE OCTOBER 2017 CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS, AND IDOT STANDARD SPECIFICATIONS WITH GS-15010 REVISIONS, UNLESS AMENDED OTHERWISE BY PROJECT SPECIFIC SPECIFICATIONS AND NOTES THAT ARE A PART OF THESE CONTRACT DOCUMENTS.

EXISTING UTILITY NOTE

THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL NO LESS THAN 48 HRS. IN ADVANCE OF ANY DIGGING OR EXCAVATION.

IOWA ONE CALL 1-800-292-8989 www.iowaonecall.com

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

LEGEND

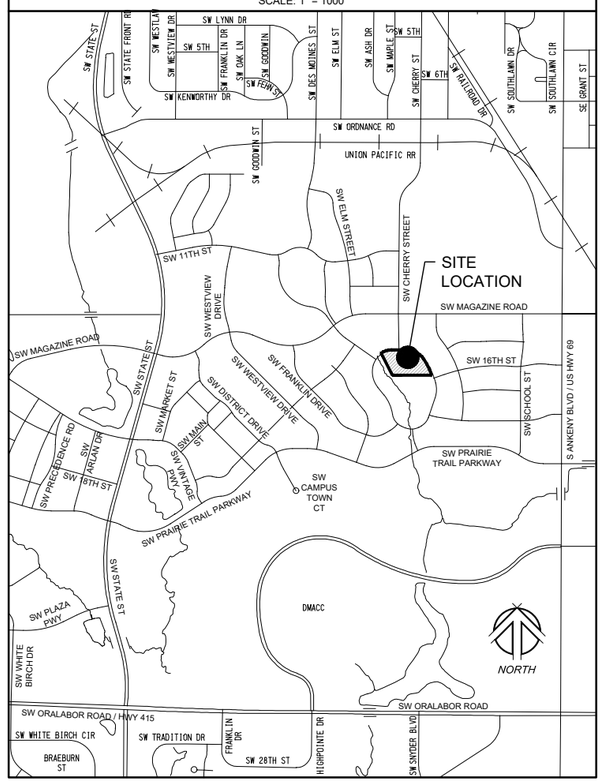
Existing / Proposed		Existing / Proposed	
● ▲	Found monument 5/8" IR with red cap #18530 unless otherwise noted	1234 / 1234	Address
○ △	Set monument 5/8" IR with red cap #18530 unless otherwise noted	x 900.0' / x 900.0'	Spot elevation
IR	Round iron rebar	S / S	Sanitary sewer manhole
IP	Round iron pipe	CO / CO	Cleanout
PCC	Portland cement concrete	D / D	Storm sewer manhole
ACC	Asphaltic cement concrete	D / D	Storm sewer intake
FL	Pipe flowline elevation	D / D	Storm sewer beehive
RCP	Reinforced concrete pipe	▽ / △	Flared end section
CMP	Corrugated metal pipe	/	Water hydrant
CPP	Corrugated plastic pipe	/	Water valve
PVC	Polyvinyl chloride pipe	WSO / WSO	Water service shut-off
CIP	Cast iron pipe	W / W	Water main manhole
P.U.E.	Public utility easement	MW / MW	Monitoring well
S.W.F.E.	Surface water flowage easement	YH / YH	Yard hydrant
B/B	Back of curb to back of curb	WELL / WELL	Well
	Subject boundary line	GM / GM	Gas meter
	Section line	GV / GV	Gas valve
	Proposed boundary line	AC / AC	Air conditioning unit
	Existing boundary line	E / E	Electric manhole
	Future boundary line	EM / EM	Electric meter
	Underlying boundary line	EP / EP	Electric pedestal
	Proposed easement line	TR / TR	Electric transformer
	Existing easement line	HH / HH	Utility hand hole
	Setback line	/	Utility pole
	Barbed wire fence line	/	Utility pole with light
	Chain-link fence line	/	Light pole
WT	Straw Wattle	/	Guy wire
SF	Silt fence	/	Traffic signal
SS	Sanitary sewer & size	/	Traffic signal with light
ST	Storm sewer and size	TM / TM	Traffic manhole
W	Water main and size	D / D	Communication pedestal
G	Gas main & size	TE / TE	Telephone booth
OHE	Overhead electric & wires	TV / TV	TV pedestal
OHC	Overhead communication	/	Billboard sign
UGE	Underground electric	/	Street sign
TV	Underground television	DS / DS	Down spout
UGC	Underground communication	/	Tree shrub
900'	Contour elevation	/	Deciduous tree and trunk diameter
	Swale flowline	/	Coniferous tree and trunk diameter
	Edge of water		
	Edge of tree dripline		
	Construction limits		
	Construction fence		

BENCHMARKS

1. Cut 'X' in Center Line of SW Des Moines Street, 95' +/- west of SW Cherry Street and SW Des Moines Street T-Intersection Elevation = 964.81' (NAVD88)
2. Cut 'X' in Center Line of SW Des Moines Street, 92' +/- east of SW Cherry Street and SW Des Moines Street T-Intersection Elevation = 964.72' (NAVD88)

VICINITY MAP

SCALE: 1" = 1000'



UTILITY CONTACTS

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(AKY) CITY OF ANKENY WASTEWATER SUPERINTENDENT
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(AKY) CITY OF ANKENY WATER SUPERINTENDENT
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(AKY) CITY OF ANKENY FIBER OPTIC
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Windstream
Contact Name: Michael Ferm
Contact Phone: 515-309-0316
Contact Email: Michael.J.Ferm@windstream.com

LEGAL DESCRIPTION

LOT Z, PARKWAY SOUTH AT PRAIRIE TRAIL PLAT 1, AN OFFICIAL PLAT, LOCATED IN THE CITYOF ANKENY, POLK COUNTY, IOWA.

CONTAINING 12.607 ACRES MORE OR LESS.

ZONING

PRAIRIE TRAIL MIXED USE NEIGHBORHOOD P.U.D.
- PARKWAY SOUTH AT PRAIRIE TRAIL NEIGHBORHOOD PLAN

OWNER / DEVELOPER

CITY OF ANKENY
PARKS AND RECREATION DEPARTMENT
1210 NW PRAIRIE RIDGE DRIVE
ANKENY, IOWA 50023
CONTACT: NICK LENOX
PHONE: (515) 963-3570

ENGINEER/ LANDSCAPE ARCHITECT

NILLES ASSOCIATES, INC.
1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023
CONTACT: TARA BOUNDS
PHONE: (515) 350-8272

CONSTRUCTION SCHEDULE

GRADING, SHELTER INSTALLATION, PAVING, PLAYGROUND EQUIPMENT INSTALLATION, LANDSCAPING	SUMMER - FALL 2023

SHEET LIST TABLE

SHEET NO.	SHEET TITLE	DESCRIPTION
1	C100	COVER SHEET
2	C101	REFERENCES AND QUANTITIES
3	C200	SITE OVERVIEW, REMOVAL & STAGING PLAN
4	C201	DIMENSION PLAN
5	C300	GRADING PLAN
6	C400	UTILITY PLAN
7	C500	LANDSCAPE PLAN

LICENSED PROFESSIONAL ENGINEER — JACOB T. NILLES — 26369 — IOWA

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.

SIGNATURE — DATE: 7/6/2023 — PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS C200,C400

JACOB T. NILLES, P.E. No 26369
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

STATE OF IOWA — TARA M. BOUNDS — LANDSCAPE ARCHITECT — 00785 — PROFESSIONAL LANDSCAPE ARCHITECT

LICENSE EXPIRES: 6-30-2025

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

TARA M. BOUNDS
SIGNATURE: — DATE: 7/6/23
PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS C100, C101, C200, C300, C500

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILLES ASSOCIATES

REVISIONS:
1) REVISED PER CITY TECH REVIEW COMMENTS 4-21-23
2) REVISED ELECTRICAL, TEMP MULCH, AND PAVING COLOR 5-15-23
3)
4)
5)
6)
7)

NOTICE: NILLES ASSOCIATES, INC. OWNS ALL COPYRIGHTS TO THESE DRAWINGS AND SPECIFICATIONS. NILLES ASSOCIATES, INC. SHALL NOT BE RESPONSIBLE FOR ANY MODIFICATIONS MADE TO THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE WRITTEN AUTHORIZATION OF NILLES ASSOCIATES, INC. NILLES ASSOCIATES, INC. SHALL NOT BE RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO THE ENGINEERING INTENT THEY CONVEY, OR TO OBTAIN AND/OR FOLLOW THE ENGINEER'S RECOMMENDATIONS WITH RESPECT TO AMBIGUITIES, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: MIDWAY PARK - PHASE 2 IMPROVEMENTS
1500 SW DES MOINES STREET - ANKENY - IOWA

DESCRIPTION: COVER SHEET

NAI NO.:	22220
DATE:	7/5/23
DRAWN BY:	TMB
CHECKED BY:	JTN
SHEET SIZE:	22" X 34"
SHEET TITLE:	C100
SHEET NO.:	1/7

V:\NAI 2017\Projects 2017\22220\dwg\22220-SP.dwg

GENERAL NOTES

GENERAL NOTE NO.1
AREAS ABUTTING THIS PROJECT - RESIDENTIAL HOME CONSTRUCTION SURROUNDING THE PROJECT MAY DEVELOP WITHIN THE SAME TIME FRAME AS THIS PROJECT. THE CONTRACTOR SHALL COORDINATE WITH SAID DEVELOPMENTS AS NECESSARY. ADDITIONAL COMPENSATION OR CONTRACT TIME WILL NOT BE ALLOTTED FOR SAID COORDINATION OR IMPACTS TO EQUIPMENT, LABOR, MATERIALS, OR TIME.

GENERAL NOTE NO.2
CONSTRUCTION STAKING TO BE PROVIDED BY NILLES ASSOCIATES AS PART OF THIS PROJECT. STAKING SHALL BE TO ESTABLISH BASELINES AND BENCHMARKS FOR LOCATING THE WORK WHICH IN THE ENGINEER'S JUDGEMENT ARE NECESSARY TO ENABLE THE CONTRACTOR TO PROCEED. RE-STAKING WILL BE AT THE CONTRACTOR'S EXPENSE.

GENERAL NOTE NO.3
REPORT ANY ERRORS OR AMBIGUITIES IN CONTRACT DOCUMENTS TO ENGINEER AS SOON AS DETECTED. ENGINEER WILL ANSWER ALL QUESTIONS REGARDING PLANS AND SPECIFICATIONS AND INTERPRET INTENDED MEANING OF CONTRACT DOCUMENTS. ENGINEER'S INTERPRETATION TO BE ACCEPTED AS FINAL.

GENERAL NOTE NO.4
DURING THE PROGRESS OF THE WORK, IF SUBSURFACE OR LATENT PHYSICAL CONDITIONS ARE ENCOUNTERED AT THE SITE DIFFERING MATERIALLY FROM THOSE INDICATED ON THE PLANS; OR IF UNKNOWN PHYSICAL, CULTURAL, AND/OR ENVIRONMENTAL CONDITIONS OF AN UNUSUAL NATURE ARE ENCOUNTERED AT THE SITE, THE PARTY DISCOVERING SUCH CONDITIONS SHALL PROMPTLY NOTIFY THE CITY OF ANKENY AND NILLES ASSOCIATES BEFORE THE SITE IS FURTHER DISTURBED.

GENERAL NOTE NO.5
PROTECT ALL EXISTING STRUCTURES, EQUIPMENT, PIPING, SLABS AND UTILITIES DURING ALL CONSTRUCTION OPERATIONS UNLESS NOTED OTHERWISE. PROTECTION IS INCIDENTAL TO THE PROJECT. DAMAGE FROM CONSTRUCTION OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT. IF SUCH DAMAGE OCCURS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

GENERAL NOTE NO.6
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE THEIR WORK WITH ALL UTILITY COMPANIES SO THAT THEY ARE AWARE OF THEIR SCHEDULES AND CAN LOCATE, PROTECT, OR RELOCATE ANY OF THEIR FACILITIES AS NECESSARY.

GENERAL NOTE NO.7
CONTRACTOR SHALL COMPLETELY REMOVE ALL DEBRIS FROM THE WORK SITE. PRIOR TO SUBSTANTIAL COMPLETION OF PROJECT, REPRESENTATIVES OF THE CITY OF ANKENY AND NILLES ASSOCIATES SHALL CONDUCT A THOROUGH INSPECTION. ANY ACTIVITIES REQUIRED BY THE CONTRACTOR TO COMPLETE ADDITIONAL CLEANUP SHALL BE AT THE CONTRACTOR'S EXPENSE, WITH NO EXTENSION OF THE CONTRACT TIME.

GENERAL NOTE NO.8
PROTECT EXISTING DRAINAGE TILE LINES ENCOUNTERED DURING CONSTRUCTION. NOTIFY ENGINEER AND CITY WHEN SUCH LINES ARE ENCOUNTERED. MAKE REPAIRS TO LINES DAMAGED BY CONSTRUCTION ACTIVITIES AS DIRECTED BY ENGINEER. ANY TILE LINES ENCOUNTERED ABOVE THE ELEVATION OF THE PROPOSED STORM SEWER SYSTEM SHALL BE CONNECTED TO THE SYSTEM AT THE NEAREST POINT OF INTERSECTION. DOCUMENT LOCATION OF SAID LINES AND REPAIRS NECESSARY FOR INCLUSION IN FINAL PROJECT RECORD DOCUMENTS.

GENERAL NOTE NO.9
THE CONTRACTOR SHALL BE BOUND BY CONTRACTUAL MILESTONES AND DEADLINES AS SET FORTH IN THE NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

GENERAL NOTE NO.10
EXCEPT AS NOTED, FOR EACH BID ITEM, REFER TO THE LISTED SECTION WITHIN THE 2023 EDITION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SPECIFICATIONS MANUAL) FOR PAYMENT AND MEASUREMENT INFORMATION. (i.e. PAYMENT AND MEASUREMENT FOR REFERENCE NUMBER 9040-108-D-1 WOULD BE FOUND IN SUDAS SPECIFICATION SECTION 9040, PART 1.08.D.1) REFER TO THE CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS FOR ANY LOCAL AMENDMENTS TO SUDAS WHICH SHOULD BE APPLIED TO THIS PROJECT.

GENERAL NOTE NO.11
FOR BID ITEMS NOTED WITH AN ASTERISK (*), REFER TO THE LISTED SECTION WITHIN THE IDOT STANDARD SPECIFICATIONS WITH GS-15005 REVISIONS FOR PAYMENT AND MEASUREMENT INFORMATION.

GENERAL NOTE NO.12
ANY WORK, MATERIALS, EQUIPMENT OR LABOR REQUIRED TO COMPLETE THE WORK DESCRIBED WITHIN THIS CONTRACT, WHICH IS NOT DIRECTLY IDENTIFIED WITHIN A CONTRACT BID ITEM (EITHER AS PART OF THE ORIGINAL BID DOCUMENTS, ADDENDA OR CHANGE ORDER AUTHORIZED BY ENGINEER) SHALL BE CONSIDERED INCIDENTAL TO THE WORK, AND SHOULD BE ACCOUNTED FOR BY THE CONTRACTOR WITHIN OTHER PROJECT COSTS.

GENERAL NOTE NO.13
A CONSTRUCTION OBSERVER MAY BE ASSIGNED TO REVIEW THE PROJECT.

GENERAL NOTE NO.14
ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT, AND ACTIONS.

GENERAL NOTE NO.15
CONTRACTOR SHALL PROTECT EXISTING SIGNS AND STREETLIGHTS, AND IS RESPONSIBLE FOR ANY REPAIRS AND/OR REPLACEMENTS PER CITY STANDARDS.

BID ITEM DESCRIPTIONS

ITEM NO.	SUDAS REFERENCE	BID ITEMS AND DESCRIPTIONS:
SECTION 2010 - EARTHWORK, SUBGRADE, AND SUBBASE		
2.01	2010-108-D-1	TOPSOIL, ON-SITE (4 "DEPTH) WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. TOPSOIL TO BE PLACED OVER ALL DISTURBED AREAS WHICH ARE NOT COVERED BY HARD SURFACING. DEPTH OF STRIP IS ESTIMATED TO BE 4-INCHES. PROPOSED DEPTH OF PLACMENT IS 4-6 INCHES IN ALL AREAS.
2.02	2010-108-E-0	EXCAVATION, CLASS 10 WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. COMPACT COHESIVE SOILS TO NO LESS THAN 95% MAXIMUM STANDARD PROCTOR DENSITY IN AREAS UNDER PAVING AND SIDEWALK. OPEN SPACE AREAS SHALL NOT EXCEED 85% MAXIMUM STANDARD PROCTOR DENSITY.
2.03	2010-108-I-0	SUBBASE, PEA GRAVEL, 6" DEPTH WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 2010. THE ENGINEER HAS ESTIMATED A QUANTITY TO ESTABLISH A UNIT PRICE. CONSTRUCTION OF A 6" DEPTH PEA GRAVEL SUBBASE THROUGHOUT THE PLAYGROUND EQUIPMENT AREA BOUNDED BY THE PLAYGROUND MAINTENANCE CURB. UNIT PRICE INCLUDES FURNISHING AND PLACING PEA GRAVEL WHILE PROTECTING SUBDRAIN TILE AND POTENTIAL PLAYGROUND EQUIPMENT FOOTINGS AS WELL AS LEVELING, TRIMMING AND MISCELLANEOUS ASSOCIATED WORK.
SECTION 4010 - SANITARY SEWERS		
4.01	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC, 4-INCH DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4010. INCLUDES CONNECTION TO EXISTING SEWER SERVICE WITH FITTING.
SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS		
4.02	4040-108-A-0	SUBDRAIN, PVC, 6-INCH DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040.
4.03	4040-108-A-0	SUBDRAIN, CORRUGATED HDPE, PERFORATED, 6-INCH DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040.
4.04	4040-108-D-1	SUBDRAIN TEE, PVC, 6"X6"X6" DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040.
4.05	4040-108-D-1	SUBDRAIN CAP, HDPE, 6-INCH DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 4040.
SECTION 5010 - PIPE AND FITTINGS		
5.01	5010-108-E-1	WATER SERVICE PIPE, 1-INCH DIA. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 5010 AND THE CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS.
SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS		
7.01	7030-108-A-0	REMOVE AND REPLACE SIDEWALK, PCC, 5-INCH WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 7030. ITEM INCLUDES DISPOSAL OF MATERIAL.
7.02	7030-108-E-0	SHELTER PAD, PCC, 5-INCH, REINFORCED WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 7030 AND CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS.
7.03	7030-108-I-0	SIDEWALK ASSURANCE TESTING CONDUCT SAMPLING, TESTING, AND FURNISH REPORTS AS PER SUDAS SECTION 7030.
7.04	SPECIAL	PLAYGROUND RAMP AND BENCH PADS, PCC, REINFORCED WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 7030 AND CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS.
7.05	SPECIAL	PLAYGROUND THICKENED EDGE SIDEWALK, PCC, REINFORCED CONCRETE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 7030 AND CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS.
SECTION 9010 - SEEDING		
9.01	9010-108-A	CONVENTIONAL SEEDING, TYPE 1 (PERMANENT LAWN MIXTURE) WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9010 AS AMENDED BY CITY OF ANKENY SUPPLEMENTAL SPECIFICATIONS. SHALL INCLUDE SEED, DISKING ANY EXISTING VEGETATION, SEEDBED PREPARATION, FERTILIZATION, AND INSTALLATION. USE BETWEEN APRIL 1 AND MAY 31 AND BETWEEN SEPTEMBER 1 AND OCTOBER 15.
SECTION 9030 - PLANT MATERIAL AND PLANTING		
9.02-9.03	9030-108-B-0	TREES , SHRUBS, AND PERENNIALS WITH WARRANTY WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9030. REFER TO DETAILS AND SPECIFICATIONS ON LANDSCAPE SHEETS FOR MATERIALS AND INSTALLATION. INSTALL DECIDUOUS PLANTS FROM AUGUST 15 TO SEPTEMBER 30. INSTALL EVERGREEN SHRUBS FROM SEPTEMBER 1 TO SEPTEMBER 30. WARRANTY SHALL BE FOR 1 YEAR FROM DATE THAT ALL MATERIALS HAVE BEEN PLANTED AND ARE ACCEPTED BY PROJECT LANDSCAPE ARCHITECT.
9.04	9030	SHREDDED HARDWOOD MULCH MATERIAL SHALL BE SHREDDED HARDWOOD AND SHALL BE 3" DEPTH. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED AT THE MAUFACTURER'S RECOMMENDED RATE IMMEDIATELY AFTER MULCHING.
SECTION 9040 - EROSION AND SEDIMENT CONTROL		
SPECIAL	**NOTE**	ITEMS INCIDENTAL TO POLLUTION PREVENTION DAILY CLEANUP OPERATIONS, CLEANUP OF STREET TRACK OUT, GOOD HOUSEKEEPING AND OTHER ITEMS NECESSARY TO PREVENT POLLUTION OF RECEIVING WATERS AND STORM WATER CONTAMINATION SHALL BE CONSIDERED INCIDENTAL TO POLLUTION PREVENTION.
SPECIAL	**NOTE**	NPDES COMPLIANCE CONDUCT ALL OPERATIONS IN COMPLIANCE WITH THE IOWA DNR NPDES GENERAL PERMIT NO. 2. LABOR, EQUIPMENT AND MATERIALS NOT INCLUDED AS A BID ITEM, BUT NECESSARY TO PREVENT STORM WATER CONTAMINATION FROM CONSTRUCTION RELATED SOURCES ARE CONSIDERED INCIDENTAL. INCIDENTAL WORK RELATED TO COMPLIANCE WITH THE PERMIT MAY INCLUDE: HAZARDOUS MATERIAL PROTECTION, FUEL CONTAINMENT, WASTE DISPOSAL AND PROVIDING SANITARY FACILITIES.
SPECIAL	**NOTE**	DAMAGED OR IMPROPERLY INSTALLED POLLUTION PREVENTION CONTROLS REPLACING EROSION AND SEDIMENT CONTROL PRACTICES THAT ARE IMPROPERLY INSTALLED, DAMAGED OR REMOVED BY THE CONTRACTOR IN A MANNER THAT IS INCONSISTENT WITH THE CURRENT PROJECT STAGING OR SWPPP IS THE CONTRACTOR'S RESPONSIBILITY AND WILL BE AT THE CONTRACTOR'S EXPENSE.
SPECIAL	**NOTE**	DEWATERING ALL TRENCH DEWATERING DISCHARGES SHALL BE DIRECTED TO A COLLECTION AREA IN A NON-EROSIVE MANNER. DEWATERING ACTIVITIES ARE NOT PERMITTED TO BE DIRECTLY RELEASED OFF-SITE OR TO CITY STORM SEWERS WITHOUT EFFECTIVE PRE-TREATMENT.
9.05	9040-108-N-1	SILT FENCE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. NO PAYMENT SHALL BE MADE FOR IMPROPER INSTALLATIONS (i.e. WITHOUT "J-HOOKS" OR INSTALLED IN UNINTERRUPTED LENGTHS LONGER THAN 200 FEET).
9.06	9040-108-N-3	SILT FENCE, REMOVAL WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040.
9.07	9040-108-Q-2	TEMPORARY HYDRAULIC MULCHING, WOOD CELLULOSE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. WOOD CELLULOSE MULCH SHALL COMPLY WITH SUDAS SECTION 9010, 2.07.
9.08	9040-108-Q-2	HYDRAULIC MULCHING, BONDED FIBER MATRIX (BFM) WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. BONDED FIBER MATRIX RATE SHALL BE 3,000 LBS. PER ACRE. ITEM DOES NOT INCLUDE SEEDING AND FERTILIZING.
9.09	9040-108-T-1	INLET PROTECTION DEVICE, DROP-IN WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040.
9.10	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. QUANTITY INCLUDES THREE (3) CLEANINGS PER DEVICE.
9.11	9040-108-R-1	TURF REINFORCEMENT MAT, TYPE 2 BID ITEM INCLUDES ALL MATERIAL, LABOR AND EQUIPMENT TO INSTALL TYPE 2 TURF REINFORCEMENT MAT. WORK AND MATERIALS SHALL CONFORM TO SUDAS SECTION 9040. PAYMENT WILL BE MADE BASED ON PLAN UNIT QUANTITY.
SECTION 11020 - MOBILIZATION		
11.01	11020-108-A	MOBILIZATION MOBILIZATION WILL BE MEASURED AND PAID AS PER SUDAS SECTION 11020.
SECTION 11050 - CONCRETE WASHOUT		
11.02	11050-108-A	CONCRETE WASHOUT WORK AND MATERIAL SHALL CONFORM TO SUDAS 11050.
MISCELLANEOUS		
11.03	SPECIAL	SITE ELECTRICAL WORK AND MATERIAL SHALL CONFORM TO CITY OF ANKENY SPECIFICATIONS.

BID ITEMS AND QUANTITIES

ITEM	DESCRIPTION	UNIT	QUANTITY
	DIVISION 2: EARTHWORK		
2.01	Topsoil, On-Site, 4" Depth	CY	300
2.02	Excavation, Class 10	CY	327
2.03	Subbase, Pea Gravel, 6" Depth	TON	164
	DIVISION 3: TRENCH AND TRENCHLESS CONSTRUCTION (NOT USED)		
	DIVISION 4: SEWERS AND DRAINS		
4.01	Sanitary Sewer Service, PVC, 4-inch Dia.	LF	21
4.02	Subdrain, Trenched, PVC, 6-Inch Dia.	LF	17
4.03	Subdrain, Trenched, HDPE, Perforated, 6-Inch Dia.	LF	43
4.04	Subdrain TEE, 6"X6"X6"-Inch Dia.	EA	1
4.05	Subdrain Cap, 6-inch Dia.	EA	2
	DIVISION 5: WATER MAINS AND APPURTENANCES		
5.01	Water Service Pipe, 1"	LF	19
	DIVISION 6: STRUCTURES FOR SANITARY AND STORM SEWERS (NOT USED)		
	DIVISION 7: CONCRETE AND RELATED WORK		
7.01	Remove and Replace Sidewalk, PCC, 5-Inch	SY	28
7.02	Shelter Pad, PCC, 5-Inch, Reinforced	SY	110
7.03	Sidewalk Assurance Testing	LS	1
7.04	Playground Ramp and Bench Pads, PCC, Reinforced	SY	14
7.05	Playground Thickened Edge Sidewalk, PCC, Reinforced	SY	120
	DIVISION 8: TRAFFIC CONTROL (NOT USED)		
	DIVISION 9: SITE WORK AND LANDSCAPING		
9.01	Conventional Seeding, Type 1 (Permanent Lawn Mixture)	AC	0.5
9.02	Trees, Deciduous, 1.25" - 1.5" Caliper	EA	8
9.03	Shrubs - 24-36" Height Or Spread	EA	15
9.04	Shredded Hardwood Mulch	SY	30
9.05	Silt Fence	LF	208
9.06	Silt Fence, Removal	LF	208
9.07	Temporary Hydraulic Mulching, Wood Cellulose	LS	1.0
9.08	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	0.5
9.09	Inlet Protection Device, Drop-In	EA	1
9.10	Inlet Protection Device, Maintenance	EA	4
9.11	Turf Reinforcement Mat, Type 2	SY	4
	DIVISION 10: DEMOLITION (NOT USED)		
	DIVISION 11: MISCELLANEOUS		
11.01	Mobilization	LS	1
11.02	Concrete Washout	LS	1
11.03	Site Electrical	LS	1

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILLES ASSOCIATES

REVISIONS:
1.) REVISED PER CITY TECH REVIEW COMMENTS 4-21-23
2.) REVISED ELECTRICAL, TEMP MULCH, AND PAVING COLOR 5-15-23
3.)
4.)
5.)
6.)
7.)

NOTICE: NILLES ASSOCIATES, INC. CANNOT ACCEPT RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE ENGINEERING INTENT THEY CONVEY, OR THE ENGINEERING INTENT THEY CONVEY, OR FROM THE USE OF INFORMATION WHICH FAILS TO OBTAIN AND/OR FOLLOW THE ENGINEER'S CLARIFICATIONS AS MAY BE REQUIRED DUE TO OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:
MIDWAY PARK - PHASE 2 IMPROVEMENTS
1500 SW DES MOINES STREET - ANKENY, IOWA

DESCRIPTION:
REFERENCES AND QUANTITIES

NAI NO.:	22220
DATE:	7/5/23
DRAWN BY:	TMB
CHECKED BY:	JTN
SHEET SIZE:	22" X 34"
SHEET TITLE:	C101
SHEET NO.:	2/7

SITE OVERVIEW, REMOVAL AND STAGING NOTES

1. WORKING LIMITS.
2. PROPOSED SHELTER.
3. PROPOSED PLAY AREA.
4. SOCCER FIELD LINES SHOWN FOR REFERENCE ONLY.
5. EXISTING SITE AMENITIES, PROTECT THE FOLLOWING:
   - A. EXISTING PAVEMENT.
   - B. EXISTING SIGNS AND STREETLIGHTS.
   - C. EXISTING UTILITY. CONTRACTOR TO VERIFY EXACT LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION.
   - D. EXISTING PLANT MATERIAL.
   - E. EXISTING NATIVE SEEDING - DO NOT DRIVE ON SEEDED AREA.
6. SITE DEMOLITION, REMOVE AND DISPOSE OF THE FOLLOWING:
   - A. FULL DEPTH SAW CUT EXISTING PANELS OF 5" PCC SIDEWALK AS NEEDED FOR ACCESS TO UTILITIES FOR CONNECTION, AND REPLACE PCC.
   - B. FULL DEPTH SAW CUT EXISTING PANELS OF 5" PCC SIDEWALK AS NEEDED FOR PLAYGROUND AREA CONSTRUCTION, AND REPLACE PCC.
   - C. ASPHALT FILLET ALONG CLASS A CURB, 25-FOOT LENGTH. PROTECT EDGE, REPLACE CLASS A SIDEWALK PANELS IF DAMAGED.
7. PROPOSED MONUMENT SIGN LOCATION FOR SIGN BY OTHERS.
8. STAGING AND EQUIPMENT STORAGE AREA.
9. TOPSOIL STOCKPILE LOCATION.
10. CONCRETE WASHOUT LOCATION.
11. FUTURE BENCH BY OTHERS.
12. FUTURE PICNIC TABLES BY OTHERS.
13. PROPOSED TRANSFORMER LOCATION.

SW DES MOINES STREET

NORTH

SCALE 20' 0 10'

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REVISIONS:
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3.) REVISED FOR RE-BID 7-5-23
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NOTICE: ELECTRONIC DOCUMENTS ARE THE PROPERTY OF NILLES ASSOCIATES, INC. AND SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH THEY WERE PREPARED. ANY REUSE, MODIFICATION, OR ALTERATION OF THESE DOCUMENTS FOR ANY OTHER PURPOSE OR PROJECT, OR EXTENSION OF THE PROJECT, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY NILLES ASSOCIATES, INC. FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO NILLES ASSOCIATES, INC. ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE ENGINEER'S INTENT SHALL BE THE RESPONSIBILITY OF THE PARTY MAKING THE CHANGES. IT IS THE ENGINEERING INTENT THEY CONVEY, OR THE ENGINEER'S RESPONSIBILITY TO INTERPRET THEM. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN AND/OR FOLLOW THE ENGINEER'S INTENT REGARDING CONFLICTS, AMBIGUITIES OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:
MIDWAY PARK - PHASE 2 IMPROVEMENTS
1500 SW DES MOINES STREET - ANKENY, IOWA

DESCRIPTION:
SITE OVERVIEW, REMOVAL & STAGING PLAN

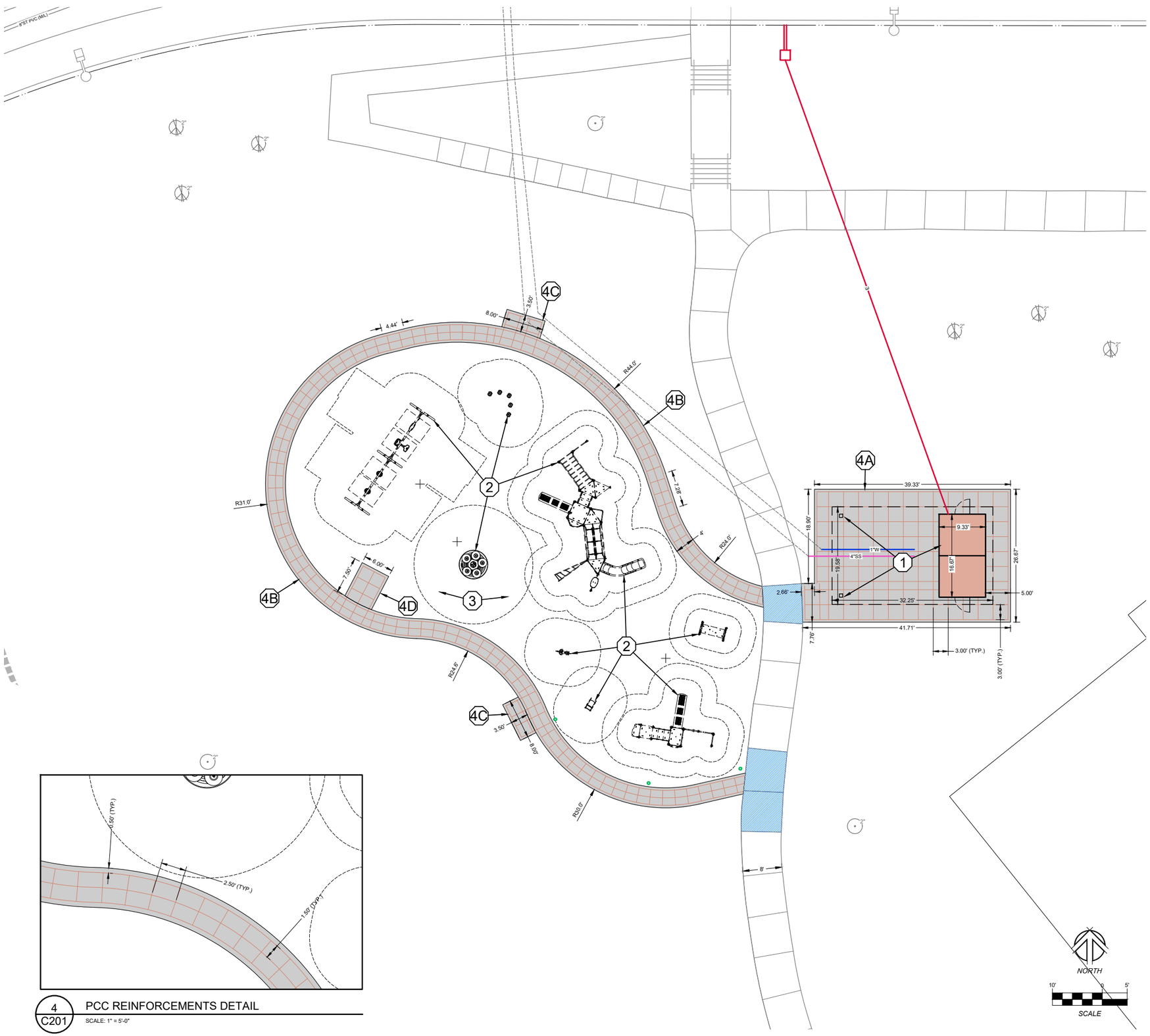
NAI NO.:	22220
DATE:	7/5/23
DRAWN BY:	TMB
CHECKED BY:	JTN
SHEET SIZE:	22" X 34"
SHEET TITLE:	C200
SHEET NO.:	3/7

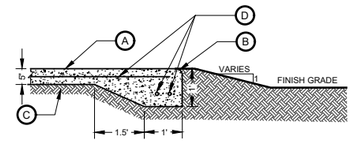
DIMENSION PLAN NOTES

1. SHELTER AND RESTROOM TO BE FURNISHED AND INSTALLED BY OTHERS. CONTRACTOR TO PROVIDE SHELTER COLUMN BOXOUTS AS NECESSARY. COORDINATE WITH OWNER FOR SHELTER PLANS.
2. PLAY AREA FOOTINGS AND EQUIPMENT TO BE FURNISHED AND INSTALLED BY OTHERS.
3. 12" DEPTH COMPRESSED WOOD FIBER MULCH BY OWNER.
4. PAVEMENTS, PROVIDE THE FOLLOWING:
   - A. 5-INCH DEPTH REINFORCED PCC SHELTER PAD WITH THICKENED EDGES. REINFORCING SCHEDULE: #4 EPOXY COATED REBAR OR FIBERGLASS REBAR WITH 36" OC SPACING. ADJUST AS NECESSARY FOR FOUNDATION AND FOOTINGS.
   - B. 5-INCH DEPTH PLAYGROUND THICKENED EDGE SIDEWALK, REINFORCED.
   - C. 5-INCH DEPTH REINFORCED BENCH PADS.
   - D. 5-INCH DEPTH REINFORCED PLAYGROUND RAMP.

PAVING LEGEND

EXISTING TURNING SPACE . VERIFY SLOPE DOES NOT EXCEED 1.5% IN ALL DIRECTIONS. CURRENT SURVEYED SHOTS INDICATE THESE ARE IN COMPLIANCE AND SHOULD NOT NEED REPLACED.

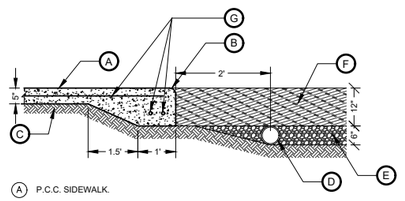




A P.C.C. SHELTER PAD.
B 1" RADIUS.
C SCARIFY AND RECOMPACT SUBGRADE. (95% STANDARD PROCTOR)
D REINFORCING SCHEDULE: #4 EPOXY COATED REBAR OR FIBERGLASS REBAR.

1 / C201 EDGE OF PCC SHELTER PAD

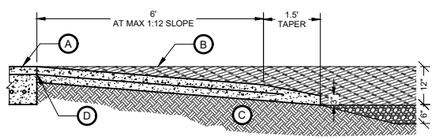
SCALE: NOT TO SCALE



A P.C.C. SIDEWALK.
B 1" RADIUS.
C SCARIFY AND RECOMPACT SUBGRADE. (95% STANDARD PROCTOR)
D 6" SUBDRAIN.
E 6" DEPTH PEA GRAVEL.
F 12" DEPTH COMPRESSED WOOD FIBER.
G #4 EPOXY COATED REBAR OR FIBERGLASS REBAR.

2 / C201 SIDEWALK ADJACENT TO PLAYGROUND

SCALE: NOT TO SCALE



A P.C.C. SIDEWALK.
B FINISH GRADE OF SAFETY SURFACE.
C SCARIFY AND RECOMPACT SUBGRADE. (95% STANDARD PROCTOR)
D #4 EPOXY COATED REBAR OR FIBERGLASS REBAR.

3 / C201 PLAYGROUND RAMP

SCALE: NOT TO SCALE

4 / C201 PCC REINFORCEMENTS DETAIL

SCALE: 1" = 5'-0"

NORTH

10' 0 5'

SCALE

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Landscape Architecture
NILLES ASSOCIATES

REVISIONS:
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3.) REVISED FOR RE-BID 7-5-23
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NOTICE: NILLES ASSOCIATES, INC. WILL NOT BE RESPONSIBLE FOR, AND ASSUMES NO LIABILITY FOR, ANY AND ALL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE ENGINEERING INTENT THEY CONVEY, OR THE ENGINEERING INTENT THEY CONVEY, OR FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEERS RECOMMENDATIONS AND/OR SPECIFICATIONS AND/OR PLANS AND/OR SPECIFICATIONS, AND/OR ASSUMES NO RESPONSIBILITY FOR, AND/OR ASSUMES NO LIABILITY FOR, ANY AND ALL CONSTRUCTION DEFECTS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:
MIDWAY PARK - PHASE 2 IMPROVEMENTS
1500 SW DES MOINES STREET - ANKENY, IOWA

DESCRIPTION
DIMENSION PLAN

NAI NO.:	22220
DATE:	7/5/23
DRAWN BY:	TMB
CHECKED BY:	JTN
SHEET SIZE:	22" X 34"
SHEET TITLE:	C201
SHEET NO.:	4/7

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GRADING PLAN NOTES

A. PROVIDE SILT FENCE OR WATTLES WHERE SHOWN FOR EROSION CONTROL MEASURES.

B. TURF REINFORCEMENT MAT, 4 SY (APPROX.). INSTALL AS PER SUDAS 9040.

LEGEND

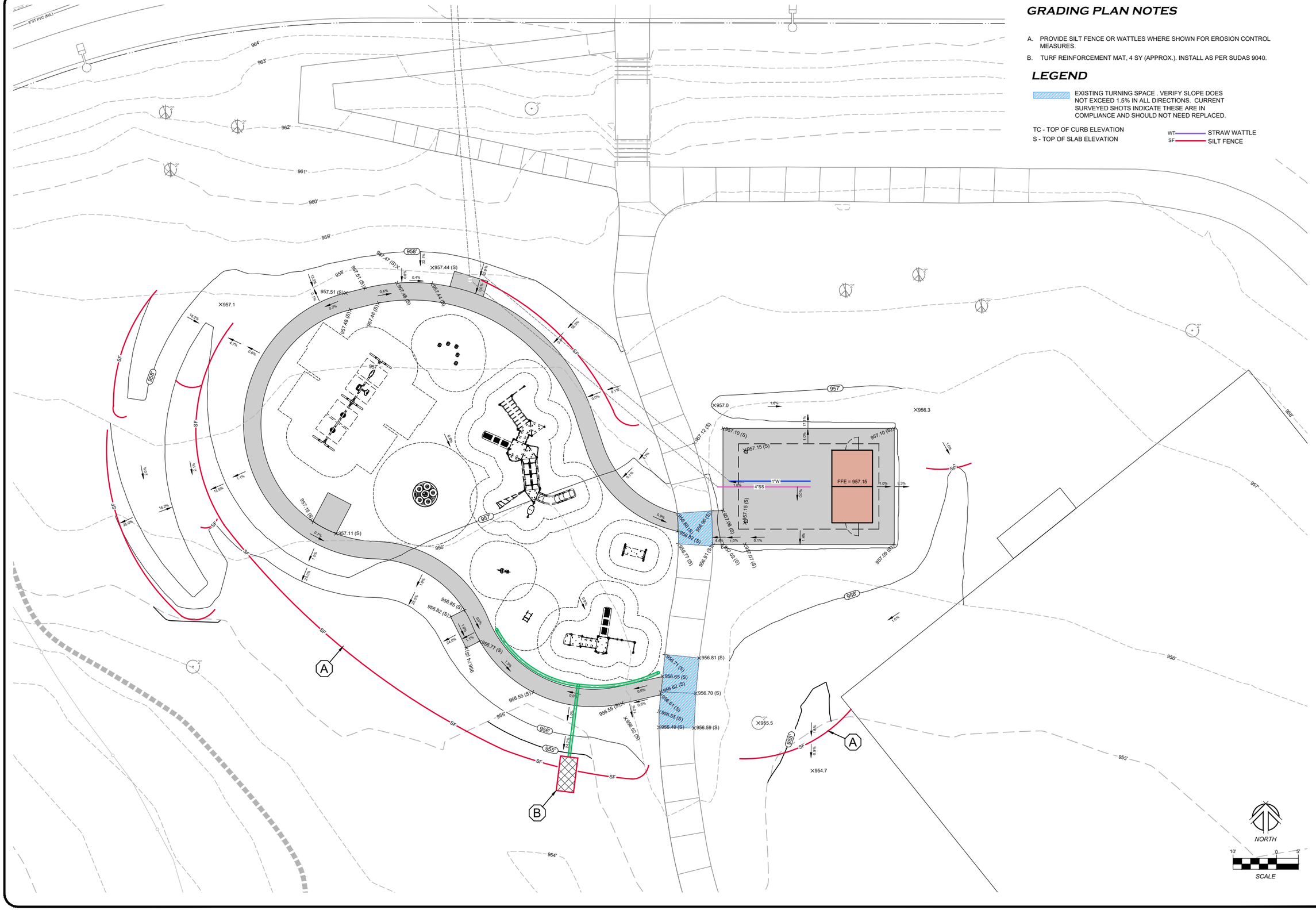
EXISTING TURNING SPACE . VERIFY SLOPE DOES NOT EXCEED 1.5% IN ALL DIRECTIONS. CURRENT SURVEYED SHOTS INDICATE THESE ARE IN COMPLIANCE AND SHOULD NOT NEED REPLACED.

TC - TOP OF CURB ELEVATION

S - TOP OF SLAB ELEVATION

WT — STRAW WATTLE

SF — SILT FENCE



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7.) REVISED FOR RE-BID 7-5-23

NOTICE: NILES ASSOCIATES, INC. CANNOT PAY FOR ANY RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE ENGINEER'S PLANS AND SPECIFICATIONS WHERE THE ENGINEERING INTENT THEY CONVEY, OR FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S CLARIFICATIONS WHERE THESE PLANS AND SPECIFICATIONS CONTAIN OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:
MIDWAY PARK - PHASE 2 IMPROVEMENTS
1500 SW DES MOINES STREET - ANKENY, IOWA

DESCRIPTION:
GRADING PLAN

NAI NO.:	22220
DATE:	7/5/23
DRAWN BY:	TMB
CHECKED BY:	JTN
SHEET SIZE:	22" X 34"
SHEET TITLE:	C300
SHEET NO.:	5/7

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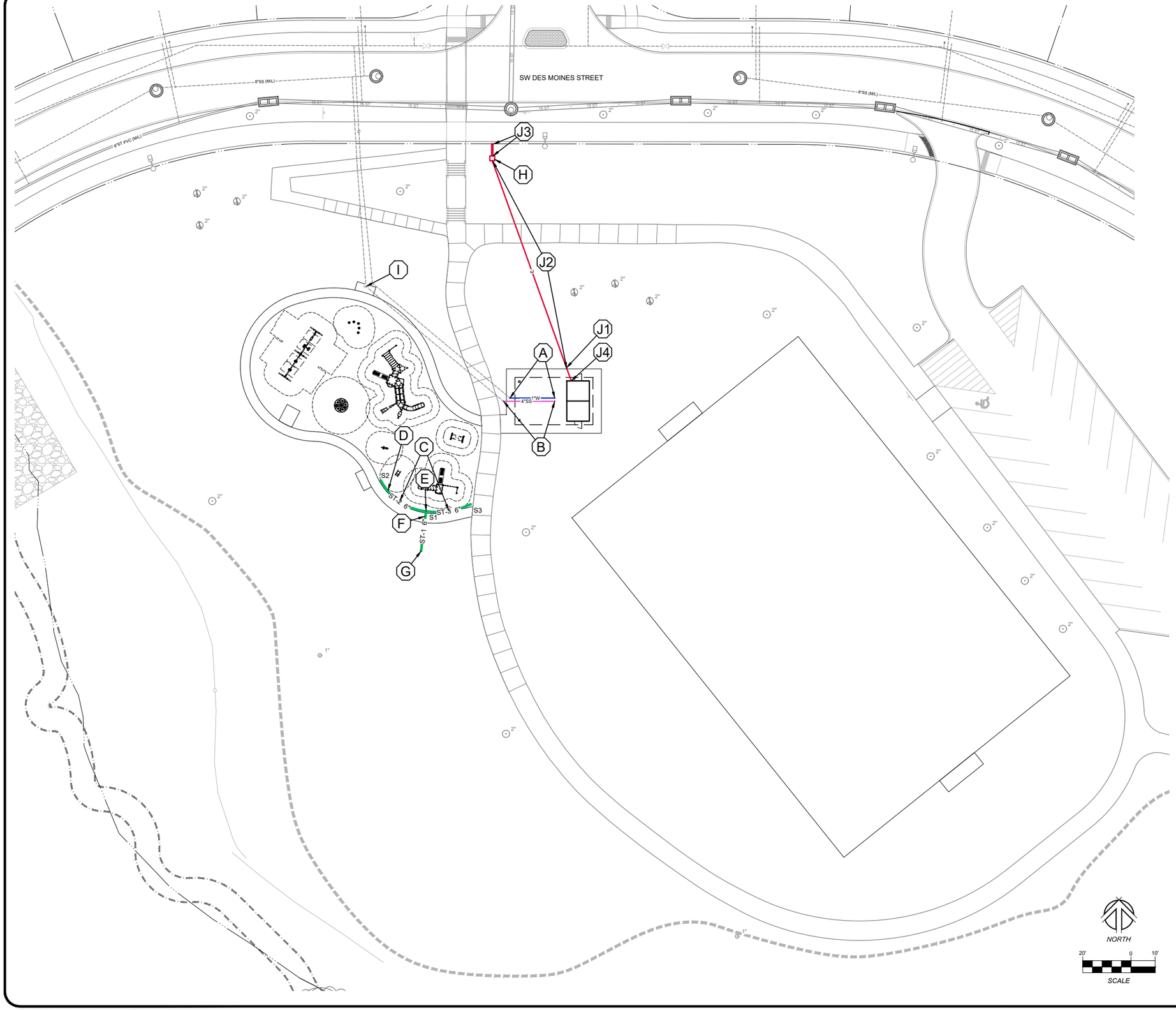

UTILITY PLAN NOTES

A. CONNECT TO EXISTING 1" WATER SERVICE AND INSTALL 19 LF OF 1" DOMESTIC WATER SERVICE. INSTALL PER SUDAS 5010.

B. CONNECT TO EXISTING 4" PVC SANITARY SERVICE SERVICE AND INSTALL 21 LF OF 4" PVC SANITARY SERVICE. INSTALL PER SUDAS 4010.

C. INSTALL 43 LF OF 6" SUBDRAIN AT LOCATIONS SHOWN. MATERIAL TO BE CORRUGATED PE PIPE WITH PERFORATIONS. INSTALL SUBDRAIN ACCORDING TO SUDAS 4040.

D. REFER TO SHEET C201 FOR DETAILS ON SUBDRAIN INSTALLATION ALONG PLAYGROUND MAINTENANCE CURB.

E. INSTALL 6"x6"x6" PE TEE.

F. OUTLET THROUGH PLAYGROUND CURB SHALL BE 6" PVC PIPE. REFER TO DETAIL ON SHEET C201.

G. INSTALL 6" RODENT GUARD ON OUTLET PIPE AS PER SUDAS 4040.

H. TRANSFORMER.

I. TRIM EXISTING CLEANOUT TO PROPOSED GRADE, AND INSTALL FINISHED CAP AS PER SUDAS 4010.

J. SITE ELECTRICAL. THIS WORK TO BE COORDINATED WITH THE BUILDING INSTALLER AND MIDAMERICAN ENERGY.

J.1. INSTALL ELECTRICAL METER BASE WITHIN 5' OF BUILDING PRIOR TO BUILDING INSTALLATION.

J.2. INSTALL 200 AMP ELECTRICAL SERVICE LINE TO PEDESTAL BY MIDAMERICAN ENERGY (100 LF TOTAL).

J.3. INSTALL CONDUIT FROM TRANSFORMER TO R.O.W. ONSITE (5 LF TOTAL).

J.4. BUILDING ELECTRICIAN WILL EXTEND FROM ELECTRIC METER TO ELECTRIC PANEL WITHIN BUILDING.

STORM STRUCTURE TABLE

NAME	DESCRIPTION	RIM/TC	INVERT
S1	6"X6"X6" TEE	956.70	INV 955.18 (ST-2) INV 955.18 (ST-3) INV 955.08 (ST-1)
S2	CAP	956.81	INV 955.29 (ST-2)
S3	CAP	956.68	INV 955.16 (ST-3)

STORM PIPE TABLE

NAME	SIZE	LENGTH	SLOPE	INLET INVERT	OUTLET INVERT
ST-1	6" PVC Pipe	17 LF	1.69%	955.08	954.80
ST-2	6" HDPE PIPE	24 LF	0.47%	955.29	955.18
ST-3	6" HDPE PIPE	19 LF	0.11%	955.18	955.16

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NOTICE: SALES OR DISCOUNTS TO BE OWNER'S AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THE ENGINEER'S RECOMMENDATIONS. THE ENGINEER'S INTENT THEY CONVEY, OR FOR ANY ADDITIONAL COSTS INCURRED TO OBTAIN AND/OR FOLLOW THE ENGINEER'S DIRECTIVES DUE TO CONTRACTOR ERRORS OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:
MIDWAY PARK - PHASE 2 IMPROVEMENTS
1500 SW DES MOINES STREET - ANKENY, IOWA

DESCRIPTION:
UTILITY PLAN

NAI NO.:	22220
DATE:	7/5/23
DRAWN BY:	TMB
CHECKED BY:	JTN
SHEET SIZE:	22" X 34"
SHEET TITLE:	C400
SHEET NO.:	6/7

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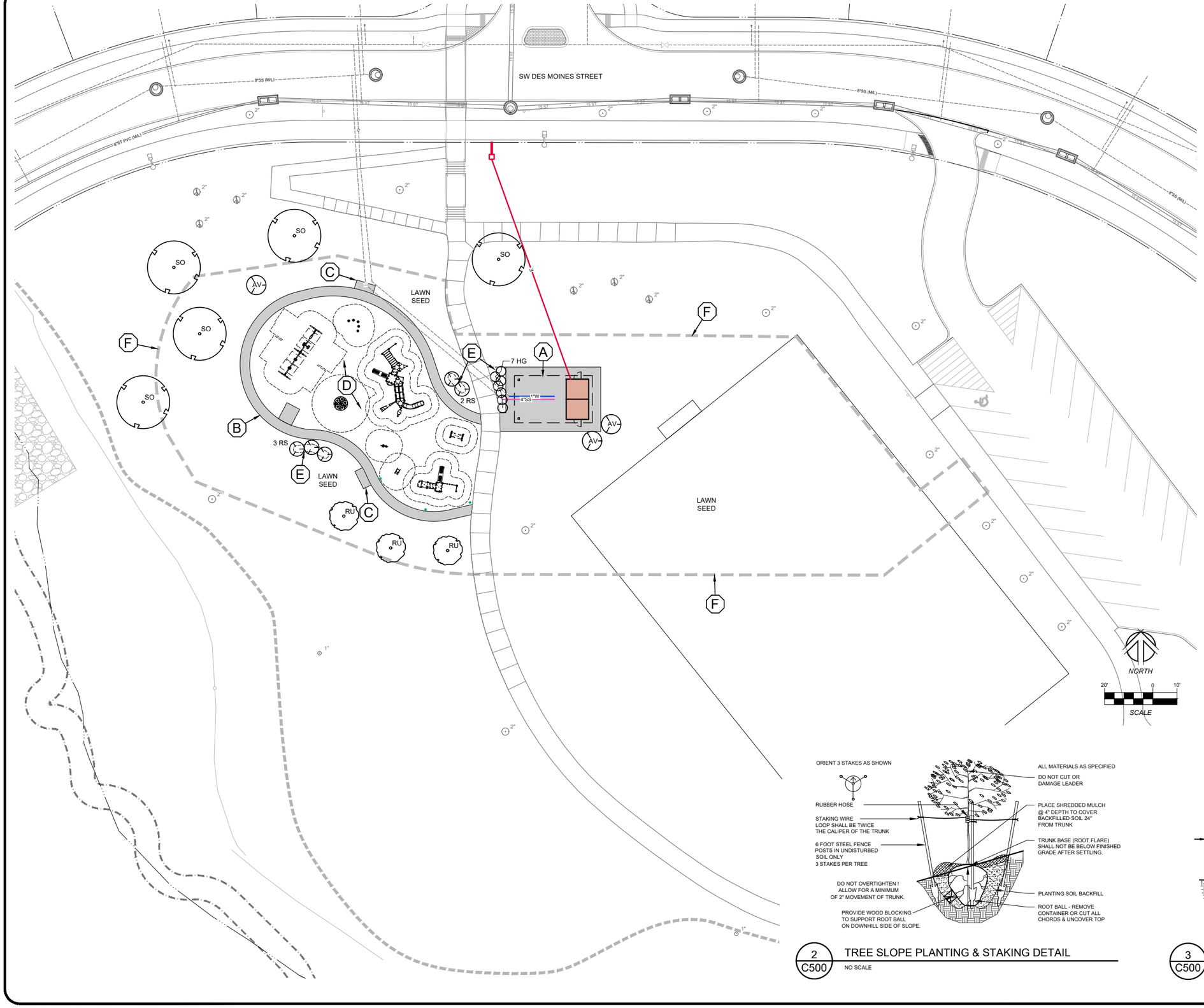


GENERAL LANDSCAPING NOTES

1. NO SUBSTITUTIONS IN SPECIES LISTED WILL BE ACCEPTED WITHOUT APPROVAL OF THE A/E AND THE OWNER. IF ANY UNAUTHORIZED SUBSTITUTIONS ARE MADE BY THE OWNER OR CONTRACTOR THE A/E ASSUMES NO RESPONSIBILITY FOR THE GROWTH OR PERFORMANCE OF THE PLANT MATERIAL.
2. PLANTINGS SHALL MEET THE MINIMUM SIZES LISTED UNLESS LARGER CALIPER OR HEIGHTS ARE APPROVED BY THE OWNER AND PROJECT LANDSCAPE ARCHITECT.
3. ALL NURSERY STOCK MUST MEET THE MINIMUM STANDARDS ESTABLISHED IN THE MOST RECENT EDITION OF THE 'AMERICAN STANDARDS FOR NURSERY STOCK' PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
4. LANDSCAPE CONTRACTOR SHALL WATER EACH PLANT IMMEDIATELY AFTER PLANTING.
5. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
6. PROVIDE 3-INCH DEPTH SHREDDED HARDWOOD 4-FOOT IN DIAMETER AROUND ALL TREES AND IN PLANT BED AREAS SHOWN ON PLAN. PROVIDE VERTICAL CUT NATURAL EDGE TO A DEPTH OF 4-INCHES IN CONTINUOUS BEDS WHERE EDGE MEETS LAWN. APPLY A PRE-EMERGENT SUCH AS "PREEN" OR APPROVED EQUAL HERBICIDE AT THE MANUFACTURER'S RECOMMENDED RATE IMMEDIATELY AFTER MULCHING.
7. LAWN SEEDING AREAS SHALL BE SEEDED WITH SUDAS TYPE 1 PERMANENT LAWN MIXTURE AND MULCHED WITH HYDRAULICALLY APPLIED BFM HYDROMULCH.

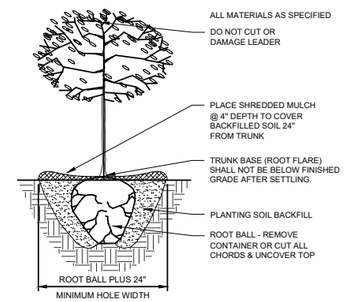
LANDSCAPE PLAN NOTES

A. SHELTER.
B. PCC PLAYGROUND SIDEWALK.
C. BENCH PAD.
D. COMPRESSED WOOD FIBER MULCH BY OTHERS.
E. SHREDDED HARDWOOD MULCH.
F. APPROXIMATE SEEDING LIMITS.

PLANT SCHEDULE

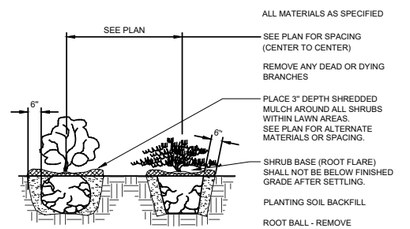
TREES & SHRUBS

Key	Common / Scientific name	Minimum Size	No.	Root/Comment
RU	Redbud Cercis canadensis	6' Ht. Multi-stem	3	B&B or Container
SO	Swamp Oak Quercus bicolor	2" Caliper	5	B&B or Container
RS	Regent's Serviceberry Amelanchier alnifolia 'Regent'	3-4' Height	5	Container
HG	Henry's Garnet Sweetspire Itea virginica 'Henry's Garnet'	18-24" Height	7	Container
AV	Arrowwood Viburnum Viburnum dentatum AUTUMN JAZZ	3-4' Height	3	Container



1 / C500 DECIDUOUS TREE PLANTING
NO SCALE

2 / C500 TREE SLOPE PLANTING & STAKING DETAIL
NO SCALE



3 / C500 SHRUB PLANTING
NO SCALE

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NOTICE: BLUE BOOK (DIGGERS HOTLINE, INC.) MARKING OF UTILITY LOCATIONS IS FOR THE PROTECTION OF UNDERGROUND FACILITIES ONLY. IT IS NOT INTENDED TO PROTECT PRIVATE PROPERTY. ANY AND ALL RESPONSIBILITY AND LIABILITY FOR DAMAGE TO PRIVATE PROPERTY, INCLUDING BUT NOT LIMITED TO PROBLEMS WHICH ARISE FROM FAILURE TO LOCATE PRIVATE UTILITIES, SHALL REMAIN WITH THE EXCAVATOR. IT IS THE EXCAVATOR'S RESPONSIBILITY TO NOTIFY ALL UTILITIES WITHIN THE ENGINEERING INTENT THEY CONVEY, OR TO EMPLOY PRIVATE LOCATORS TO LOCATE PRIVATE UTILITIES. IT IS THE EXCAVATOR'S RESPONSIBILITY TO OBTAIN AND/OR FOLLOW THE ENGINEER'S TO OBTAIN AND/OR FOLLOW THE ENGINEER'S CONSTRUCTION PLANS AND TO RESOLVE ANY DISCREPANCIES, AMBIGUITIES OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME:
MIDWAY PARK - PHASE 2 IMPROVEMENTS
1500 SW DES MOINES STREET - ANKENY, IOWA

DESCRIPTION:
LANDSCAPE PLAN

NAI NO.:	22220
DATE:	7/5/23
DRAWN BY:	TMB
CHECKED BY:	JTN
SHEET SIZE:	22" X 34"
SHEET TITLE:	C500
SHEET NO.:	7/7

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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 Concrete Connection, 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:

2023 MIDWAY PARK – PHASE 2 IMPROVEMENTS

The 2023 Midway Park Phase 2 Improvements project includes grading, utilities, installation of thickened edge PCC sidewalk, and PCC shelter pad.

Other associated improvements include sanitary sewer service, water service and electrical service, playground pea gravel and subdrain, erosion control, seeding and hydromulch, tree and shrub installation, and miscellaneous associated work 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 Ninety-five thousand and 00/100 DOLLARS ($ 95,000.00), 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 substantially complete the project no later than **October 27, 2023.** Substantially complete shall be defined as all grading, utilities and pavement construction completed, with the playground improvements and 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:

Concrete Connection, LLC
Contractor

By _____
Signature

Member
Title

5170 NW Beaver Drive
Street Address

Johnston, Iowa 50131
City, State, Zip Code

515-202-1279
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1117-62 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.**

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
Polk County)

On this 7th day of August, 2023, before me a Notary Public in and for said county, personally appeared Dave Bartholomew, to me personally known, who being by me duly sworn did say that person is Manager of said Concrete Connection, 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 Concrete Connection, by authority of its managers and the said Concrete Connection acknowledged the execution of said instrument to be the voluntary act and deed of said Dave Bartholomew, by it voluntarily executed.

Lesley Dorland
Notary Public in and for the State of Iowa
My commission expires 3-9, 2024

NOTARIAL SEAL
LESLEY DORLAND
Commission Number 757320
My Commission Exp. 3-9-24

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, 4" Depth	CY	300	$ 25.00	$ 7,500.00
2.02	Excavation, Class 10	CY	327	$ 25.00	$ 8,175.00
2.03	Subbase, Pea Gravel, 6" Depth	TON	164	$ 50.00	$ 8,200.00
	SEWERS AND DRAINS				
4.01	Sanitary Sewer Service, PVC, 4-inch Dia.	LF	21	$ 75.00	$ 1,575.00
4.02	Subdrain, Trenched, PVC, 6-Inch Dia.	LF	17	$ 40.00	$ 680.00
4.03	Subdrain, Trenched, HDPE, Perforated, 6-Inch Dia.	LF	43	$ 40.00	$ 1,720.00
4.04	Subdrain TEE, 6"X6"X6"-Inch Dia.	EA	1	$ 100.00	$ 100.00
4.05	Subdrain Cap, 6-inch Dia.	EA	2	$ 100.00	$ 200.00
	WATER MAINS AND APPURTENANCES				
5.01	Water Service Pipe, 1"	LF	19	$ 125.00	$ 2,375.00
	CONCRETE AND RELATED WORK				
7.01	Remove and Replace Sidewalk, PCC, 5-Inch	SY	28	$ 150.00	$ 4,200.00
7.02	Shelter Pad, PCC, 5-Inch, Reinforced	SY	110	$ 63.00	$ 2,520.00
7.03	Sidewalk Assurance Testing	LS	1	$ 1,000.00	$ 1,000.00
7.04	Playground Ramp and Bench Pads, PCC, Reinforced	SY	14	$ 150.00	$ 2,100.00
7.05	Playground Thickened Edge Sidewalk, PCC, Reinforced	SY	120	$110.00	$ 13,200.00
	SITE WORK AND LANDSCAPING				
9.01	Conventional Seeding, Type 1 (Permanent Lawn Mixture)	AC	0.5	$ 12,000.00	$ 6,000.00
9.02	Trees, Deciduous, 1.25" - 1.5" Caliper	EA	8	$ 550.00	$ 4,400.00
9.03	Shrubs - 24-36" Height Or Spread	EA	15	$ 75.00	$ 1,125.00
9.04	Shredded Hardwood Mulch	SY	30	$ 75.00	$ 2,250.00
9.05	Silt Fence	LF	208	$ 3.00	$ 624.00
9.06	Silt Fence, Removal	LF	208	$ 2.00	$ 416.00
9.07	Temporary Hydraulic Mulching, Wood Cellulose	LS	1.0	$ 2,500.00	$ 2,500.00
9.08	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	0.5	$ 5,000.00	$ 2,500.00

9.09	Inlet Protection Device, Drop-In	EA	1	$ 250.00	$ 250.00
9.10	Inlet Protection Device, Maintenance	EA	4	$ 150.00	$ 600.00
9.11	Turf Reinforcement Mat, Type 2	SY	4	$ 100.00	$ 400.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	$ 7,500.00	$ 7,500.00
11.02	Concrete Washout	LS	1	$ 1,500.00	$ 1,500.00
11.03	Site Electrical	LS	1	$ 11,390.00	$ 11,390.00

TOTAL AMOUNT BID = **$ 95,000.00**

Bond No. 282436F

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Concrete Connection, 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 Ninety-five thousand and 00/100 DOLLARS ($ 95,000), 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 improvements:

2023 MIDWAY PARK – PHASE 2 IMPROVEMENTS

The 2023 Midway Park Phase 2 Improvements project includes grading, utilities, installation of thickened edge PCC sidewalk, and PCC shelter pad.

Other associated improvements include sanitary sewer service, water service and electrical service, playground pea gravel and subdrain, erosion control, seeding and hydromulch, tree and shrub installation, and miscellaneous associated work to complete the project.

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

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

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

2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

   D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred 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:

Concrete Connection, LLC
Contractor

By _____
Signature

Member
Title

SURETY:

Westfield Insurance 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.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 07/24/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **1429262 15**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

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

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, SETH ROOKER, SARA HUSTON, KATE ZANDERS, JOHN CORD, GRACE RASMUSSEN, JOINTLY OR SEVERALLY

of **WAUKEE** 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.** - - -

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2023

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 423-363-1
CONCRETE CONNECTION, LLC.
5170 NW BEAVER DR
JOHNSTON, IA 50131-1330

COVERAGES **CERTIFICATE NUMBER: 20** **REVISION NUMBER: 0**

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	1858130	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	1858130	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y	Y	1858133	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1858132	04/01/2023	04/01/2024	X PER STATUTE OTHER E.L EACH ACCIDENT E.L DISEASE -EA EMPLOYEE E.L DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE ATTACHED PAGE

CERTIFICATE HOLDER

423-363-1 20 0
CITY OF ANKENY
1210 NW PRAIRIE RIDGE DR
ANKENY, IA 50023-1564

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 Nicholas R. Zoeve

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AGENCY CUSTOMER ID: 423-363-1

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		CONCRETE CONNECTION, LLC. 5170 NW BEAVER DR JOHNSTON, IA 50131-1330
POLICY NUMBER SEE CERTIFICATE # 20.0		
CARRIER SEE CERTIFICATE # 20.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 20.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: 2023 MIDWAY PARK - PHASE 2 IMPROVEMENTS
SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY, ADDITIONAL INSUREDS ALSO INCLUDES THE JURISDICTION, INCLUDING ALL ITS ELECTED AND APPOINTED OFFICIALS, ALL ITS EMPLOYEES AND VOLUNTEERS, ALL ITS BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES, AND VOLUNTEERS, AND ALL ITS OFFICERS, AGENTS, AND CONSULTANTS
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
FOR NON-PAYMENT OF PREMIUM, 10 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

A. Under a written contact or agreement with such person(s) or organization(s); and

B. Prior to the "accident" or the "loss."

© Insurance Services Office, Inc., 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

© Insurance Services Office, Inc., 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. 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 for the additional insured.

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 contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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.

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2. "Bodily injury" or "property damage" occurring after:
   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, 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 contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Each construction project as required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage **A**, and for all medical expenses caused by accidents under Section I - Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   - **a.** Insureds;
   - **b.** Claims made or "suits" brought; or
   - **c.** Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Federated Mutual Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMENDMENT OF CANCELLATION PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions:

If we cancel this policy, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

SCHEDULE

Name and Address of Person(s) Or Organization(s):
City of Ankeny 1210 NW Prairie Ridge Dr Ankeny, IA 50023-1564
Number of days advance notice for any reason other than non-payment of premium: 30
Number of days advanced notice for non-payment of premium: See Common Policy Conditions

Insured: Concrete Connection, LLC.
5170 NW Beaver Dr
Johnston, IA 50131-1330

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 04/01/2023 at 12:01 A.M. standard time, forms a part of

Policy No. 1858132

Issued to Concrete Connection, LLC.

Issued by Federated Service Insurance Company

Endorsement No. 1

Nicholas R. Zoeller

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, New Hampshire, or New Jersey.

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ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:

Human Resources

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to authorize a temporary side-by-side position in the fire department which will temporarily increase the authorized FTE count by one.

EXECUTIVE SUMMARY:

The fire department has an employee who has been ordered to active military duty beginning November 26, 2023 and lasting for 365 days. Due to staffing levels and the increased calls for service, the City Manager is requesting the temporary authority to hire a fulltime employee to cover the vacancy due to military leave. When the military employee returns, there should be a permanent fulltime opening in the authorized staffing plan for FY2025.

FISCAL IMPACT: **No**

There is no fiscal impact as the Firefighter will be on an extended military leave without pay.

CITY MANAGER'S RECOMMENDATIONS:

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

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 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Heritage Commercial at Prairie Trail Neighborhood Plan.

EXECUTIVE SUMMARY:

The Heritage Commercial at Prairie Trail Neighborhood Plan consists of approximately 15.58-acres located west of South Ankeny Boulevard, north of DMACC and south of SW 16th Street. The plan area is owned by Prairie Trail Commercial, LLC. All of the plan area is located within the Neighborhood Commercial Precinct of the Prairie Trail Planned Unit Development Zoning District.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Heritage Commercial at Prairie Trail Neighborhood Plan.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on July 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Neighborhood Plan
P&Z Minutes
Staff Report
Applicant Letter
Aerial Map

HERITAGE COMMERCIAL AT PRAIRIE TRAIL

NEIGHBORHOOD PLAN

HERITAGE COMMERCIAL AT PRAIRIE TRAIL NEIGHBORHOOD

LEGAL DESCRIPTION

Those parts of Lot B and Outlots B, C, G, and H, PRAIRIE TRAIL PARK PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

Beginning at the northeast corner of Lot D, HERITAGE PARK AT PRAIRIE TRAIL PLAT 1, an official plat, located in the City of Ankeny, Polk County, Iowa, also known as Point of Beginning #1; thence northeasterly 34.74 feet along a compound curve to the right, along said north line of PRAIRIE TRAIL PARK PLAT 1, having a radius of 25.00 feet, a delta angle of 79 degrees 36 minutes 54 seconds and a chord distance of 32.01 feet which bears North 40 degrees 57 minutes 45 seconds East; thence northeasterly 40.14 feet along a reverse curve to the left, tangent to the last described curve, continuing along said north line of PRAIRIE TRAIL PARK PLAT 1, having a radius of 657.50 feet, a delta angle of 03 degrees 29 minutes 52 seconds and a chord distance of 40.13 feet which bears North 79 degrees 01 minute 16 seconds East; thence northeasterly 95.90 feet along a reverse curve to the right, tangent to the last described curve, continuing along said north line of PRAIRIE TRAIL PARK PLAT 1, having a radius of 972.50 feet, a delta angle of 05 degrees 39 minutes 00 seconds and a chord distance of 95.86 feet which bears North 80 degrees 05 minutes 49 seconds East; thence southeasterly 173.50 feet along a compound curve to the right, tangent to the last described curve, continuing along said north line of PRAIRIE TRAIL PARK PLAT 1, having a radius of 572.50 feet, a delta angle of 17 degrees 21 minutes 51 seconds and a chord distance of 172.84 feet which bears South 88 degrees 23 minutes 46 seconds East; thence southeasterly 10.31 feet along a reverse curve to the left, tangent to the last described curve, continuing along said north line of PRAIRIE TRAIL PARK PLAT 1, having a radius of 631.00 feet, a delta angle of 00 degrees 56 minutes 09 seconds and a chord distance of 10.31 feet which bears South 84 degrees 05 minutes 17 seconds East, to the east line of said Outlot B, PRAIRIE TRAIL PARK PLAT 1; thence South 00 degrees 08 minutes 43 seconds West, along said east line of Outlot B, PRAIRIE TRAIL PARK PLAT 1, a distance of 603.51 feet, to the north line of said Outlot C, PRAIRIE TRAIL PARK PLAT 1; thence northeasterly 82.94 feet along a curve to the right, not tangent to the last described line, along said north line of Outlot C, PRAIRIE TRAIL PARK PLAT 1, having a radius of 330.50 feet, a delta angle of 14 degrees 22 minutes 42 seconds and a chord distance of 82.72 feet which bears North 80 degrees 07 minutes 23 seconds East; thence North 43 degrees 43 minutes 47 seconds East, not tangent to the last described curve, continuing along said north line of Outlot C, PRAIRIE TRAIL PARK PLAT 1, a distance of 41.36 feet, to the east line of said PRAIRIE TRAIL PARK PLAT 1; thence South 00 degrees 08 minutes 51 seconds West, along said east line of PRAIRIE TRAIL PARK PLAT 1, a distance of 128.24 feet, to the south line of said Outlot C, PRAIRIE TRAIL PARK PLAT 1; thence North 47 degrees 03 minutes 07 seconds West, along said south line of Outlot C, PRAIRIE TRAIL PARK PLAT 1, a distance of 44.02 feet; thence southwesterly 80.07 feet along a curve to the left, not tangent to the last described line, continuing along said south line of Outlot C, PRAIRIE TRAIL PARK PLAT 1, having a radius of 262.50 feet, a delta angle of 17 degrees 28 minutes 35 seconds and a chord distance of 79.76 feet which bears South 77 degrees 00 minutes 38 seconds West, to the east line of said Outlot G, PRAIRIE TRAIL PARK PLAT 1; thence South 00 degrees 08 minutes 43 seconds West, not tangent to the last described curve, along said east line of Outlot G, PRAIRIE TRAIL PARK PLAT 1, a distance of 282.56 feet; thence South 04 degrees 17 minutes 52 seconds West, continuing along said east line of Outlot G, PRAIRIE TRAIL PARK PLAT 1, a distance of 286.29 feet, to the north right-of-way line of SW Prairie Trail Parkway; thence South 88 degrees 10 minutes 29 seconds West, along said north right-of-way line of SW Prairie Trail Parkway, a distance of 56.75 feet; thence northwesterly 140.54 feet along a curve to the right, not tangent to the last described line, continuing along said north right-of-way line of SW Prairie Trail Parkway, having a radius of 432.50 feet, a delta angle of 18 degrees 37 minutes 04 seconds and a chord distance of 139.92 feet which bears North 81 degrees 03 minutes 47 seconds West; thence northwesterly 126.70 feet along a curve to the right, not tangent to the last described curve, continuing along said north right-of-way line of SW Prairie Trail Parkway, having a radius of 470.50 feet, a delta angle of 15 degrees 25 minutes 44 seconds and a chord distance of 126.32 feet which bears North 63 degrees 16 minutes 37 seconds West; thence northwesterly 37.11 feet along a compound curve to the right, tangent to the last described curve, continuing along said north right-of-way line of SW Prairie Trail Parkway, having a radius of 25.00 feet, a delta angle of 85 degrees 03 minutes 23 seconds and a chord distance of 33.80 feet which bears North 13 degrees 02 minutes 03 seconds West, to said east line of Lot B; thence northeasterly 243.71 feet along a reverse curve to the left, tangent to the last described curve, along said east line of Lot B, having a radius of 278.50 feet, a delta angle of 50 degrees 08 minutes 15 seconds and a chord distance of 236.00 feet which bears North 04 degrees 25 minutes 30 seconds East; thence northwesterly 79.03 feet along a reverse curve to the right, tangent to the last described curve, continuing along said east line of Lot B, having a radius of 221.50 feet, a delta angle of 20 degrees 26 minutes 34 seconds and a chord distance of 78.61 feet which bears North 10 degrees 25 minutes 20 seconds West; thence North 00 degrees 12 minutes 03 seconds West, tangent to the last described curve, continuing along said east line of Lot B and its northerly extension, a distance of 755.98 feet; thence northeasterly 23.70 feet along a curve to the right, tangent to the last described line, continuing along said east line of Lot B, having a radius of 1001.50 feet, a delta angle of 01 degree 21 minutes 21 seconds and a chord distance of 23.70 feet which bears North 00 degrees 28 minutes 38 seconds East, to the north line of said Lot D, HERITAGE PARK AT PRAIRIE TRAIL PLAT 1 and said Point of Beginning #1.

AND

Beginning at the northwest corner of said Outlot H, also known as Point of Beginning #2; thence southeasterly 54.58 feet along a curve to the right, along the south right-of-way line of SW Prairie Trail Parkway, having a radius of 703.50 feet, a delta angle of 04 degrees 26 minutes 42 seconds and a chord distance of 54.56 feet which bears South 59 degrees 01 minute 59 seconds East; thence southeasterly 56.68 feet along a reverse curve to the left, tangent to the last described curve, continuing along said south right-of-way line of SW Prairie Trail Parkway, having a radius of 500.00 feet, a delta angle of 06 degrees 29 minutes 41 seconds and a chord distance of 56.65 feet which bears South 60 degrees 03 minutes 29 seconds East; thence South 63 degrees 18 minutes 19 seconds East, tangent to the last described curve, continuing along said south right-of-way line of SW Prairie Trail Parkway, a distance of 48.59 feet; thence southeasterly 104.02 feet along a curve to the left, tangent to the last described line, continuing along said south right-of-way line of SW Prairie Trail Parkway, having a radius of 540.50 feet, a delta angle of 11 degrees 01 minute 35 seconds and a chord distance of 103.86 feet which bears South 68 degrees 49 minutes 07 seconds East; thence southeasterly 129.36 feet along a curve to the left, not tangent to the last described curve, continuing along said south right-of-way line of SW Prairie Trail Parkway, having a radius of 502.50 feet, a delta angle of 14 degrees 44 minutes 58 seconds and a chord distance of 129.00 feet which bears South 78 degrees 32 minutes 56 seconds East; thence South 84 degrees 34 minutes 57 seconds East, not tangent to the last described curve, continuing along said south right-of-way line of SW Prairie Trail Parkway, a distance of 31.77 feet; thence North 89 degrees 42 minutes 25 seconds East, continuing along said south right-of-way line of SW Prairie Trail Parkway, a distance of 23.29 feet, to the east line of said Outlot H; thence South 04 degrees 17 minutes 52 seconds West, along said east line of Outlot H, a distance of 253.08 feet, to the south line of said Outlot H; thence South 71 degrees 44 minutes 48 seconds West, along said south line of Outlot H, a distance of 329.76 feet, to the west line of said Outlot H; thence North 00 degrees 08 minutes 51 seconds East, along said west line of Outlot H, a distance of 198.27 feet; thence North 89 degrees 51 minutes 09 seconds West, continuing along said west line of Outlot H, a distance of 115.00 feet; thence North 00 degrees 08 minutes 51 seconds East, continuing along said west line of Outlot H, a distance of 249.31 feet; thence North 28 degrees 44 minutes 40 seconds East, continuing along said west line of Outlot H, a distance of 59.28 feet, to said Point of Beginning #2.

Containing 15.58 acres more or less.

Said parcel is subject to all easements and restrictions.

CONSTRUCTION SCHEDULE

Rough Grading	Fall 2023 - Winter 2023
Public Improvements	Fall 2023 - Summer 2024
Lot Construction	Fall 2023 - Winter 2024

RECEIVED
JUN 26 2023
CITY OF ANKENY

ZONING

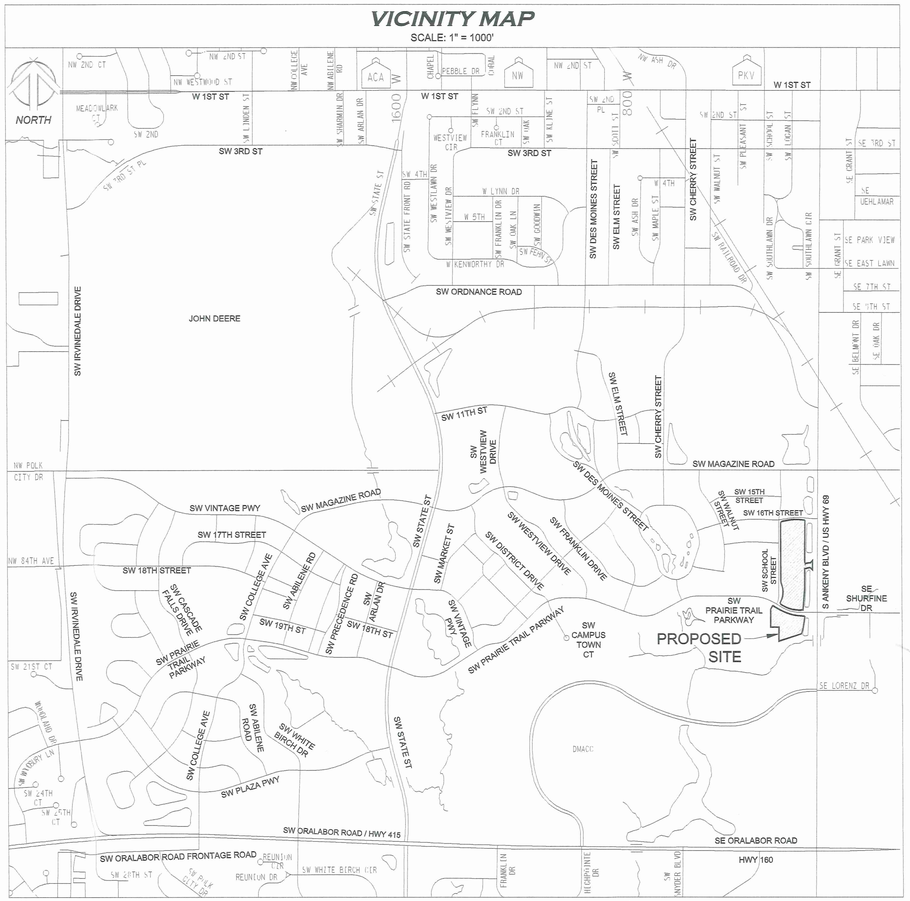
PRAIRIE TRAIL PUD

Neighborhood Commercial - Lots 1, 2 & 3
Front setback: 10 feet
Front facade zone: 15 feet
Note: 20-25' setbacks are allowed from the property lines adjacent to SW School Street.

Open Space - Lots W, X, & Y

VICINITY MAP

SCALE: 1" = 1000'



NEIGHBORHOOD NARRATIVE

The Heritage Commercial at Prairie Trail Neighborhood will consist of neighborhood commercial lots. This 15.58 acre neighborhood lies east of the Heritage Park at Prairie Trail single family residential lots and west of the South Ankeny Boulevard corridor and north of the DMACC Ankeny campus. Ankeny Elementary 11 lies west of this development south of SW Prairie Trail Parkway.

Lots 1, 2, and 3 are being planned as neighborhood commercial areas that will provide services for the surrounding neighborhoods. The majority of proposed buildings are planned to address SW School Street with entrances to the east and west. Diagonal street parking along SW School is proposed similar to the commercial sites to the north. The larger parking areas are proposed east of the larger buildings and will provide the bulk of required parking. Smaller buildings are proposed on out parcels along SW Ankeny Blvd. and may include restaurants or stand alone retail uses. SW 18th street was originally planned as a public street connection to SW Ankeny Blvd. through this area. This plan proposes that portion of the future street becomes a private commercial entrance. There will be a connection to SW School Street from this entrance but it will route through commercial parking area. Typically right-of-way would include parking areas and sidewalk. Along SW School Street, right-of-way includes a portion of the angled parking, but the remaining parking area and sidewalk are located on the lot and the sidewalk will be within an easement. As these areas function as right-of-way, the Community Development Director is allowing a maximum building setback of 25 feet from the property line along SW School Street only.

The City owned detention basins, lying east of the neighborhood commercial lots and west of South Ankeny Boulevard, will provide the final components of storm water management along South Ankeny Boulevard. Drainage and storm sewer will direct most of the storm water toward the existing ponds along SW Ankeny Blvd. which will serve as both water quality treatment and detention volume.

Utilities are shown for reference only. Final design shall be determined at the time of final platting. Public sanitary and water mains will be extended as needed to serve final building configurations. The Developer shall be responsible for constructing the recommendations as shown within the TIS approved by the City of Ankeny on June 12, 2023 and generally shown within this Neighborhood Plan.

This neighborhood will be constructed in multiple phases. Lot 1 will be developed in 2022.

The Prairie Trail Pattern Book currently adopted and used by the Architectural Review Board for Residential, Educational and Neighborhood Commercial neighborhoods within Prairie Trail will also be the template for architecture in this neighborhood.

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date July 18 2023
Ayes 4 Nays 0 Abstain 1 Absent 2
APPROVED
T. Rapp Chairperson
Secretary

LEGEND

Existing / Proposed		Existing / Proposed	
● ▲	Found monument 5/8" IR with red cap #18530 unless otherwise noted	1234 x 900.0'	Address / Spot elevation
○ △	Set monument 5/8" IR with red cap #18530 unless otherwise noted	S	Sanitary sewer manhole
IR	Round iron rebar	CO	Cleanout
IP	Round iron pipe	D	Storm sewer manhole
PCC	Portland cement concrete		Storm sewer intake
ACC	Asphaltic cement concrete		Storm sewer beehive
FL	Pipe flowline elevation		Flared end section
RCP	Reinforced concrete pipe	WV	Water valve
CMP	Corrugated metal pipe	WSO	Water service shut-off
CPP	Corrugated plastic pipe	W	Water main manhole
PVC	Polyvinyl chloride pipe	MW	Monitoring well
CIP	Cast iron pipe	YH	Yard hydrant
P.U.E.	Public utility easement	WELL	Well
S.W.F.E.	Surface water flowage easement	GM	Gas meter
S.T.S.E.	Storm sewer easement	GV	Gas valve
S.S.E.	Sanitary sewer easement	AC	Air conditioning unit
I.E.E.	Ingress & egress easement	E	Electric manhole
L.E.	Landscape buffer easement	EM	Electric meter
T.E.	Trail easement	EP	Electric pedestal
W.E.	Water main easement	TR	Electric transformer
B/B	Back of curb to back of curb	HH	Utility hand hole
	Subject boundary line		Utility pole
	Section line		Utility pole with light
	Proposed boundary line		Light pole
	Existing boundary line		Guy wire
	Future boundary line		Traffic signal
	Underlying boundary line		Traffic signal with light
	Proposed easement line	TR	Traffic manhole
	Existing easement line	C	Communication pedestal
	FEMA Zone AE - floodway	TB	Telephone booth
	FEMA Zone AE	TV	TV pedestal
	FEMA Zone X		Billboard sign
	Setback line		Street sign
	Barbed wire fence line	DS	Down spout
	Chain-link fence line		Tree shrub
WT	Straw Wattle		Deciduous tree and trunk diameter
SF	Silt fence		Coniferous tree and trunk diameter
SS	Sanitary sewer & size		Swale flowline
ST	Storm sewer and size		Edge of water
W	Water main and size		Edge of wetland
G	Gas main & size		Edge of tree dripline
OHE	Overhead electric & wires		Construction limits
OHC	Overhead communication		
UGE	Underground electric		
TV	Underground television		
UGC	Underground communication		
900'	Contour elevation		

OWNER / DEVELOPER

PRAIRIE TRAIL COMMERCIAL LLC
c/o Jared Johnson
9500 University Avenue, Suite 2112
West Des Moines, Iowa 50266
(515) 556-0124

ENGINEER / SURVEYOR

NILLES ASSOCIATES, INC.
1933 SW Magazine Road
Ankeny, Iowa 50023
(515) 965-0123

BENCHMARKS

1. Top of rim of existing sanitary manhole, located at the intersection of SW Des Moines Street and SW Elm Street. Elevation = 984.08' (NAVD88)
2. Top of rim of existing sanitary manhole, located at the intersection of SW 11th Street and SW Elm Street. Elevation = 981.99' (NAVD88)

NOTES

1. The site lies within Zones AE Floodway, AE and X, as shown on the Flood Insurance Rate Map Community Panel Number 19153C 0185 F, with an effective date of February 1, 2019.
2. All storm water management items identified in neighborhood plan reference to Prairie Trail Storm Water Guidelines prepared by Wenk Associates, Inc.
3. Proposed storm water runoff reduction practices and water quality improvements are shown for reference purposes only. Final design may alter the location and/or type of improvement to best fit the specific requirements of each site.
4. All grading activity on individual lots to be completed upon site plan design and development of the lots.

CERTIFICATIONS

LICENSED PROFESSIONAL LAND SURVEYOR — ADAM D. SCHOEPPNER 26306 — IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: Adam D. Schoeppner 6/28/23
Name: Adam D. Schoeppner, P.L.S. No. 26306 Date
My license renewal date is December 31, 2023 Date of survey: 02/28/22
Pages or sheets covered by this seal: Sheets 1-5

LICENSED PROFESSIONAL ENGINEER — JACOB T. NILLES 26369 — IOWA

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: Jacob Nilles 6/28/23
Name: Jacob T. Nilles, P.E. No. 26369 Date
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: Sheets 1-5

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture
NILLES ASSOCIATES

REVISIONS:
1.) 4-22-22 - CITY COMMENTS DATED 4-1-22
2.) 5-16-22 - CITY COMMENTS DATED 5-2-22
3.) 8-31-22 - CITY COMMENTS DATED 8-3-22
4.) 10-11-22 - REVISED BUILDING FOOTPRINTS
5.) 6-28-23 - FINAL SUBMITTAL
6.)
7.)

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PROJECT NAME: HERITAGE COMMERCIAL AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: NEIGHBORHOOD PLAN

NAI NO.:	22004
DATE:	6/28/23
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-1
SHEET NO.:	1 / 5

V:\NAI 2017\Projects 2017\22004\dwg\Neighborhood Plan\22004-NP.dwg

NORTH

60' 0 30'

SCALE

SOUTH ANKENY BOULEVARD

SE SHURFINE DRIVE

SOUTH ANKENY BOULEVARD

LOT W
PRAIRIE TRAIL PARK
PLAT 1

LOT X
PRAIRIE TRAIL PARK PLAT 1
EXCEPT R.O.W.

LOT Y
PRAIRIE TRAIL PARK PLAT 1
EXCEPT R.O.W.

EXISTING 75' GAS PIPELINE EASEMENT (BOOK 12376 PAGE 444)

LOT 2
HERITAGE AT PRAIRIE TRAIL PLAT 2

LOT 2

LOT 1

LOT 3

SW PRAIRIE TRAIL PARKWAY

SW 16TH ST.

SW SCHOOL STREET

SW SCHOOL STREET

SW 17TH STREET

SW 18TH STREET

LOT 23

LOT 24

LOT 22

LOT 25

LOT 21

LOT 26

LOT 20

LOT 27

LOT 19

LOT 28

LOT 18

LOT 29

HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

OUTLOT A
PRAIRIE TRAIL PARK
PLAT 1

EXISTING 75' GAS PIPELINE EASEMENT (BOOK 12376 PAGE 444)

LOT V
PRAIRIE TRAIL PARK PLAT 1

OUTLOT E
PRAIRIE TRAIL PARK
PLAT 1

LOT 16

LOT 15

LOT 14

LOT 13

LOT 12

LOT 11

HERITAGE PARK AT PRAIRIE TRAIL PLAT 2

LOT 1
ANKENY ELEMENTARY 11

ZONING

PRAIRIE TRAIL PUD

Neighborhood Commercial - Lots 1, 2 & 3

Front setback: 10 feet

Front facade zone: 15 feet

Note: 20-25' setbacks are allowed from the property lines adjacent to SW School Street.

Open Space - Lots W, X, & Y

V:\NAI 2017\Projects 2017\22004\dwg\Neighborhood Plan\22004-NP.dwg

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4.) 10-11-22 - REVISED BUILDING FOOTPRINTS
5.) 1-26-23 - FINAL SUBMITTAL
6.)
7.)

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PROJECT NAME:
HERITAGE COMMERCIAL AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION:
NEIGHBORHOOD PLAN

NAI NO.:	22004
DATE:	6/28/23
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-2
SHEET NO.:	2 / 5

NORTH

60' 0 30'

SCALE

SOUTH ANKENY BOULEVARD

SE SHURFINE DRIVE

SOUTH ANKENY BOULEVARD

EXISTING HYDRANT

S00°08'51"W 128.24'

EAST LINE OF PRAIRIE TRAIL PARK PLAT 1

LOT W PRAIRIE TRAIL PARK PLAT 1

EAST LINE OF OUTLOT B PRAIRIE TRAIL PARK PLAT 1

S00°08'43"W 603.51'

41.36' N43°43'41"E

C6

44.02' N47°03'07"W

C7

SOUTH LINE OF OUTLOT C PRAIRIE TRAIL PARK PLAT 1

EAST LINE OF OUTLOT G PRAIRIE TRAIL PARK PLAT 1

S00°08'43"W 282.56'

LOT X PRAIRIE TRAIL PARK PLAT 1 EXCEPT R.O.W.

NORTH R.O.W. LINE OF SW PRAIRIE TRAIL PARKWAY R.O.W. ACQUISITION (BOOK 17288 PAGE 512)

S04°17'52"W 286.29'

R.O.W. ACQUISITION PARCEL 2 (BOOK 17288 PAGE 512)

LOT Y PRAIRIE TRAIL PARK PLAT 1 EXCEPT R.O.W.

S04°17'52"W 253.08'

C5

200' HYDRANT RADIUS

EXISTING 75' GAS PIPELINE EASEMENT (BOOK 12376 PAGE 444)

C4

NORTH LINE OF PRAIRIE TRAIL PARK PLAT 1

LOT 2 HERITAGE AT PRAIRIE TRAIL PLAT 2

OUTLOT B

LOT 2

NORTH LINE OF OUTLOT C PRAIRIE TRAIL PARK PLAT 1

OUTLOT C

LOT 1

OUTLOT G EXCEPT R.O.W.

56.75' S88°10'29"W

S84°34'57"E 31.77'

N89°42'25"E 23.29'

EXISTING HYDRANT

EAST LINE OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

SOUTH R.O.W. LINE OF SW PRAIRIE TRAIL PARKWAY R.O.W. ACQUISITION (BOOK 17288 PAGE 512)

LOT 3

S71°44'48"W 329.78'

SOUTH LINE OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

EXISTING HYDRANT

LOT 1 HERITAGE AT PRAIRIE TRAIL PLAT 2

C3

200' HYDRANT RADIUS

PROPOSED HYDRANT

NORTH LINE OF SW PRAIRIE TRAIL PARKWAY AND SOUTH LINE OF OUTLOT G PRAIRIE TRAIL PARK PLAT 1

C16

C17

C8

C9

OUTLOT H EXCEPT R.O.W.

SW PRAIRIE TRAIL PARKWAY

S55°18'16"E 48.59'

NORTH LINE OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

EXISTING HYDRANT

PORTION OF LOT B PRAIRIE TRAIL PARK PLAT 1 - VACATED R.O.W. (BOOK 19342 PAGE 469)

EXISTING HYDRANT

SW 16TH ST.

C2

C1

C13

C12

C11

C10

C15

C14

LOT D HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

LOT B PRAIRIE TRAIL PARK PLAT 1

EAST LINE OF LOT B PRAIRIE TRAIL PARK PLAT 1

EAST LINE OF LOT B PRAIRIE TRAIL PARK PLAT 1

SW SCHOOL STREET

N00°12'03"W 755.98'

SW SCHOOL STREET

EXISTING HYDRANT

SW 17TH STREET

SW 18TH STREET

POINT OF BEGINNING #1 NE CORNER OF LOT D HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

LOT 16

EXISTING HYDRANT

POINT OF BEGINNING #2 NW CORNER OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

59.28' N28°44'40"E

N00°08'51"E 249.31'

WEST LINE OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

N00°08'51"E 198.27'

WEST LINE OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

N89°51'09"W 115.00'

SW CORNER OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

LOT 23

LOT 24

LOT 22

LOT 25

LOT 21

LOT 26

LOT 20

LOT 27

HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

SOUTH LINE OF HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

200' HYDRANT RADIUS

EXISTING 75' GAS PIPELINE EASEMENT (BOOK 12376 PAGE 444)

OUTLOT A PRAIRIE TRAIL PARK PLAT 1

LOT V PRAIRIE TRAIL PARK PLAT 1

OUTLOT E PRAIRIE TRAIL PARK PLAT 1

LOT 15

LOT 14

LOT 13

LOT 12

LOT 11

LOT 10

HERITAGE PARK AT PRAIRIE TRAIL PLAT 2

LOT 1 ANKENY ELEMENTARY 11

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	34.74'	25.00'	79°36'54"	32.01'	N40°57'45"E
C2	40.14'	657.50'	3°29'52"	40.13'	N79°01'16"E
C3	95.90'	972.50'	5°39'00"	95.86'	N80°05'49"E
C4	173.50'	572.50'	17°21'51"	172.84'	S88°23'46"E
C5	10.31'	631.00'	0°56'09"	10.31'	S80°10'55"E
C6	82.94'	330.50'	14°22'42"	82.72'	N80°07'23"E
C7	80.07'	262.50'	17°28'35"	79.76'	S77°00'38"W
C8	140.54'	432.50'	18°37'04"	139.92'	N81°03'47"W
C9	126.70'	470.50'	15°25'44"	126.32'	N83°16'37"W

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C10	37.11'	25.00'	85°03'23"	33.80'	N13°02'03"W
C11	243.71'	278.50'	50°08'15"	236.00'	N4°25'30"E
C12	79.03'	221.50'	20°26'34"	78.61'	N10°25'20"W
C13	23.70'	1001.50'	1°21'21"	23.70'	N0°28'38"E
C14	54.58'	703.50'	4°26'42"	54.56'	S59°01'59"E
C15	56.68'	500.00'	6°29'41"	56.65'	S60°03'29"E
C16	104.02'	540.50'	11°01'35"	103.86'	S68°49'07"E
C17	129.36'	502.50'	14°44'58"	129.00'	S78°32'56"E

ZONING

PRAIRIE TRAIL PUD

Neighborhood Commercial - Lots 1, 2 & 3

Front setback: 10 feet

Front facade zone: 15 feet

Note: 20-25' setbacks are allowed from the property lines adjacent to SW School Street.

Open Space - Lots W, X, & Y

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4.) 10-11-22 - REVISED BUILDING FOOTPRINTS
5.) 6-26-23 - FINAL SUBMITTAL
6.)
7.)

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PROJECT NAME: HERITAGE COMMERCIAL AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: BOUNDARY & HYDRANT COVERAGE RADIUS MAP

NAI NO.:	22004
DATE:	6/28/23
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-3
SHEET NO.:	3 / 5

V:\NAI 2017\Projects 2017\22004\dwg\Neighborhood Plan\22004-NP.dwg

NORTH

40 0 20

SCALE

NORTH 15.8 FEET OF WEST 663.5 FEET OF LOT 2 & PART OF LOT 3 HARKINS VIEW

OWNER: KUNZMANN REVOCABLE TRUST

SOUTH 250 FEET OF NORTH 265.8 FEET OF WEST 721.4 FEET OF LOT 2 HARKINS VIEW

OWNER: AMERCO REAL ESTATE COMPANY

SOUTH 100 FEET OF NORTH 365.8 FEET OF WEST 721.4 FEET OF LOT 2 HARKINS VIEW

OWNER: ELWELL INC

SOUTH 100 FEET OF NORTH 465.8 FEET OF WEST 721.4 FEET OF LOT 2 HARKINS VIEW

OWNER: ELWELL INC

PARCEL A OF LOT 2 HARKINS VIEW

OWNER: A&G PROPERTIES

SOUTH 100 FEET OF NORTH 765.8 FEET OF WEST 721.4 FEET OF LOT 2 HARKINS VIEW

OWNER: FOR THE KIDS VII LLC

SOUTH 150 FEET OF NORTH 915.8 FEET OF WEST 350 FEET OF LOT 2 HARKINS VIEW

OWNER: DOUGLAS D TOMLINSON

SOUTH ANKENY BOULEVARD

EAST LINE OF THE NORTH HALF OF SECTION 26-TOWNSHIP 80 NORTH-RANGE 24 WEST

DURING CONSTRUCTION DRAWING REVIEW, A 24" WATER MAIN CASING MAY BE REQUIRED UNDER THE PROPOSED DRIVEWAY ACCESS

EAST LINE OF PRAIRIE TRAIL PARK PLAT 1

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

S00°08'51"W 128.24'

LOT M
HERITAGE AT PRAIRIE TRAIL PLAT 2

OWNER: CITY OF ANKENY

LOT W
PRAIRIE TRAIL PARK PLAT 1

OWNER: CITY OF ANKENY

LOT W
64,058 Sq. Ft.
1.47 Acres

EXISTING STORM SEWER EASEMENT (BOOK 16516-95) & DRAINAGE EASEMENT (BOOK 16516 PAGE 91) OVER ALL OF LOT W

WEST LINE OF LOT W PRAIRIE TRAIL PARK PLAT 1

EXISTING 30' S.S.E. (BOOK 16516 PAGE 95)

S00°08'43"W 603.51'

EXISTING 30' SANITARY SEWER EASEMENT (BOOK 13849 / 10)

EXISTING 10' P.U.E. (BOOK 15319 PAGE 729)

15' FACADE

LOT 2
HERITAGE AT PRAIRIE TRAIL PLAT 2

OWNER: PRAIRIE TRAIL COMMERCIAL LLC

EXISTING 10' P.U.E. (BOOK 13849 / 10)

NORTH LINE OF PRAIRIE TRAIL PARK PLAT 1

ABANDON AND REMOVE EXISTING SERVICES

LOT 2
251,067 Sq. Ft.
5.76 Acres

30' S.S.E.

SS-2 8"

12' SIDEWALK & PARKING EASEMENT

LOT L
HERITAGE AT PRAIRIE TRAIL PLAT 2

SW 16TH STREET

EXISTING M.E.C. (BOOK 15386 PAGE 863)

25' FACADE

20' SETBACK

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

S00°12'03"E 755.98'

WEST LINE OF OUTLOT B PRAIRIE TRAIL PARK PLAT 1

SW SCHOOL STREET

LOT D
HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

LOT B - VACATED ROW (BOOK 19342 PAGE 469)

LOT B
PRAIRIE TRAIL PARK PLAT 1

OUTLOT B
PRAIRIE TRAIL PARK PLAT 1

OUTLOT C

LOT X
PRAIRIE TRAIL PARK PLAT 1 EXCEPT R.O.W.

EXISTING STORM SEWER EASEMENT (BOOK 16516-95) & DRAINAGE EASEMENT (BOOK 16516 PAGE 91) OVER ALL OF LOT X

WEST LINE OF LOT X PRAIRIE TRAIL PARK PLAT 1

S00°08'43"W 282.56'

MODIFY EXISTING INTAKE

FEATURE ELEMENT WILL REQUIRE ARB APPROVAL (IF NEEDED)

EXISTING 75' GAS PIPELINE EASEMENT (BOOK 12376 PAGE 444)

PUBLIC SANITARY SEWER & WATER & STORM SEWER & WATER MAIN EASEMENT

EXISTING 10' P.U.E. (BOOK 16516 PAGE 88)

LOT 1
159,428 Sq. Ft.
3.66 Acres

OUTLOT C

OUTLOT E
PRAIRIE TRAIL PARK PLAT 1

OWNER: DRA PROPERTIES LC

LOT 23
HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

OWNER: MARK & BRITTANY GROENHEIDE

LOT 24
HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

OWNER: HERITAGE PARK ESTATES LLC

LOT 22
HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

LOT 25
HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

EXISTING 10' P.U.E. (BOOK 16132 PAGE 158)

SOUTH LINE OF HERITAGE PARK AT PRAIRIE TRAIL PLAT 1

OUTLOT A
PRAIRIE TRAIL PARK PLAT 1

OWNER: DRA PROPERTIES LC

LOT V
PRAIRIE TRAIL PARK PLAT 1

OWNER: CITY OF ANKENY

OPEN SPACE

OUTLOT D
PRAIRIE TRAIL PARK PLAT 1

OWNER: DRA PROPERTIES LC

ZONING

PRAIRIE TRAIL PUD

NEIGHBORHOOD COMMERCIAL - LOTS 1, 2 & 3
FRONT SETBACK: 10 FEET
FRONT FACADE ZONE: 15 FEET
NOTE: 20-25' SETBACKS ARE ALLOWED FROM THE PROPERTY LINES ADJACENT TO SW SCHOOL STREET.

OPEN SPACE - LOTS W, X, & Y

TREE PLANTING SCHEDULE

KEY	COMMON / SCIENTIFIC NAME	MIN. SIZE	QTY.	ROOT COND.
RM	Red Sunset Maple Acer rubrum 'Franksred'	2" Caliper	4	B&B or Container
SH	Skyline Honey Locust Gleditsia triacanthos f. inermis 'Skycole'	2" Caliper	3	B&B or Container
CO	Chinkapin Oak Quercus muehlenbergii	2" Caliper	5	B&B or Container
LM	Accolade Elm Ulmus 'Morton' Accolade	2" Caliper	4	B&B or Container

NOTES

1. ALL BUILDINGS SHALL BE REVIEWED BY THE ARCHITECTURAL REVIEW BOARD DURING THE SITE PLAN PROCESS.
2. STORM WATER MANAGEMENT WITHIN EXISTING PONDS INCLUDING EASEMENTS, MAINTENANCE AGREEMENTS, AND OWNERSHIP OF EXISTING STORM PIPES AND OUTLET STRUCTURES WILL BE DETAILS THAT ARE FINALIZED DURING THE FINAL PLAT AND SITE PLAN PROCESS FOR EACH LOT.
3. PROPOSED UTILITIES ARE SHOWN FOR REFERENCE PURPOSES ONLY. FINAL DESIGN MAY ALTER THE LOCATION AND/OR TYPE OF IMPROVEMENT TO BEST FIT THE SPECIFIC REQUIREMENTS OF EACH SITE.
4. ALL GRADING ACTIVITY ON INDIVIDUAL LOTS TO BE COMPLETED UPON SITE PLAN DESIGN AND DEVELOPMENT OF THE LOTS.
5. 20-25' SETBACKS ARE ALLOWED FROM THE PROPERTY LINE ADJACENT TO SW SCHOOL STREET.

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4.) 10-11-22 - REVISED BUILDING FOOTPRINTS
5.) 6-28-23 - FINAL SUBMITTAL
6.)
7.)

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HERITAGE COMMERCIAL AT PRAIRIE TRAIL
ANKENY, IOWA

NORTH NEIGHBORHOOD PLAN

PROJECT NAME:

DESCRIPTION:

NAI NO.:	22004
DATE:	6/28/23
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-4
SHEET NO.:	4 / 5

V:\NAI 2017\Projects 2017\22004\dwg\Neighborhood Plan\22004-PP.dwg

NORTH

SCALE 40 0 20

SOUTH 100 FEET OF NORTH 765.8 FEET OF WEST 721.4 FEET OF LOT 2 HARKINS VIEW

OWNER: FOR THE KIDS VII LLC

SOUTH 150 FEET OF NORTH 915.8 FEET OF WEST 350 FEET OF LOT 2 HARKINS VIEW

OWNER: DOUGLAS D TOMLINSON

PART OF LOT 2 HARKINS VIEW

OWNER: WW FUTURES II LLC

PART OF LOT 1 BRESSON ADDITION

OWNER: TKG-STORAGEMART PARTNERS PORTFOLIO LLC

SE SHURFINE DRIVE

SOUTH ANKENY BOULEVARD

EAST LINE OF THE NORTH HALF OF SECTION 28-TOWNSHIP 80 NORTH-RANGE 24 WEST

EAST LINE OF PRAIRIE TRAIL PARK PLAT 1

S00°08'51"W 128.24'

41.36'
N43°43'47"E

44.02'
N47°03'07"W

70' R.O.W.

100' R.O.W.

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

EXISTING STORM SEWER EASEMENT (BOOK 16516-95) & DRAINAGE EASEMENT (BOOK 16516 PAGE 91) OVER ALL OF LOT X

LOT X
64,630 Sq. Ft.
1.48 Acres

LOT X PRAIRIE TRAIL PARK PLAT 1 EXCEPT R.O.W.

WEST LINE OF LOT X PRAIRIE TRAIL PARK PLAT 1

EXISTING 30' S.S.E. (BOOK 16516 PAGE 95)

S47°06'43"W 282.56'

S04°17'52"W 286.29'

MODIFY EXISTING INTAKE

OUTLOT C

75' GAS EASEMENT PAGE 444)

PUBLIC SANITARY SEWER & STORM SEWER & WATER MAIN EASEMENT

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

LOT 1
159,428 Sq. Ft.
3.66 Acres

OUTLOT G PRAIRIE TRAIL PARK PLAT 1 EXCEPT R.O.W.

30' S.S.E.

10' SETBACK

15' FACADE

SW PRAIRIE TRAIL PARKWAY

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

S89°49'29"W 71.73'

N89°42'25"E 23.23'

S84°34'57"E 31.77'

S04°17'52"W 253.08'

EXISTING 30' S.S.E. (BOOK 16516 PAGE 95)

EXISTING STORM SEWER EASEMENT (BOOK 16516-95) & DRAINAGE EASEMENT (BOOK 16516 PAGE 91) OVER ALL OF LOT Y

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

EXISTING PERMANENT BIKEWAY EASEMENT (BOOK 5431 PAGE 139)

STATE OF IOWA PERMANENT HIGHWAY RIGHT-OF-WAY (BOOK 5431 PAGE 139)

STATE OF IOWA PERMANENT ROADWAY EASEMENT (BOOK 17288 PAGE 516)

EAST LINE OF PRAIRIE TRAIL PARK PLAT 1

OUTLOT I PRAIRIE TRAIL PARK PLAT 1

LOT Y PRAIRIE TRAIL PARK PLAT 1 EXCEPT R.O.W.

OWNER: CITY OF ANKENY

EXISTING 10' SANITARY SEWER EASEMENT (FILED NOVEMBER 5, 1971)

EXISTING STORM SEWER EASEMENT (BOOK 16516-95) & DRAINAGE EASEMENT (BOOK 16516 PAGE 91) OVER ALL OF LOT Y

LOT 3
139,392 Sq. Ft.
3.20 Acres

S17°44'40"W 320.70'

OUTLOT H PRAIRIE TRAIL PARK PLAT 1 EXCEPT R.O.W.

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

N00°08'51"E 198.27'

S0°08'51"W 97.76'

WEST LINE OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

N89°51'09"W 115.00'

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

N00°08'51"E 249.31'

WEST LINE OF OUTLOT H PRAIRIE TRAIL PARK PLAT 1

LOT 1
ANKENY ELEMENTARY 11

OWNER: ANKENY COMMUNITY SCHOOL DISTRICT

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

EXISTING 30' S.S.E. (BOOK 16516 PAGE 95)

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

12' SIDEWALK & PARKING EASEMENT

25' FACADE

20' SETBACK

EXISTING 10' P.U.E. (BOOK 16516 PAGE 86)

LOT B - VACATED ROW (BOOK 19342 PAGE 469)

LOT B PRAIRIE TRAIL PARK PLAT 1

LOT B PRAIRIE TRAIL PARK PLAT 1

EXISTING 10' P.U.E. (BOOK 17117 PAGE 624)

EXISTING D.E. & S.T.S.E (BOOK 17117 PAGE 621)

OUTLOT E PRAIRIE TRAIL PARK PLAT 1

OWNER: DRA PROPERTIES LC

LOT 16 HERITAGE PARK AT PRAIRIE TRAIL PLAT 2

OWNER: MICHAEL D GIESE AMBER L GIESE

LOT 15 HERITAGE PARK AT PRAIRIE TRAIL PLAT 2

OWNER: BRIAN WEATHERWAX HOLLIE WEATHERWAX

59.28'
N29°44'40"E

NOTES

1. ALL BUILDINGS SHALL BE REVIEWED BY THE ARCHITECTURAL REVIEW BOARD DURING THE SITE PLAN PROCESS.
2. STORM WATER MANAGEMENT WITHIN EXISTING PONDS INCLUDING EASEMENTS, MAINTENANCE AGREEMENTS, AND OWNERSHIP OF EXISTING STORM PIPES AND OUTLET STRUCTURES WILL BE DETAILS THAT ARE FINALIZED DURING THE FINAL PLAT AND SITE PLAN PROCESS FOR EACH LOT.
3. PROPOSED UTILITIES ARE SHOWN FOR REFERENCE PURPOSES ONLY. FINAL DESIGN MAY ALTER THE LOCATION AND/OR TYPE OF IMPROVEMENT TO BEST FIT THE SPECIFIC REQUIREMENTS OF EACH SITE.
4. ALL GRADING ACTIVITY ON INDIVIDUAL LOTS TO BE COMPLETED UPON SITE PLAN DESIGN AND DEVELOPMENT OF THE LOTS.
5. 20-25' SETBACKS ARE ALLOWED FROM THE PROPERTY LINE ADJACENT TO SW SCHOOL STREET.

ZONING

PRAIRIE TRAIL PUD

NEIGHBORHOOD COMMERCIAL - LOTS 1, 2 & 3
FRONT SETBACK: 10 FEET
FRONT FACADE ZONE: 15 FEET
NOTE: 20-25' SETBACKS ARE ALLOWED FROM THE PROPERTY LINES ADJACENT TO SW SCHOOL STREET.

OPEN SPACE - LOTS W, X, & Y

1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023-2555
(515) 965-6123 phone - (515) 965-3322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILES ASSOCIATES

REVISIONS:
1) 4-22-22 - CITY COMMENTS DATED 4-1-22
2) 6-30-22 - CITY COMMENTS DATED 6-3-22
3) 8-31-22 - CITY COMMENTS DATED 8-3-22
4) 10-11-22 - REVISED BUILDING FOOTPRINTS
5) 6-28-23 - FINAL SUBMITTAL
6)
7)

NOTICE: MILES ASSOCIATES, INC. WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR CONSTRUCTION PERFORMED BY CONTRACTORS WHO FOLLOW THESE PLANS, SPECIFICATIONS, AND DESIGNS WITHOUT ON-SITE OBSERVATION AND FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, OR DISCREPANCIES WHICH MAY EXIST OR CONFLICTS WHICH ARE ALLEGED.

PROJECT NAME: HERITAGE COMMERCIAL AT PRAIRIE TRAIL
ANKENY, IOWA

DESCRIPTION: SOUTH NEIGHBORHOOD PLAN

NAI NO.:	22004
DATE:	6/28/23
DRAWN BY:	TJH
CHECKED BY:	RJS
SHEET SIZE:	24" X 36"
SHEET TITLE:	NP-5
SHEET NO.:	5 / 5

V:\NAI 2017\Projects 2017\22004\dwg\Neighborhood Plan\22004-PP.dwg

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.

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).

city of Ankeny
bringing it all together

Plan and Zoning Commission
Staff Report

Meeting Date: July 18, 2023

Agenda Item: Heritage Commercial at Prairie Trail Neighborhood Plan
Report Date: July 11, 2023
Prepared by: Deb Gervais, AICP
Senior Planner

ESC

Staff Recommendation:
That the Plan and Zoning Commission recommend City Council approval of the Heritage Commercial at Prairie Trail Neighborhood Plan.

Project Summary:
The Heritage Commercial at Prairie Trail Neighborhood Plan consists of approximately 15.58-acres located west of South Ankeny Boulevard, north of DMACC and south of SW 16th Street. The plan area is owned by Prairie Trail Commercial, LLC. All of the plan area is located within the Neighborhood Commercial Precinct of the Prairie Trail Planned Unit Development Zoning District.

Project Report:
Lots 1-3 are shown with uses allowable in the Neighborhood Commercial Precinct. Generally, buildings will front onto SW 16th Street, SW School Street, and SW Prairie Trail Parkway with outparcels interior to the development.

The utilities shown on the neighborhood plan are shown for reference only, the final design shall be determined at the time of final platting. Public sanitary and water mains will be extended as needed to serve final building configurations.

Storm water in this neighborhood will be captured and treated in the existing City owned detention ponds east of the site along South Ankeny Boulevard.

South Ankeny Boulevard, SW 16th Street, SW School Street, and SW Prairie Trail Parkway are all existing streets. The commercial area contained in Lot 1 and 2 will have one access as shown onto each adjacent street including South Ankeny Boulevard. Lot 3 will gain access from SW Prairie Trail Parkway. Future street improvements associated with this neighborhood plan area include:

1. Addition of turn-lanes on South Ankeny Boulevard
    a. Northbound Left at SW 16th Street & South Ankeny Boulevard
    b. Southbound Right at SW 16th Street & South Ankeny Boulevard
    c. Northbound Left at Proposed Main Entrance & South Ankeny Boulevard
    d. Southbound Right at Proposed Main Entrance & South Ankeny Boulevard

2. Re-striping SW Prairie Trail Pkwy to provide left turn lanes at new driveway accesses.
3. Additional eastbound lane to SW 16th Street & S Ankeny Blvd.
4. Traffic signal implemented at the Proposed Main Entrance & S Ankeny Blvd.
5. Switching the existing two-way stop control at intersection of SW 16th Street & SW School Street to an all-way stop control.

Previous planning efforts show the extension of SW 18th Street easterly to an intersection with South Ankeny Boulevard. Stop signs would have been placed on SW School Street to allow this through movement. However, this plan shows a private commercial entrance at the intersection of SW School Street and SW 18th Street. The developer will be required to reconstruct the intersection so that SW School Street is a through street with no stops.

The plan shown for SW School Street includes areas of angled parking. Typically, right-of-way would include all of the angled parking as well as sidewalks and the sidewalk. In this case, the right-of-way for SW School Street and SW 16th Street has already been platted, but did not include widths great enough to include all of the angled parking and sidewalks. To maintain consistency with the intent of building setbacks in this area, a 12-foot sidewalk and parking easement will be established on the private property and greater setbacks will be allowed in this Neighborhood Commercial Precinct.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

July 10, 2023

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

RE: Heritage Commercial Neighborhood Plan – request for approval letter

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

On behalf of the current property owner Accurate Development, we are pleased to submit the neighborhood plan for Heritage Commercial in Prairie Trail. The area consists of several parcels totaling 15.54 acres and is located west of SW Ankeny Blvd and south of SW 16th Street in Prairie Trail. Accurate Development is planning to develop the mixed-use commercial center in phases starting in the fall of 2023. Accurate is currently constructing a similar mixed use commercial site north of SW 16th street that was approved in 2021.

The majority of proposed buildings are planned to address SW School Street with entrances and additional diagonal street parking similar to the current site and the existing Kum & Go property. There are also outparcels for smaller buildings planned that may include restaurant and other commercial uses that overlook the existing ponds along SW Ankeny Blvd. One of the primary differences with this proposed concept, is the plan to eliminate the SW 18th street public street extension through the center of the commercial area and replace it with a private entry drive off SW Ankeny Blvd.

We respectfully request the City's review and approval of this Neighborhood Plan to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further. Thank you very much for your time and consideration.

Sincerely,

Jake Nilles, PE, CPESC
NILLES ASSOCIATES, INC.

N

1 inch = 300 feet

Date: 7/10/2023

Heritage Commercial at Prairie Trail
Neighborhood Plan

Ankeny
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ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** waiving approval of The Reserve at Rock Creek 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
Final Plat
Aerial Map

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3556

RESOLUTION

RESOLUTION WAIVING APPROVAL OF THE RESERVE AT ROCK CREEK FINAL PLAT

WHEREAS, Civil Design Advantage has submitted The Reserve at Rock Creek Final Plat for approval, which lies within Polk County and the two-mile territorial jurisdiction of the City of Ankeny, Iowa; and

WHEREAS, City staff has reviewed said Final Plat, and find that it is located outside the City of Ankeny Planning Boundary; therefore, City staff recommends that City Council waive approval of said Final Plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby accepts the recommendation by City staff, and deems it appropriate to waive approval of the The Reserve at Rock Creek Final Plat.

PASSED AND APPROVED this 7th day of August, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

MAJOR FINAL PLAT
OF
THE RESERVE AT ROCK CREEK
W1/2 SW1/4 OF SEC. 28-80-24
2906 NW 82ND AVENUE, ANKENY, IA 50023

RECORDER'S STAMP

DRAWING INDEX	
SHEET NUMBER	SHEET TITLE
1	COVER
2	FINAL PLAT - OVERALL
3	FINAL PLAT - NORTH
4	FINAL PLAT - SOUTH
5	EASEMENT - NORTH
6	EASEMENT - SOUTH
7	EASEMENT - SOUTHEAST

INDEX LEGEND						
COUNTY: POLK						
		SECTION	TOWNSHIP	RANGE	¼ ¼	¼
ALIQUOT PART:	PARCEL D & E	28	80	24	NW¼	SW¼
	PARCEL 'A'	28	80	24	NW¼	SW¼
SUBDIVISION (LOT):	TIMBERLAND HEIGHTS (LOT 5 & LOT 6) THE PINES AT ROCK CREEK PLAT 1 (LOT 30)					
PROPRIETOR (S):	TOM & STACEY DAVIES THE RESERVE AT ROCK CREEK LLC					
REQUESTED BY:	CER (TOM DAVIES)					
PROFESSIONAL LAND SURVEYOR	JEFFREY A. GADDIS, PLS 18381					
COMPANY: RETURN TO:	CIVIL ENGINEERING CONSULTANTS, INC ATTN: JEFFREY A. GADDIS, PLS 2400 86TH STREET, URBANDALE, IA 50322 PHONE: 515-276-4884					

LEGAL DESCRIPTION

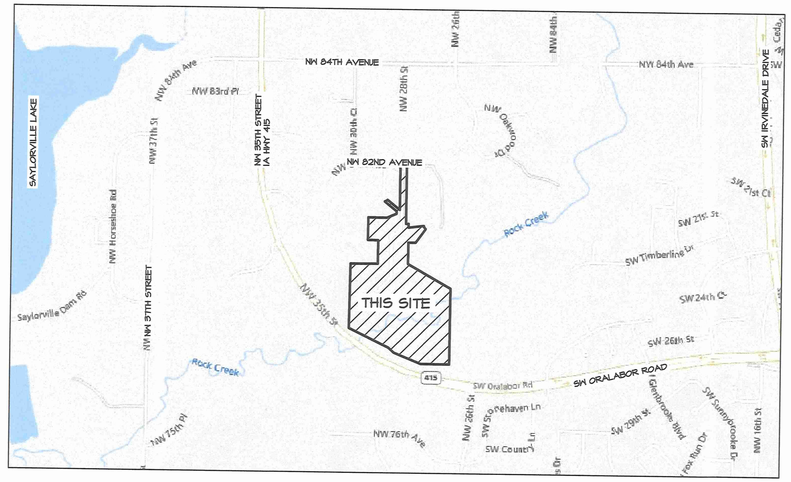
PARCEL 'D' & 'E' OF SW1/4 OF SECTION 28 AND TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M., BEING OFFICIAL PARCELS RECORDED IN BOOK 8541, PAGE 541 AT THE POLK COUNTY RECORDER'S OFFICE, AND LOT 30, THE PINES AT ROCK CREEK PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 17359, PAGE 661 AT THE POLK COUNTY RECORDER'S OFFICE, AND LOT 6 & PART OF LOT 5, TIMBERLAND HEIGHTS PLAT II, AN OFFICIAL PLAT RECORDED IN BOOK 7087, PAGE 816 AT THE POLK COUNTY RECORDER'S OFFICE, AND PART OF THE W1/2 SW1/4 OF SAID SECTION 28 ALL BEING IN POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 4 OF SAID TIMBERLAND HEIGHTS PLAT II, AN OFFICIAL PLAT RECORDED IN BOOK 7087, PAGE 816 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE N00°18'21"E, 310.67 FEET ALONG THE EAST LINE OF SAID TIMBERLAND HEIGHTS PLAT II SAID EAST LINE COINCIDING WITH THE WEST LINE OF SAID PARCEL 'D', TO A POINT ON THE SOUTH LINE OF LOT 6 OF SAID TIMBERLAND HEIGHTS PLAT II; THENCE N89°17'06"W, 137.98 FEET ALONG SAID SOUTH LINE TO THE SW CORNER OF SAID LOT 6; THENCE N00°41'29"E, 300.02 FEET ALONG THE WEST LINE OF SAID LOT 6 TO THE SW CORNER OF LOT 5 OF SAID TIMBERLAND HEIGHTS PLAT II; THENCE S89°17'06"E, 244.73 FEET ALONG THE SOUTH LINE OF SAID LOT 5 TO THE SW CORNER OF PARCEL 'A' OF LOT 5, A PARCEL DEFINED IN THE REAL ESTATE CONTRACT RECORDED IN BOOK 7195, PAGE 445 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE N67°02'25"E, 134.03 FEET ALONG THE NORTH LINE OF SAID PARCEL 'A' TO THE NE CORNER OF SAID PARCEL 'A', SAID NE CORNER ALSO BEING ON THE EAST LINE OF SAID LOT 5 AND THE WEST LINE OF SAID LOT 6; THENCE N00°15'45"E, 32.66 FEET ALONG SAID EAST LINE OF LOT 5 TO A POINT; THENCE N51°05'09"W, 204.75 FEET ALONG SAID EAST LINE TO THE NE CORNER OF SAID LOT 5, SAID NE CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF NW 28TH COURT AS IT IS PRESENTLY ESTABLISHED; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 51.00 FEET AND A CHORD BEARING N60°36'50"E, AN ARC LENGTH OF 44.29 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE SW CORNER OF LOT 7 OF SAID TIMBERLAND HEIGHTS PLAT II; THENCE S51°05'09"E, 208.18 FEET ALONG THE SOUTH LINE OF SAID LOT 7, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID LOT 6, TO THE SE CORNER OF SAID LOT 7, SAID SE CORNER ALSO BEING THE NE CORNER OF SAID LOT 6; THENCE N00°17'08"E, 543.36 FEET ALONG THE EAST LINE OF SAID TIMBERLAND HEIGHTS PLAT II TO THE NE CORNER OF SAID TIMBERLAND HEIGHTS PLAT II, SAID NE CORNER ALSO BEING ON THE SOUTH LINE OF STREET LOT 'A' OF SAID THE PINES AT ROCK CREEK PLAT 1, AND THE NORTH RIGHT-OF-WAY LINE OF NW 82ND AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE N89°28'55"E, 84.36 FEET ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE TO THE NW CORNER OF STREET LOT 'C' OF SAID THE PINES AT ROCK CREEK PLAT 1; THENCE S00°14'30"W, 776.64 FEET ALONG THE WEST LINE OF SAID THE PINES AT ROCK CREEK PLAT 1 TO A POINT; THENCE S89°36'51"E, 34.42 FEET ALONG SAID WEST LINE TO A POINT; THENCE S00°13'36"W, 44.13 FEET ALONG SAID WEST LINE TO SW CORNER OF LOT 30 OF SAID THE PINES AT ROCK CREEK PLAT 1; THENCE N83°04'15"E, 208.44 FEET ALONG THE NORTH LINE OF SAID LOT 30 TO THE NE CORNER OF SAID LOT 30; THENCE SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET AND A CHORD BEARING S30°45'55"E, AN ARC LENGTH OF 50.42 FEET ALONG THE EAST LINE OF SAID LOT 30, SAID EAST LINE ALSO BEING THE WEST RIGHT-OF-WAY LINE OF NW 27TH COURT AS IT IS PRESENTLY ESTABLISHED, TO THE EAST CORNER OF SAID LOT 30; THENCE S36°04'40"W, 224.88 FEET ALONG THE SOUTHEASTERN LINE OF SAID LOT 30 TO A POINT; THENCE N89°41'21"W, 93.31 FEET ALONG THE SOUTH LINE OF SAID LOT 30 TO THE SW CORNER OF SAID LOT 30; THENCE S00°13'36"W, 282.65 FEET ALONG THE WEST LINE OF SAID THE PINES AT ROCK CREEK PLAT 1 TO THE SW CORNER OF LOT 29 OF SAID THE PINES AT ROCK CREEK PLAT 1, SAID SW CORNER ALSO BEING THE WEST CORNER OF PARCEL 2020-126 OF THE SAID SW1/4 SW1/4, AN OFFICIAL PARCEL RECORDED IN BOOK 18265, PAGE 154 AT THE POLK COUNTY RECORDER'S OFFICE AND LYING ON THE NORTH LINE OF THE SW1/4 SW1/4 OF SAID SECTION 28; THENCE S60°42'52"E, 648.46 FEET ALONG THE NORTH LINE OF SAID PARCEL 2020-126 TO THE SE CORNER OF SAID PARCEL 2020-126, SAID SE CORNER ALSO BEING ON THE WEST LINE OF THE WOODS AT ROCK CREEK PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 17273, PAGE 319, AT THE POLK COUNTY RECORDER'S OFFICE AND THE EAST LINE OF SAID SW1/4 SW1/4; THENCE S00°18'33"W, 999.57 FEET ALONG SAID EAST LINE OF THE SW1/4 SW1/4 AND SAID WEST LINE OF THE WOODS AT ROCK CREEK PLAT 1, TO THE SE CORNER OF SAID SW1/4 SW1/4; THENCE N89°35'14"W, 378.25 FEET ALONG THE SOUTH LINE OF SAID SW1/4 SW1/4 AND SAID WEST LINE OF THE WOODS AT ROCK CREEK PLAT 1 TO THE SW CORNER OF THE WOODS AT ROCK CREEK PLAT 1, SAID SW CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF NW 78TH AVENUE AS IT IS PRESENTLY ESTABLISHED AND RECORDED IN THE CONDEMNATION DOCUMENT RECORDED IN BOOK 6849, PAGE 866 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE N67°54'40"W, 383.40 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT; THENCE N47°25'00"E, 97.26 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO A POINT; THENCE N64°04'25"E, 583.08 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE SE CORNER OF WOODLAND CREEK, AN OFFICIAL PLAT RECORDED IN BOOK 7545, PAGE 488 AT THE POLK COUNTY RECORDER'S OFFICE, SAID SE CORNER ALSO BEING ON THE WEST LINE OF SAID SW1/4 SW1/4; THENCE N00°44'14"E, 846.91 FEET ALONG THE WEST LINE OF SAID SW1/4 SW1/4, SAID WEST LINE ALSO COINCIDING WITH THE EAST LINE OF SAID WOODLAND CREEK, TO THE NW CORNER OF SAID SW1/4 SW1/4, SAID NW CORNER ALSO BEING THE SW CORNER OF SAID TIMBERLAND HEIGHTS PLAT II; THENCE S89°46'08"W, 360.24 FEET ALONG THE SOUTH LINE OF SAID TIMBERLAND HEIGHTS PLAT II TO THE POINT OF BEGINNING AND CONTAINING 42.05 ACRES INCLUDING 5569 SQUARE FEET OF PUBLIC RIGHT-OF-WAY EASEMENT MORE OR LESS.

LEGEND

▲	FOUND SECTION CORNERS
△	SET SECTION CORNERS (⅝" I.R. W/ BLUE CAP #18381 UNLESS OTHERWISE NOTED)
●	FOUND CORNERS (⅝" I.R. W/YELLOW CAP #8496 UNLESS OTHERWISE NOTED)
⊙	SET PROPERTY CORNER (⅝" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED)
	PLAT BOUNDARY
	EXISTING PROPERTY LINES
	PROPOSED LOTS
	EASEMENT LINES
	BUILDING SETBACK LINES (B.S.L.)
	CENTERLINE STREET
D.	DEEDED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
M.	MEASURED BEARING & DISTANCE
I.R.	IRON ROD
I.P.	IRON PIPE
BK. XXX, PG. XXX	COUNTY RECORDER'S INDEXING BOOK
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT

RECEIVED
JUL 12 2023
CITY OF ANKENY



BOUNDARY CLOSURE REPORT

NORTH: 621739.8847' EAST: 1547473.8487'
SEGMENT #1 : LINE
COURSE: N00°18'21"E LENGTH: 310.67'
NORTH: 622050.5502' EAST: 1547475.5070'

SEGMENT #2 : LINE
COURSE: N89°17'06"W LENGTH: 137.98'
NORTH: 622052.2732' EAST: 1547337.5378'

SEGMENT #3 : LINE
COURSE: N00°41'29"E LENGTH: 300.02'
NORTH: 622352.2702' EAST: 1547341.1580'

SEGMENT #4 : LINE
COURSE: S89°17'06"E LENGTH: 244.73'
NORTH: 622344.2163' EAST: 1547585.8640'

SEGMENT #5 : LINE
COURSE: N67°02'25"E LENGTH: 134.03'
NORTH: 622403.4447' EAST: 1547713.8844'

SEGMENT #6 : LINE
COURSE: N00°15'45"E LENGTH: 32.66'
NORTH: 622436.1093' EAST: 1547714.0345'

SEGMENT #7 : LINE
COURSE: N51°05'09"W LENGTH: 204.75'
NORTH: 622564.7241' EAST: 1547554.7211'

SEGMENT #8 : CURVE
LENGTH: 44.29' RADIUS: 57.00'
DELTA: 044°30'55" TANGENT: 23.33'
CHORD: 43.18' COURSE: N60°36'50"E
COURSE IN: N07°07'43"W COURSE OUT: S51°38'38"E
RP NORTH: 622621.2885' EAST: 1547541.6475'
END NORTH: 622585.8123' EAST: 1547542.3452'

SEGMENT #9 : LINE
COURSE: S51°05'09"E LENGTH: 208.18'
NORTH: 622455.1941' EAST: 1547754.3250'

SEGMENT #10 : LINE
COURSE: N00°17'08"E LENGTH: 543.36'
NORTH: 623048.4423' EAST: 1547757.2822'

SEGMENT #11 : LINE
COURSE: S89°28'55"E LENGTH: 84.36'
NORTH: 623041.2551' EAST: 1547841.6388'

SEGMENT #12 : LINE
COURSE: S00°14'30"W LENGTH: 776.64'
NORTH: 622272.5720' EAST: 1547838.3628'

SEGMENT #13 : LINE
COURSE: S89°36'51"E LENGTH: 34.42'
NORTH: 622272.3368' EAST: 1547873.2820'

SEGMENT #14 : LINE
COURSE: S00°13'36"W LENGTH: 44.13'
NORTH: 622223.2072' EAST: 1547873.0877'

SEGMENT #15 : LINE
COURSE: N83°04'15"E LENGTH: 208.56'
NORTH: 622247.7652' EAST: 1548075.1604'

SEGMENT #16 : CURVE
LENGTH: 50.86' RADIUS: 62.00'
DELTA: 046°54'50" TANGENT: 26.96'
CHORD: 49.44' COURSE: S30°35'18"E
COURSE IN: N82°54'37"E COURSE OUT: S35°54'47"W
RP NORTH: 622255.4174' EAST: 1548136.6868'
END NORTH: 622205.2044' EAST: 1548100.3142'

SEGMENT #17 : LINE
COURSE: S36°04'40"W LENGTH: 224.91'
NORTH: 622023.6214' EAST: 1547967.6093'

SEGMENT #18 : LINE
COURSE: N89°41'21"W LENGTH: 93.31'
NORTH: 622024.1364' EAST: 1547812.3007'

SEGMENT #19 : LINE
COURSE: S00°13'36"W LENGTH: 282.65'
NORTH: 621741.4907' EAST: 1547871.1825'

SEGMENT #20 : LINE
COURSE: S60°42'52"E LENGTH: 648.46'
NORTH: 621424.2883' EAST: 1548436.7645'

SEGMENT #21 : LINE
COURSE: S00°18'33"W LENGTH: 999.57'
NORTH: 620424.7328' EAST: 1548431.3709'

SEGMENT #22 : LINE
COURSE: N89°35'14"W LENGTH: 378.25'
NORTH: 620421.4579' EAST: 1548053.1307'

SEGMENT #23 : LINE
COURSE: N67°54'40"W LENGTH: 383.40'
NORTH: 620571.6933' EAST: 1547647.8717'

SEGMENT #24 : LINE
COURSE: N47°25'00"W LENGTH: 97.26'
NORTH: 620637.4435' EAST: 1547626.2547'

SEGMENT #25 : LINE
COURSE: N64°04'25"W LENGTH: 583.08'
NORTH: 620841.6144' EAST: 1547101.4427'

SEGMENT #26 : LINE
COURSE: N00°44'14"E LENGTH: 846.91'
NORTH: 621738.4376' EAST: 1547113.6212'

SEGMENT #27 : LINE
COURSE: N89°46'09"E LENGTH: 360.24'
NORTH: 621734.8407' EAST: 1547473.8583'

PERIMETER: 8315.23' AREA: 1831688.03 SQ. FT.
ERROR CLOSURE: 0.0113 COURSE:
N57°55'05"E
ERROR NORTH: 0.00600 EAST: 0.00457

PRECISION 1: 735637.17

PROPERTY OWNER:
TOM & STACEY DAVIES
3117 S. ANKENY BOULEVARD
ANKENY, IA 50023
&
THE RESERVE AT ROCK CREEK LLC
3117 S. ANKENY BOULEVARD
ANKENY, IA 50023

PROPERTY LOCATION:
2906 NW 82ND AVENUE
ANKENY, IA 50023

PREPARED FOR:
CER
3117 S. ANKENY BOULEVARD
ANKENY, IA 50023
TOME DAVIES
515-208-0464

PROFESSIONAL LAND SURVEYOR:
JEFFREY A. GADDIS, PLS #18381
CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET, SUITE 12
URBANDALE, IA 50322
PHONE: 515-276-4884 EXT 221
EMAIL: GADDIS@CECLAC.COM

FLOOD ZONE
ZONE 'X' & ZONE 'A', ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS.
COMMUNITY-PANEL #19153C0185F MAP REVISED FEBRUARY 1, 2019.

COMMUNITY	NUMBER	PANEL	SUFFIX
CITY OF ANKENY	190226	0185	F
CITY OF JOHNSTON	190745	0185	F
POLK COUNTY	190901	0185	F

*** FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE ***
PLEASE SEE FEMA FLOOD SERVICE CENTER FOR CURRENT MAPS
WWW.FEMA.COM
FEMA REGION VII, 9221 WARD PARKWAY, KANSAS CITY, MO 64114
1-877-336-2627
FEMAMAPSPECIALIST@RISKMAPCDS.COM

PURPOSE OF SURVEY:
- THIS MAJOR FINAL PLAT IS BEING DEVELOPED TO CREATE 18 BUILDABLE LOTS, 2 STREET LOTS AND 2 OUTLOTS.

BULK REGULATIONS:
RURAL RESIDENTIAL CLUSTER DEVELOPMENT

MINIMUM LOT SIZE:	20,000 SQUARE FEET
MINIMUM LOT WIDTH:	100 FEET
FRONT YARD SETBACK:	30 FEET
SIDE YARD SETBACK:	10 FEET
REAR YARD SETBACK:	30 FEET
MAXIMUM HEIGHT:	35 FEET

EXISTING EASEMENT NOTES
- THE EXISTING INGRESS/EGRESS EASEMENT SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 8541, PAGE 541 AT THE POLK COUNTY RECORDER'S OFFICE WILL BE VACATED AND SUPERCEDED WITH THE RECORDATION OF THIS FINAL PLAT.
- THE EXITSING INGRESS/EGRESS EASEMENT RECORDED IN BOOK 14776, PAGE 230 AT THE POLK COUNTY RECORDER'S OFFICE WILL BE VACATED AND SUPERCEDED WITH THE RECORDATION OF THIS FINAL PLAT.

LAND AREA
42.05 ACRES
1,831,684 SQUARE FEET

BASIS OF BEARINGS
THE NORTH LINE OF THE N¼I/4 SW1/4, SEC. 28-80-24 WAS MEASURED AS HAVING A BEARING OF N89°28'45"E. THIS BEARING WAS DETERMINED FROM THE IOWA DEPARTMENT OF TRANSPORTATION REAL-TIME NETWORK CONVERTED TO IOWA STATE PLANE NAD1983(2011) SOUTH ZONE GRID NORTH.

PROFESSIONAL LAND SURVEYOR NOTES
1. THE ALLOWABLE ERROR OF CLOSURE FOR THE BOUNDARY IS 1:10,000 AND THE ALLOWABLE ERROR OF CLOSURE FOR EACH LOT IS 1:5,000.
2. THE EASEMENTS SHOWN ON ADJOINING OWNERS PROPERTY ARE NOT PART OF THIS PLAT AND ARE SHOWN FOR REFERENCE ONLY. THESE EASEMENTS SHALL BE ACQUIRED THROUGH A SEPARATE RECORDED DOCUMENT.
3. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PROVIDED IN PREPARATION OF THIS SURVEY.
4. MONUMENTS TO BE SET WITHIN 30 DAYS THE MAJOR FINAL PLAT RECORDING DATE.
5. ALL EASEMENTS SHOWN ARE PROPOSED EASEMENTS UNLESS LABEL AS **(EXISTING)**.
6. IF THIS MAJOR FINAL PLAT INDICATES SETTING AN IRON ROD AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT, A CUT 'X' WILL BE SET IN PORTLAND CEMENT CONCRETE (P.C.C.) OR A 'MAG NAIL' WILL BE SET IN ASPHALTIC CEMENT CONCRETE (A.C.C. OR H.M.A.).

CERTIFICATION

PRELIMINARY

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.

JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024

SHEETS 1 - 7

RETURN TO:
CIVIL ENGINEERING CONSULTANTS
ATTN: JEFFREY A. GADDIS, PLS
2400 86TH STREET, SUITE 12
URBANDALE, IA 50322
PHONE: 515-276-4884
EMAIL: GADDIS@CECLAC.COM

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com

CEC
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

DATE:	
PRINTED ON:	Jul. 5, 23
...	...
...	...
...	...
DATE OF SURVEY:	MAY 21, 2021
DESIGNED BY:	5JD
DRAWN BY:	LJH

PRELIMINARY

THE RESERVE AT ROCK CREEK
2906 NW 82ND AVENUE, ANKENY, IA 50023

COVER

SHEET 1 OF 7

E-8613

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Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

DATE:	
JUL 5, 2023	---
	07-05-2023
DATE OF SURVEY:	MAY 27, 2021
DESIGNED BY:	SJD
DRAWN BY:	LJH

PRELIMINARY

THE RESERVE AT ROCK CREEK
2906 NW 82ND AVENUE, ANKENY, IA 50023

FINAL PLAT - OVERALL

SHEET 2 OF 7

E-8613

SCALE: 1"=200' (11"x17")
SCALE: 1"=100' (22"x34")
0' 100' 200'

NORTH

CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	47°03'19"	62.00'	50.92'	26.99'	49.50'	S30°40'55"E
C2	44°30'55"	57.00'	44.29'	23.35'	43.18'	N60°38'50"E
C3	19°45'46"	180.00'	62.09'	31.35'	61.78'	N10°10'01"E
C4	34°16'57"	180.00'	107.70'	55.52'	106.10'	N37°11'22"E
C5	12°04'01"	120.00'	25.27'	12.68'	25.23'	N48°17'50"E
C6	41°58'41"	120.00'	87.92'	46.04'	85.97'	N21°16'29"E
C7	54°02'43"	180.00'	169.79'	91.80'	163.56'	N27°18'29"E
C8	54°02'43"	120.00'	113.19'	61.20'	109.04'	N27°18'29"E
C9	12°44'45"	280.00'	62.29'	31.48'	62.56'	N06°42'00"E
C23	4°46'17"	220.00'	18.32'	9.17'	18.32'	S02°40'16"W
C24	274°44'08"	62.00'	297.29'	57.08'	83.98'	S60°00'23"E
C25	18°47'20"	220.00'	72.14'	36.40'	71.82'	S09°40'48"W
C26	26°16'05"	180.00'	82.52'	42.00'	81.80'	S13°25'10"W
C27	27°46'38"	180.00'	87.26'	44.51'	86.41'	S40°26'32"W

CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C28	13°35'44"	120.00'	28.47'	14.30'	28.41'	S47°31'54"W
C29	40°26'58"	120.00'	84.72'	44.21'	82.97'	S20°30'31"W
C30	54°02'43"	180.00'	169.79'	91.80'	163.56'	S27°18'29"W
C31	54°02'43"	120.00'	113.19'	61.20'	109.04'	S27°18'29"W
C33	56°22'44"	62.00'	61.01'	33.23'	58.58'	N21°02'08"E
C34	35°43'44"	38.00'	23.70'	12.25'	23.31'	N31°21'41"E
C35	76°47'30"	62.00'	83.10'	44.13'	77.02'	N67°36'53"E
C36	94°18'06"	62.00'	102.04'	66.84'	90.91'	N02°04'05"E
C37	46°38'16"	38.00'	30.93'	16.38'	30.08'	N21°45'50"W
C38	48°33'56"	57.00'	48.31'	25.71'	46.88'	N72°50'53"W
C39	83°09'32"	57.00'	82.73'	50.57'	75.66'	N03°13'24"W
C40	45°29'53"	50.00'	39.70'	20.97'	38.67'	N22°03'14"W

CURVE DATA (P.)						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C1	46°59'50"	62.00'	50.86'	26.96'	49.44'	S30°41'07"E
C2		57.00'	44.35'		43.24'	N60°48'05"E
C33	56°13'05"	62.00'	60.83'	33.12'	58.42'	N20°55'20"E
C34	35°43'44"	38.00'	23.70'	12.25'	23.31'	N31°10'01"E
C35	76°47'30"	62.00'	83.10'	44.13'	77.02'	N67°25'14"E

CURVE DATA (P.)						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C36	94°18'06"	62.00'	102.04'	66.84'	90.91'	N01°52'26"E
C37	46°38'16"	38.00'	30.93'	16.38'	30.08'	N21°57'29"W
C38		57.00'	48.31'		46.88'	N72°42'51"W
C39		57.00'	83.19'		76.00'	N03°22'57"W
C40		50.00'	39.71'		38.67'	N22°26'28"W

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@cecIac.com

DATE:		
	Jul. 5, 2023	...
	...	...
	01-05-2023	...
DATE OF SURVEY:	MAY 27, 2021	
DESIGNED BY:	SJD	
DRAWN BY:	LJH	

THE RESERVE AT ROCK CREEK

2906 NW 82ND AVENUE, ANKENY, IA 50023

FINAL PLAT - NORTH

SHEET 3 OF 7

E-8613

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SEE SHEET #3

LOT 13
0.53 AC.

LOT 11
2.19 AC.

LOT 12
0.47 AC.

LOT 5
1.08 AC.

LOT 6
1.68 AC.

LOT A
2.33 AC.

LOT 7
1.71 AC.

LOT 8
1.90 AC.

LOT 9
19.64 AC.

LOT 10
3.34 AC.

NORTH LINE PARCEL 2020-41

62.29'

S00°19'52"E 106.

S89°41'34"E 213.19'

S00°19'52"E 110.00'

30' B.S.L.

S89°41'34"E 133.45'

40.00'

B.S.L.

22.95'

142.87'
N89°41'34"W 215.82'

R62.00'

S89°41'34"E 224.83'

S68°55'37"W 246.82'

N68°35'37"E 154.28'

62.42'

30.00'

N21°24'23"W 175.07'

B.S.L.

N89°10'46"W 97.66'

B.S.L.

30.00'

344.45'

501.96'

N00°44'14"E 846.91' M. & P.
N00°45'51"E 846.81' P.
N00°50'24"E 846.56' P.

PARCEL 'B'
(BK. 5248, PG. 461)

PARCEL 2020-41
(BK. 16265, PG. 322)

N00°55'00"W 417.30'

N00°49'14"E 457.54'

266.22'

S60°42'52"E 648.46' M. & P.
350.24'

N90°00'00"E 413.86'

22.42'

279.02'

S00°14'50"E 301.49'

S63°17'47"E 485.84'

S10°21'16"E 451.46'

S24°46'49"W 186.12'

60.69'

S38°30'
S64°11'09"W 349.50'

S00°18'33"W 494.57' M. & P.

S00°18'33"W 1314.32' M.
S00°16'17"W 1314.60' P.
S00°10'22"W 1320.63' P.

PARCEL 2020-126
(BK. 16265, PG. 324)

ZONING: RR

OWNERS:
MICHAEL ADAMSON
LAEL ADAMSON

ZONING:

FEMA ZONE 'AE'
(1% ANNUAL CHANCE
FLOOD HAZARD)

FOUND
⅝" I.R. W/BLUE CAP #18381
SE CORNER
PARCEL 2020-126

FEMA ZONE 'X'
(SHADED)
(0.2% ANNUAL CHANCE
FLOOD HAZARD)

FEMA REGULATORY
FLOODWAY

FEMA ZONE 'AE'
(1% ANNUAL CHANCE
FLOOD HAZARD)

FEMA ZONE 'AE'
(1% ANNUAL CHANCE
FLOOD HAZARD)

FEMA ZONE 'AE'
(1% ANNUAL CHANCE
FLOOD HAZARD)

FEMA REGULATORY
FLOODWAY

FEMA ZONE 'AE'
(1% ANNUAL CHANCE
FLOOD HAZARD)

FEMA ZONE 'X'
(SHADED)
(0.2% ANNUAL CHANCE
FLOOD HAZARD)

SW1/4 SW1/4
SEC. 28-80-24

FOUND
⅝" I.R. W/ALUMINUM CAP
SE CORNER, PARCEL 'B'

294.06'

N64°04'25"W 583.08' M. & P.
N64°04'57"W 583.08' P.

NW 78TH AVENUE/
SW ORALABOR ROAD/
US HIGHWAY 415
(PUBLIC)

CENTERLINE CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C103	38°03'42"	250.00'	166.08'	86.23'	163.04'	S19°18'54"W

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C9	12°44'45"	280.00'	62.64'	31.46'	62.56'	N06°42'00"E
C10	10°29'30"	280.00'	51.27'	25.71'	51.20'	N18°21'38"E
C11	23°19'15"	280.00'	113.97'	57.76'	113.18'	N11°56'45"E
C12	20°25'28"	35.00'	12.48'	6.31'	12.41'	N13°23'59"E
C13	20°33'22"	35.00'	12.56'	6.35'	12.49'	N07°05'46"W
C14	40°58'50"	35.00'	25.03'	13.06'	24.50'	N03°06'58"E
C15	57°36'45"	62.00'	62.34'	34.04'	59.75'	N11°25'56"E
C16	34°35'36"	62.00'	42.84'	22.32'	42.00'	N60°02'06"E
C17	34°35'36"	62.00'	42.84'	22.32'	42.00'	S80°22'19"E

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C18	47°40'31"	62.00'	51.59'	27.34'	50.11'	S36°44'16"E
C19	37°49'54"	62.00'	40.94'	21.25'	40.20'	S06°00'59"W
C20	52°25'43"	62.00'	56.73'	30.53'	54.77'	S51°08'50"W
C21	58°17'14"	35.00'	35.61'	19.52'	34.09'	S48°13'05"W
C22	14°01'08"	220.00'	53.82'	27.05'	53.69'	S12°03'56"W
C23	4°46'17"	220.00'	18.32'	9.17'	18.32'	S02°40'16"W
C24	274°44'08"	62.00'	297.29'	57.08'	89.96'	S60°00'23"E
C25	18°47'20"	220.00'	72.14'	36.40'	71.82'	S09°40'48"W

SCALE: 1"=100' (11"x17")
SCALE: 1"=50' (22"x34")
0' 10' 20' 50' 40' 50' 100'

NORTH

PRELIMINARY

THE RESERVE AT ROCK CREEK
2906 NW 82ND AVENUE, ANKENY, IA 50023

FINAL PLAT - SOUTH

Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

DATE:	JU. 5, 2023
"	"
"	"
"	07-05-2023
DATE OF SURVEY:	MAY 21, 2021
DESIGNED BY:	SJD
DRAWN BY:	LJH

SHEET 4 OF 7

E-8613

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CEC
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

DATE:	...	...
	JUL 5, 2023	01-05-2023
DATE OF SURVEY:		MAY 27, 2021
DESIGNED BY:		SJD
DRAWN BY:		LJH

THE RESERVE AT ROCK CREEK
2906 NW 82ND AVENUE, ANKENY, IA 50023
EASEMENT - NORTH

PRELIMINARY

SHEET 1 OF 7

E-8613

SCALE: 1"=100' (11"x17")
SCALE: 1"=50' (22"x34")
0' 10' 20' 80' 40' 50' 100'

NORTH

SEE SHEET #6

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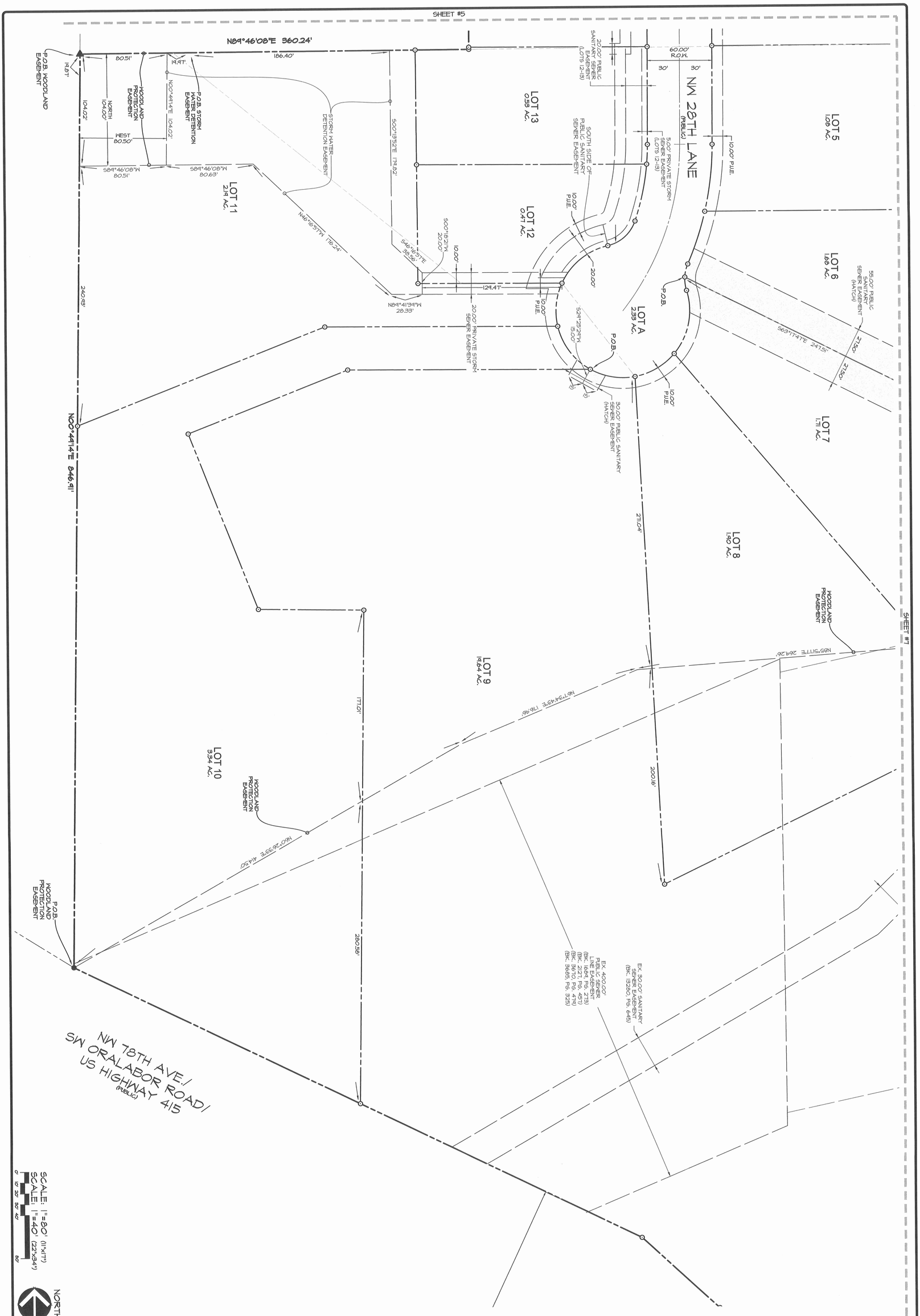

PRELIMINARY

SHEET 6 OF 7

E-8613

THE RESERVE AT ROCK CREEK
2906 NW 82ND AVENUE, ANKENY, IA 50023

EASEMENT - SOUTH

DATE:	JUL. 5, 2023
	...
	..
	07-05-2023
DATE OF SURVEY:	MAY 27, 2021
DESIGNED BY:	SJD
DRAWN BY:	LJH

CEC
Civil Engineering Consultants, Inc.
2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@ceclac.com

EX. 30.00' PUBLIC SANITARY SEWER EASEMENT (BK. 13280, PG. 645)

EX. 45.00' PUBLIC SANITARY SEWER EASEMENT (BK. 17085, PG. 363)

EX. 400.00' PUBLIC SEWER LINE EASEMENT (BK. 1648, PG. 447) (BK. 2127, PG. 451) (BK. 3670, PG. 479) (BK. 3685, PG. 325)

24.98'

32.55'

55.00' PUBLIC SANITARY SEWER EASEMENT (HATCH)

S64°53'11"E 220.61'

27.50'

27.50'

N29°20'24"E 246.72'

WOODLAND PROTECTION EASEMENT

S38°39'20"E 110.00'

42.95'

SW1/4 SW1/4
SEC. 28-80-24

EX. 30.00' PUBLIC SANITARY SEWER EASEMENT (BK. 13280, PG. 645)

55.00' PUBLIC SANITARY SEWER EASEMENT (HATCH)

27.50'

27.50'

S63°11'14"E 247.51'

LOT 6
1.68 AC.

LOT 7
1.71 AC.

WOODLAND PROTECTION EASEMENT

N89°59'11"E 264.36'

LOT 8
1.90 AC.

LOT 9
19.64 AC.

LOT 6

SEE SHEET #6

PRELIMINARY

SCALE: 1"=80' (11"x17")
SCALE: 1"=40' (22"x34")

0' 10' 20' 30' 40' 80'

NORTH

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 . Des Moines, Iowa 50322
515.276.4884 . mail@cecIac.com

CEC

DATE:	
	Jul. 5, 2023
	...
	...
	07-05-2023
DATE OF SURVEY:	MAY 27, 2021
DESIGNED BY:	S.JD
DRAWN BY:	L.JH

THE RESERVE AT ROCK CREEK
2906 NW 82ND AVENUE, ANKENY, IA 50023

EASEMENT - SOUTHEAST

SHEET
OF 7

E-8613

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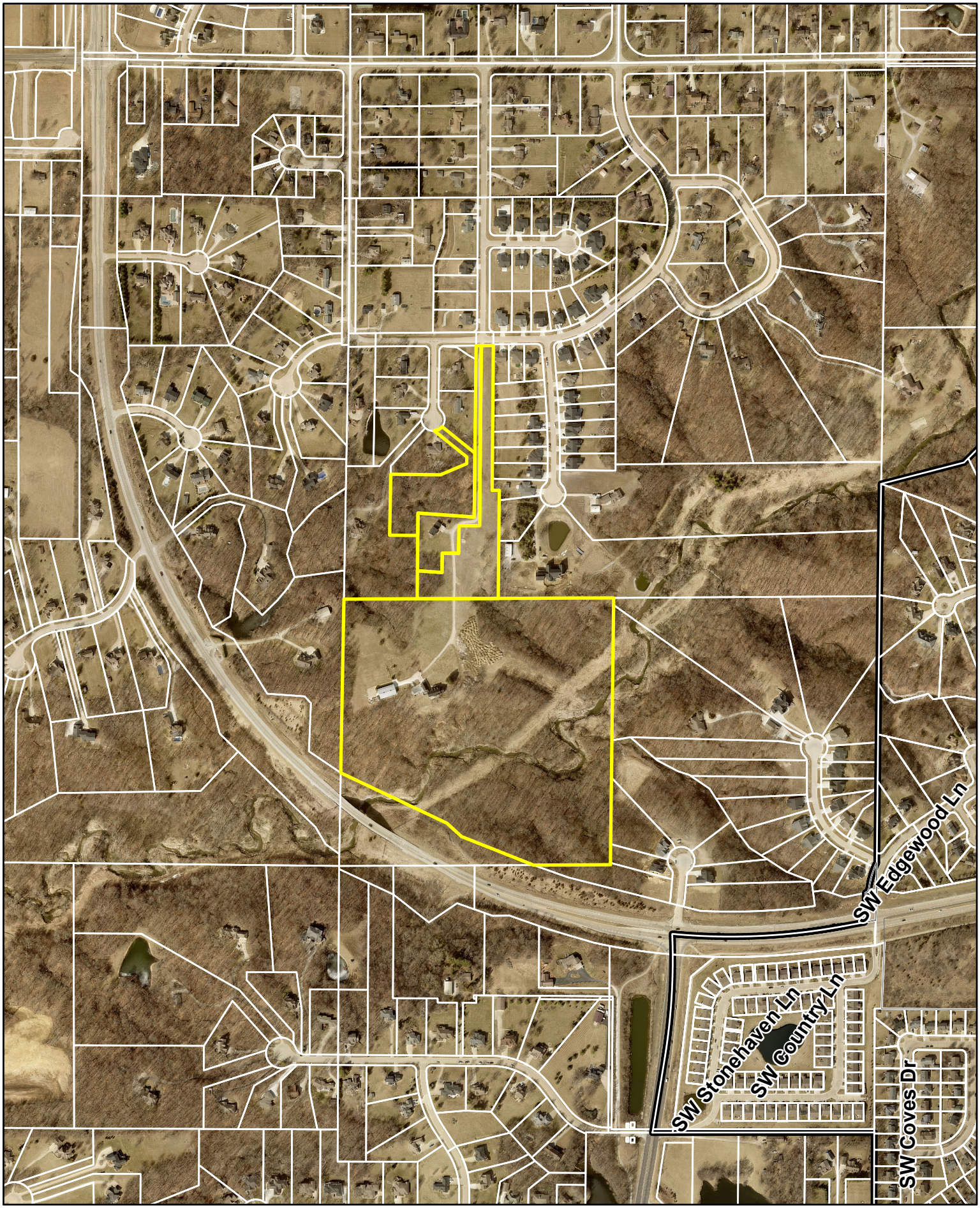


N

1 inch = 603 feet

Date: 7/26/2023

The Reserve at Rock Creek
Final Plat
Aerial Map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to grant preliminary approval of Kimberley Crossing Plat 3 Final Plat.

EXECUTIVE SUMMARY:

Kimberley Crossing Plat 3 is a proposed 10.36-acre (+/-) plat located east of NE Verona Drive and north of NE 56th Street. The subject plat creates 24 single-family lots, a street lot, an outlot for future development and shows associated utilities and easements. Lots 1-18 are subject to the Miller Farm Property PUD 50-foot minimum lot width and lots 19-24 are subject to the R-3, Multiple Family Residence District zoning of 65-foot lot widths. The proposed plat is in general conformance with the Miller Farm Property PUD.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Grant preliminary approval of Kimberley Crossing Plat 3.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan & Zoning Commission recommended approval at their meeting on July 18, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Staff Report
Aerial Map
P&Z Minutes
Applicant Letter
Final Plat

Ankeny
bringing it all together.

Plan and Zoning Commission
Staff Report

Meeting Date: July 18, 2023

Agenda Item: Kimberley Crossing Plat 3 – Final Plat
Report Date: July 12, 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 3 Final Plat.

Project Summary:

Kimberley Crossing Plat 3 is a proposed 10.36-acre (+/-) plat located east of NE Verona Drive and north of NE 56th Street. The subject plat creates 24 single-family lots, a street lot, an outlot for future development and shows associated utilities and easements. Lots 1-18 are subject to the Miller Farm Property PUD 50-foot minimum lot width and lots 19-24 are subject to the R-3, Multiple Family Residence District zoning of 65-foot lot widths. The proposed plat is 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 Sienna Drive north to the northern boundary of the Kimberley Crossing development. All proposed roads in the development will be required to have five-foot sidewalks.

Water: The existing 10-inch water main will be extended north along NE Sienna Drive, and an 8-inch main will be installed along NE 60th Street, stubbing from the 10-inch along NE Sienna Drive.

Sewer: The existing 12-inch trunk sanitary sewer main will be extend north along NE Sienna Drive, and an 8-inch sanitary sewer main will be installed along NE 60th Street.

Drainage: Stormwater for the southern half of the plat will flow southerly to the stormwater detention basin located on Outlot X, Kimberley Crossing Plat 1. The northern half of the plat drains northeasterly, draining into the undeveloped lot to the east and eventually the drainage ditch along Interstate-35. From there stormwater eventually drains to the south ultimately outletting into Otter Creek.

Parkland: A total of 0.77 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.

CITY OF ANKENY
SUBDIVISION DATA

NAME OF PLAT: **Kimberley Crossing Plat 3**
NAME OF OWNER/ DEVELOPER: **Kimberley Development Corp.**

GENERAL INFORMATION:

PLAT LOCATION:	North of NE 56th Street, East of NE Verona Drive
SIZE OF PLAT:	10.36 acres
ZONING:	Miller Farm PUD/R-3, Multiple Family Residence District

LOTS:

NUMBER:	24 single-family lots, one outlot and a street lot
SIZE/DENSITY:	2.3 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)

R-3, Multiple Family Residence District:

Front:	30'
Rear:	35'
Side:	15' total (1-story - min. 7' one side) for one & two family dwellings
	17' total (>1-story - min. 8' one side) for one & two family dwellings
	20' total (1-story - min. 8' one side) for multiple family dwellings
	22' total (>1-story & <3 story - min. 9' one side) for multiple family dwellings
	24' total (>3-story - min. 10' one side) for multiple family dwellings

PARK SITE DEDICATION:

A total of 0.77 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; R-3, Multiple Family Residence District
WEST:	Miller Farm Property PUD

STREET DEVELOPMENT:

NAME: NE Sienna Drive
LENGTH: Approximately 855.09 feet
CLASSIFICATION: Minor Collector
R.O.W. (REQ'D./PROV.): 70'/70'
PAVEMENT WIDTH: 31'

NAME: NE 60th Street
LENGTH: Approximately 160.0 feet
CLASSIFICATION: Normal Residential
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 10.36 acres of developable land X 990 gal. per day/single-family residential = 10,256.4 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: 24 units X 3 pers. per house X 100 gal. per day/person = 7,200 GPD

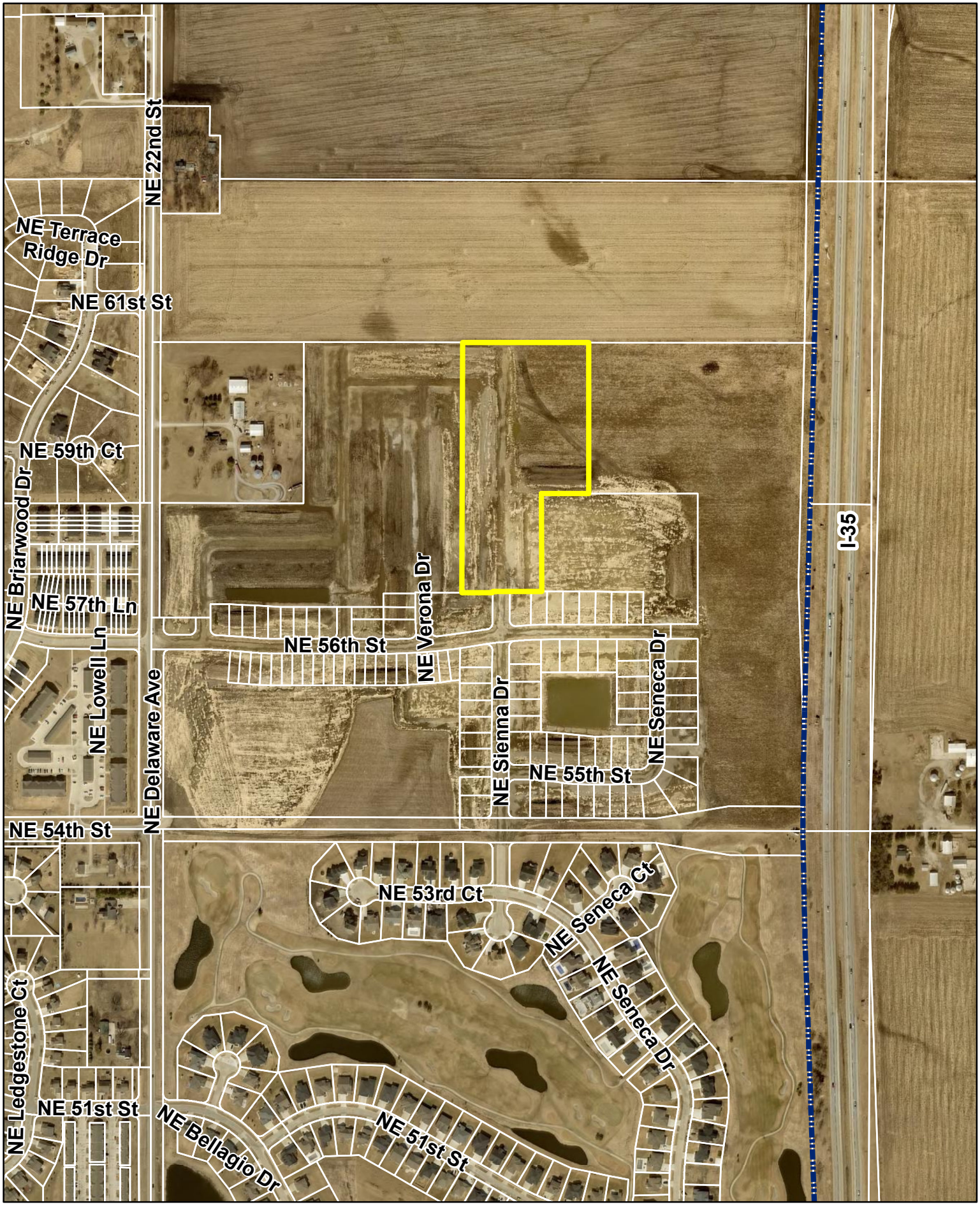
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



N

1 inch = 500 feet

Date: 7/11/2023

Kimberley Crossing Plat 3
Final Plat

Ankeny
bringing it all together.

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.

CONSENT AGENDA ITEMS
Item #2. Kimberley Crossing Plat 3 Final Plat
Motion to recommend City Council preliminary approval of the Kimberley Crossing Plat 3 Final Plat.

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.

CIVIL DESIGN ADVANTAGE

CIVIL ENGINEERS
SURVEYORS
PLANNERS
LANDSCAPE ARCHITECTS

July 27, 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 50021

RE: Kimberley Crossing Plat 3
Construction Drawings & Preliminary Approval of Final Plat

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 10.4 acres and is located north of the intersection of NE Sienna Drive and NE 56th Street. The final plat includes the development of 24 single family lots and an outlot for a future multi-family project. The property is currently zoned PUD Planned Unit Development and R-3 Multiple Family Residential District zoning. We are requesting that preliminary approval of the final plat be granted by City Council. We will bring the final plat with bonds back before the City Council for approval once construction is complete.

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

Erin K. Ollendike, P.E.

4121 NW URBANDALE DRIVE, URBANDALE, IOWA 50322 • P 515+369+4400 • WWW.CDA-ENG.COM

KIMBERLEY CROSSING PLAT 3

FINAL PLAT

INDEX LEGEND

LOCATION: PT. SW1/4 SEC 31–81–23 ANKENY, POLK COUNTY, IOWA

REQUESTOR: KIMBERLEY DEVELOPMENT CORPORATION

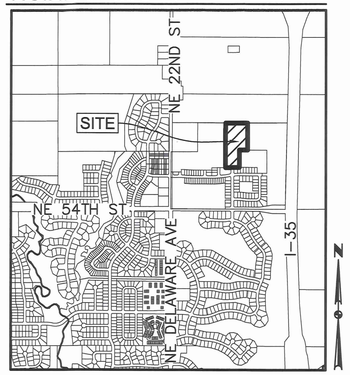
PROPRIETOR: KIMBERLEY DEVELOPMENT CORPORATION
2785 N. ANKENY BLVD STE 22
ANKENY, IA 50021

SURVEYOR: MICHAEL A. BROONER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH:515–369–4400

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 15, 2023

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	S45°08'42"E	35.36'
C2	90°00'00"	25.00'	39.27'	S44°51'18"W	35.36'
C3	69°31'55"	25.00'	30.34'	N34°37'16"E	28.51'

ZONING

R–1: ONE–FAMILY RESIDENCE DISTRICT
P.U.D.: PLANNED UNIT DEVELOPMENT
R–3: MULTIPLE–FAMILY RESIDENCE DISTRICT
R–3: MULTIPLE–FAMILY RESIDENCE DISTRICT
RESTRICTED TO SINGLE–FAMILY RESIDENTIAL

BULK REGULATIONS

P.U.D. DISTRICT (LOT 1–18)
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.

R–3 DISTRICT (LOT 19–24, OUTLOT 'Y', & OUTLOT 'Z')
FRONT: 30'
REAR: 35'
SIDE: 15' (1–STORY – 7' MIN)(ONE AND TWO FAMILY DWELLINGS)
17' (> 1–STORY – 8' MIN.) (ONE AND TWO FAMILY DWELLINGS)
20' (1–STORY – 8 MIN.) (MULTIPLE FAMILY)
22' (> 1–STORY & < 3 –STORY – 9' MIN) (MULTIPLE FAMILY)
24' (> 3–STORY – 10' MIN) (MULTIPLE FAMILY)

NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. 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.

PLAT DESCRIPTION

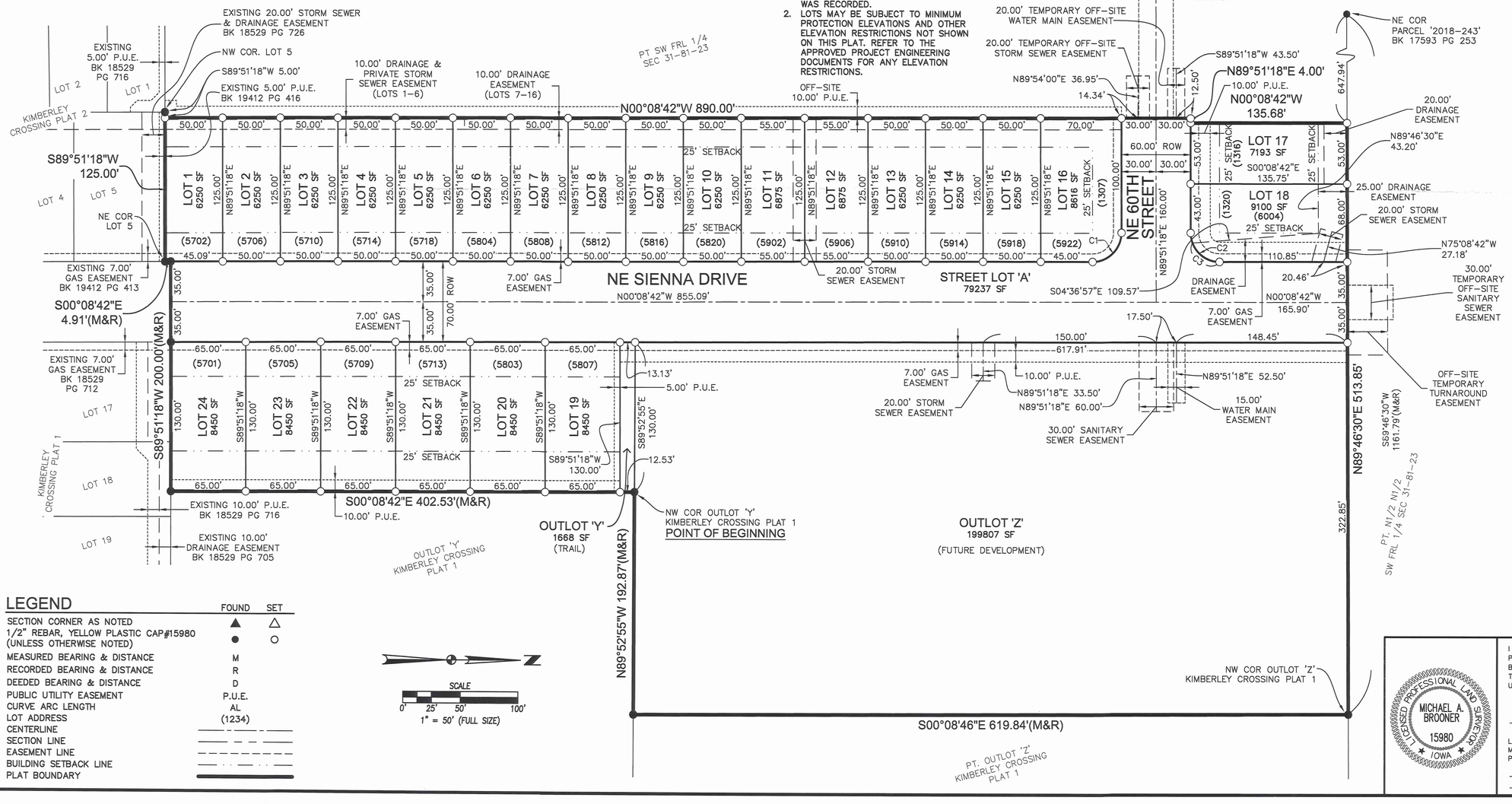
A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 81 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT 'Y', KIMBERLEY CROSSING PLAT 1, AN OFFICIAL PLAT; THENCE SOUTH 00°08'42" EAST ALONG THE WEST LINE OF SAID OUTLOT 'Y', 402.53 FEET TO THE NORTH LINE OF LOT 18, SAID KIMBERLEY CROSSING PLAT 1; THENCE SOUTH 89°51'18" WEST ALONG THE NORTHERLY LINE OF SAID KIMBERLEY CROSSING PLAT 1, A DISTANCE OF 200.00 FEET; THENCE SOUTH 00°08'42" EAST ALONG SAID NORTHERLY LINE, 4.91 FEET TO THE NORTHEAST CORNER OF LOT 5, KIMBERLEY CROSSING PLAT 2, AN OFFICIAL PLAT; THENCE SOUTH 89°51'18" WEST ALONG THE NORTH LINE OF SAID KIMBERLEY CROSSING PLAT 2, A DISTANCE OF 125.00 FEET; THENCE NORTH 00°08'42" WEST, 890.00 FEET; THENCE NORTH 89°51'18" EAST, 4.00 FEET; THENCE NORTH 00°08'42" WEST, 135.68 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 89°46'30" EAST ALONG SAID NORTH LINE, 513.85 FEET TO THE NORTHWEST CORNER OF OUTLOT 'Z', SAID KIMBERLEY CROSSING PLAT 1; THENCE SOUTH 00°08'46" EAST ALONG THE WEST LINE OF SAID OUTLOT 'Z', 619.84 FEET TO THE NORTH LINE OF SAID OUTLOT 'Y'; THENCE NORTH 89°52'55" WEST ALONG SAID NORTH LINE, 192.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.36 ACRES (451,322 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AREA ABOVE RESERVED FOR RECORDING STAMP

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date July 18, 2023
Ayes 5 Nays 0 Abstain — Absent 2
APPROVED
J. Roff Chairperson
Brenda Hufsmyer Secretary



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		

SCALE
0' 25' 50' 100'
1" = 50' (FULL SIZE)

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. DATE

LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET

REVISIONS

DATE	
07/20/2023	THIRD SUBMITTAL
07/07/2023	SECOND SUBMITTAL
06/16/2023	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER: EKO | ENGINEER: GH/JWM TECH: MST
CIVIL DESIGN ADVANTAGE
ANKENY, IOWA

KIMBERLEY CROSSING PLAT 3
FINAL PLAT

2 / 17
2306.408

FILE: N:\2023\2306408\DWG\2306408-FINAL PLAT.DWG
XREF: PLOTTED: 7/20/2023 3:03 PM
PLOTTED BY: JON ERKNAL
COMMON: ENG

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the Pine Lake Estates Plat 1 Preliminary Plat, and the acceptance of the public streets named NE Pine Lake Circle and NE Pondview Court.

EXECUTIVE SUMMARY:

The Pine Lake Estates Plat 1 Preliminary Plat is a proposed 69.68-acre preliminary plat considered to be the first phase of a multi-phase residential development project encompassing a total of 198 acres. This preliminary plat is generally located east of I-35 and north of NE 19th Street and includes 83 buildable lots and four additional lots that lie within a flood hazard area; all of which are zoned R-1, Single Family Residential. The preliminary plat also includes two outlots for stormwater, and three for signage. Outlots T and J will be deeded to the adjacent property owners soley for the use of the residences at 2698 and 2734 NE 18th Street. Public streets are proposed, along with public sanitary sewer, water main, and storm sewer. A parkland dedication agreement will be required with the final plat.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the Pine Lake Estates Plat 1 Preliminary Plat, and accept public streets named NE Pine Lake

Circle and NE Pondview Court.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on July 18, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Preliminary Plat
P&Z Minutes
Staff Report
Applicant Letter
Map

PINE LAKE ESTATES PLAT 1

PRELIMINARY PLAT

INDEX LEGEND

COUNTY: POLK COUNTY, IOWA **CITY:** ANKENY

LOCATION: OUTLOT Y, NURSERY DRIVE ESTATES PLAT 1
PARCEL A OF OUTLOT Y,
NURSERY DRIVE ESTATES PLAT 1
SOUTH HALF OF THE SE 1/4 & SW 1/4 OF
SECTION 07 - TWP 80 - RGE 23, EAST OF I-35

REQUESTED BY & PROPRIETOR: DRA PROPERTIES, LC
c/o TARA MEREDITH
1515 NE 36TH STREET
ANKENY, IOWA 50021
PHONE: (515) 965-5251

SURVEYOR: ADAM D. SCHOEPPNER, PLS #26306

SURVEY COMPANY: NILLES ASSOCIATES, INC.

RETURN TO: ADAM D. SCHOEPPNER, PLS
NILLES ASSOCIATES, INC.
1933 SW MAGAZINE ROAD
ANKENY, IOWA 50023 PH: (515) 965-0123

DEVELOPMENT SCHEDULE

Final Plat and Construction Drawings	Spring 2023
Grading & construction	Summer 2023

SHEET LIST TABLE

SHEET NO.	SHEET TITLE	DESCRIPTION
1	PP-1	PRELIMINARY PLAT
2	PP-2	PRELIMINARY PLAT - BOUNDARY
3	PP-3	PRELIMINARY PLAT - OVERALL
4	PP-4	PRELIMINARY PLAT
5	PP-5	PRELIMINARY PLAT
6	PP-6	PRELIMINARY PLAT
7	PP-7	PRELIMINARY PLAT
8	PP-8	PRELIMINARY PLAT
9	PP-9	PRELIMINARY PLAT
10	PP-10	PRELIMINARY PLAT
11	PP-11	WATER HYDRANT RADIUS MAP

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date July 18, 2023
Ayes 4 Nays 0 Abstain 1 Absent 2
APPROVED
Chairperson
Secretary

LEGAL DESCRIPTION

That part of Parcel A of Outlot Y, NURSERY DRIVE ESTATES PLAT NO. 1, an official plat, located in Polk County, Iowa, as shown on the plat of survey recorded in Book 10265, Page 844;

AND Outlot Y, NURSERY DRIVE ESTATES PLAT NO. 1, an official plat, located in Polk County, Iowa, EXCEPT said Parcel A;

AND that part of the North Half of the Southeast Quarter of the East 35 acres of the Southeast Quarter of the Southeast Quarter of Section 07, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa;

AND that part of the West 45 acres of the South Half of the Southeast Quarter of Section 07, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, EXCEPT NURSERY DRIVE ESTATES PLAT NOS. 1 & 2, official plats, located in Polk County, Iowa;

AND that part of the East 44 acres of the South Half of the Southwest Fractional Quarter of Section 07, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, lying east of Interstate 35, EXCEPT Parcel B of said the East 44 acres of the South Half of the Southwest Fractional Quarter of Section 07, as shown on the plat of survey recorded in Book 7242, Page 378;

AND that part of the Northeast Quarter of the Southwest Fractional Quarter of Section 07, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa, lying east of Interstate 35, and more particularly described as follows:

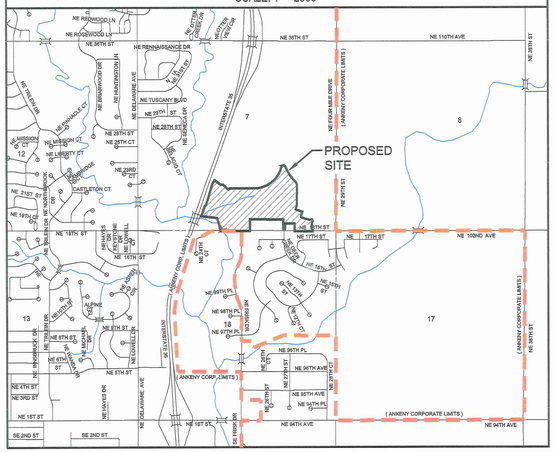
Commencing at the southeast corner of said Southeast Quarter of Section 07; thence North 89 degrees 39 minutes 24 seconds West, along the south line of said Southeast Quarter of Section 07, a distance of 654.98 feet, to the east line of said NURSERY DRIVE ESTATES PLAT NO. 1 and the Point of Beginning; thence North 00 degrees 20 minutes 31 seconds East, along said east line of NURSERY DRIVE ESTATES PLAT NO. 1, a distance of 215.00 feet, to the north line of Lot 1, said NURSERY DRIVE ESTATES PLAT NO. 1; thence North 89 degrees 39 minutes 24 seconds West, along said north line of Lot 1, NURSERY DRIVE ESTATES PLAT NO. 1, a distance of 267.00 feet, to the west line of said Lot 1, NURSERY DRIVE ESTATES PLAT NO. 1; thence South 00 degrees 20 minutes 31 seconds West, along said west line of Lot 1, NURSERY DRIVE ESTATES PLAT NO. 1, a distance of 130.00 feet; thence southeasterly 39.27 feet along a curve to the left, tangent to the last described line, continuing along said west line of Lot 1, NURSERY DRIVE ESTATES PLAT NO. 1, having a radius of 25.00 feet, a delta angle of 89 degrees 59 minutes 56 seconds and a chord distance of 35.35 feet which bears South 44 degrees 39 minutes 27 seconds East, to said south line of the Southeast Quarter of Section 07; thence North 89 degrees 39 minutes 24 seconds West, not tangent to the last described curve, along said south line of the Southeast Quarter of Section 07, a distance of 100.00 feet, to the east line of said Lot 2, NURSERY DRIVE ESTATES PLAT NO. 1; thence northeasterly 39.27 feet along a curve to the left, not tangent to the last described line, along said east line of Lot 2, NURSERY DRIVE ESTATES PLAT NO. 1, having a radius of 25.00 feet, a delta angle of 90 degrees 00 minutes 04 seconds and a chord distance of 35.36 feet which bears North 45 degrees 20 minutes 33 seconds East; thence North 00 degrees 20 minutes 31 seconds East, tangent to the last described curve, continuing along said east line of Lot 2, NURSERY DRIVE ESTATES PLAT NO. 1, a distance of 242.24 feet, to the north line of said Lot 2, NURSERY DRIVE ESTATES PLAT NO. 1; thence North 89 degrees 41 minutes 09 seconds West, along said north line of said Lot 2, NURSERY DRIVE ESTATES PLAT NO. 1, and continuing westerly along the westerly extension of the north lines of Lots 3-5, said NURSERY DRIVE ESTATES PLAT NO. 1 and Lots 1 and 2, said NURSERY DRIVE ESTATES PLAT NO. 2, a distance of 930.00 feet, to the west line of said NURSERY DRIVE ESTATES PLAT NO. 2; thence South 00 degrees 20 minutes 31 seconds West, along said west line of NURSERY DRIVE ESTATES PLAT NO. 2, a distance of 326.77 feet, to said south line of the Southeast Quarter of Section 07; thence North 89 degrees 39 minutes 24 seconds West, along said south line of the Southeast Quarter of Section 07, a distance of 231.82 feet, to the east line of said Southwest Fractional Quarter of Section 07; thence North 89 degrees 42 minutes 16 seconds West, along the south line of said Southwest Fractional Quarter of Section 07, a distance of 575.00 feet, to the east line of said Parcel B; thence North 16 degrees 32 minutes 05 seconds West, along said east line of Parcel B, a distance of 378.41 feet, to the north line of said Parcel B; thence North 83 degrees 07 minutes 24 seconds West, along said north line of Parcel B, a distance of 446.12 feet, to the east right-of-way line of Interstate 35; thence North 19 degrees 12 minutes 58 seconds East, along said east right-of-way line of Interstate 35, a distance of 299.94 feet; thence North 43 degrees 25 minutes 57 seconds East, continuing along said east right-of-way line of Interstate 35, a distance of 54.23 feet; thence North 16 degrees 56 minutes 16 seconds East, continuing along said east right-of-way line of Interstate 35, a distance of 609.79 feet; thence North 28 degrees 30 minutes 36 seconds East, continuing along said east right-of-way line of Interstate 35, a distance of 112.96 feet; thence South 53 degrees 50 minutes 50 seconds East, a distance of 243.84 feet; thence southeasterly 42.80 feet along a curve to the right, not tangent to the last described line, having a radius of 330.00 feet, a delta angle of 07 degrees 25 minutes 49 seconds and a chord distance of 42.77 feet which bears North 39 degrees 52 minutes 04 seconds East; thence South 46 degrees 25 minutes 01 second East, not tangent to the last described curve, a distance of 219.58 feet; thence North 60 degrees 35 minutes 03 seconds East, a distance of 69.22 feet; thence South 89 degrees 39 minutes 53 seconds East, a distance of 657.22 feet; thence northeasterly 1078.31 feet along a curve to the left, tangent to the last described line, having a radius of 790.00 feet, a delta angle of 78 degrees 12 minutes 20 seconds and a chord distance of 996.53 feet which bears North 51 degrees 13 minutes 57 seconds East; thence North 78 degrees 26 minutes 41 seconds East, not tangent to the last described curve, a distance of 91.49 feet; thence southeasterly 548.59 feet along a curve to the left, not tangent to the last described line, having a radius of 1350.00 feet, a delta angle of 23 degrees 16 minutes 58 seconds and a chord distance of 544.82 feet which bears South 32 degrees 40 minutes 48 seconds East; thence southeasterly 116.91 feet along a reverse curve to the right, tangent to the last described curve, having a radius of 150.00 feet, a delta angle of 44 degrees 39 minutes 23 seconds and a chord distance of 113.97 feet which bears South 21 degrees 59 minutes 35 seconds East; thence South 00 degrees 20 minutes 07 seconds West, tangent to the last described curve, a distance of 502.13 feet; thence South 04 degrees 53 minutes 25 seconds West, a distance of 80.90 feet; thence South 16 degrees 42 minutes 04 seconds West, a distance of 88.04 feet; thence South 69 degrees 58 minutes 01 seconds East, a distance of 199.94 feet; thence South 20 degrees 01 minute 59 seconds West, a distance of 130.00 feet; thence southeasterly 39.27 feet along a curve to the left, tangent to the last described line, having a radius of 25.00 feet, a delta angle of 90 degrees 00 minutes 00 seconds and a chord distance of 35.36 feet which bears South 24 degrees 58 minutes 01 second East; thence South 69 degrees 58 minutes 01 second East, tangent to the last described curve, a distance of 68.96 feet; thence southeasterly 45.61 feet along a curve to the left, tangent to the last described line, having a radius of 600.00 feet, a delta angle of 04 degrees 21 minutes 21 seconds and a chord distance of 45.60 feet which bears South 72 degrees 08 minutes 41 seconds East; thence South 74 degrees 19 minutes 22 seconds East, tangent to the last described curve, a distance of 117.77 feet; thence northeasterly 37.67 feet along a curve to the left, tangent to the last described line curve, having a radius of 25.00 feet, a delta angle of 86 degrees 20 minutes 00 seconds and a chord distance of 34.21 feet which bears North 62 degrees 30 minutes 39 seconds East; thence South 70 degrees 39 minutes 21 seconds East, not tangent to the last described curve, a distance of 70.00 feet; thence southwesterly 229.15 feet along a curve to the left, not tangent to the last described line, having a radius of 765.00 feet, a delta angle of 17 degrees 09 minutes 46 seconds and a chord distance of 228.30 feet which bears South 10 degrees 45 minutes 46 seconds West; thence southeasterly 48.09 feet along a compound curve to the left, tangent to the last described curve, having a radius of 30.00 feet, a delta angle of 91 degrees 50 minutes 17 seconds and a chord distance of 43.10 feet which bears South 43 degrees 44 minutes 16 seconds East; thence South 00 degrees 20 minutes 36 seconds West, not tangent to the last described line curve, a distance of 60.00 feet, to said south line of the Southeast Quarter of Section 07, and the Point of Beginning.

Containing approximately 69.89 acres.

Subject to easements, covenants and restrictions of record.

VICINITY MAP

SCALE: 1" = 2000'



LEGEND

Existing / Proposed		Existing / Proposed	
IR	Round iron rebar	▲	Found monument, as noted
IP	Round iron pipe	●	Found monument 1/2" IR unless otherwise noted
PCC	Portland cement concrete	⊕	Found monument 1/2" IR with yellow cap #12846, unless otherwise noted
ACC	Asphaltic cement concrete	○	Set monument 5/8" IR with blue cap #26306, unless otherwise noted
FL	Pipe flowline elevation	1234 / 1234	Address
RCP	Reinforced concrete pipe	x 900.0' / x 900.0'	Spot elevation
CMP	Corrugated metal pipe	Ⓢ	Sanitary sewer manhole
CPP	Corrugated plastic pipe	Ⓒ	Cleanout
PVC	Polyvinyl chloride pipe	Ⓢ	Storm sewer manhole
CIP	Cast iron pipe	□	Storm sewer intake
P.U.E.	Public utility easement	◎	Storm sewer beehive
A.E.	Access easement	◺	Flared end section
S.W.F.E.	Surface Water Flowage easement	⚲	Fire hydrant assembly
S.T.M.F.E.	Storm Water Management Facility Easement	⋈	Water valve
O.F.E.	Overland Flowage Easement	WSO	Water service shut-off
G.E.	Gas easement	Ⓜ	Water main manhole
I.E.E.	Ingress / Egress easement	Ⓜ	Monitoring well
L.E.	Landscape buffer easement	YH	Yard hydrant
R.T.E.	Recreational trail easement	WELL	Well
S.W.E.	Sidewalk easement	GM	Gas meter
S.S.E.	Sanitary sewer easement	⋈	Gas valve
S.T.S.E.	Storm sewer easement	⊗	Air conditioning unit
V.T.E.	Visibility triangle easement	Ⓔ	Electric manhole
W.E.	Water main easement	EM	Electric meter
B/B	Back of curb to back of curb	EM	Electric pedestal
	Subject boundary line	TR	Electric transformer
	Section line	UHH	Utility hand hole
	Proposed boundary line		Utility pole
	Existing boundary line		Utility pole with light
	Future boundary line		Light pole
	Proposed easement line		Guy wire
	Existing easement line		Traffic signal
	Setback line		Traffic signal with light
	Special Flood Hazard Area Zone AE line		Traffic manhole
	Special Flood Hazard Area Zone AE Floodway		Communication pedestal
	Special Flood Hazard Area Zone A line	TB	Telephone booth
	Flood Hazard Area Zone X line	TV	TV pedestal
	Edge of delineated wetland line		Billboard sign
	Zoning boundary line		Street sign
	Barbed wire fence line	DS	Down spout
o	Chain-link fence line		Tree shrub
	Edge of water		Deciduous tree and trunk diameter
WT	Straw Wattle		Coniferous tree and trunk diameter
SF	Silt fence		Swale flowline
SS	Sanitary sewer & size		Edge of tree dripline
ST	Storm sewer and size		
W	Water main and size		
G	Gas main & size		
OHE	Overhead electric & wires		
OHC	Overhead communication		
UGE	Underground electric		
UTV	Underground television		
UGC	Underground communication		
900'	Contour elevation		

ZONING: R-1 BULK REGULATIONS

Total Residential Lots = 83

R-1 One - Family Residence District
Lot Width: 85 feet
Front Yard: 35 feet
Rear Yard: 35 feet
Side Yards: One story: Total side yard – 18 feet
Minimum on one side – 8 feet
More than one story:
Total side yard – 20 feet
Minimum on one side – 10 feet

NOTES:
1. Refer to the City of Ankeny City Code Chapter 192 Zoning Ordinance District Regulations for additional setback restrictions for buildings and accessory structures

GENERAL NOTES

1. Land area : 69.68 acres
2. The north line of the Southeast Quarter of Section 07, Township 80 North, Range 23 West is assumed to bear South 87° 37' 30" East.
3. Zoning : R-1 One - Family Residence District - see bulk regulations table
4. The site lies within Zone AE Regulatory Floodway with areas of special flood hazard with base flood elevations or depth, Zone AE with base flood elevations or depth, Zone A without base elevations or depth, Zone X with areas of 0.2% annual chance flood hazard, and Zone X with areas of minimal flood hazard; all of which as shown on the Flood Insurance Rate Map Community Panel Number 190153 C0205F, with an effective date of February 1, 2019.
5. Outlots T & J will be deeded to the adjacent properties located at 2698 and 2734 NE 18th Street for their private driveways and access.
6. No parcel or outlot will be allowed direct access to NE 18th Street or NE Four Mile Drive except for Outlots T & J, which shall be solely for the use of the residences at 2698 and 2734 NE 18th Street.
7. The purpose for Outlots K, L, M and N are for neighborhood signage. Outlots to be owned and maintained by the Pine Lake Estates Homeowner's Association.
8. Outlots Y and Z to be owned and maintained by the Pine Lake Estates Homeowner's Association.
9. Lots 7A, 8A, 9A, and 12A are not to be developed and to be tied to their corresponding adjacent lots.
10. Proposed utility layouts shown are preliminary and subject to modification with the submittal of Public Improvement Drawings.
11. The Developer is responsible for street lights within the development, along NE 18th Street, and NE Four Mile Drive.
12. The Developer is responsible for any recommendations from the City approved Traffic Impact Study. An overall study will be completed for the entire 194.28 acre Pine Lake Estates development.
13. Fences on Lots adjacent to NE 18th Street shall be setback 20' from the NE 18th Street right-of-way. Fences will be allowed at a 10' setback from the NE 18th Street right-of-way with the condition that two trees are planted between the fence and the NE 18th Street right-of-way

CERTIFICATIONS

LICENSED PROFESSIONAL LAND SURVEYOR
ADAM D. SCHOEPPNER
26306
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: _____ 6/30/23
Name: Adam D. Schoeppner, P.L.S. No. 26306 Date
My license renewal date is December 31, 2023 Date of survey: 11/23/22
Pages or sheets covered by this seal: All Sheets

L

NORTH

150 0 75

SCALE

LINE TABLE

Line #	Direction	Length
L1	N0°20'31"E	215.00'
L1 (R)	S0°03'E	215.0'
L2	N89°39'24"W	267.00'
L2 (R)	N90°0'E	267.0'
L3	S0°20'31"W	130.00'
L4	N89°39'24"W	100.00'
L5	N28°30'36"E	112.96'
L6	S16°42'04"W	88.04'
L7	S69°58'01"E	68.96'
L8	S0°20'36"W	60.00'

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	39.27'	25.00'	89°59'56"	35.35'	S44°39'27"E
C2	39.27'	25.00'	90°00'04"	35.36'	N45°20'33"E
C3	42.80'	330.00'	7°25'49"	42.77'	N39°52'04"E
C4	1078.31'	790.00'	78°12'20"	996.53'	N51°13'57"E
C5	548.59'	1350.00'	23°16'58"	544.82'	S32°40'48"E
C6	116.91'	150.00'	44°39'23"	113.97'	S21°59'35"E
C7	39.27'	25.00'	90°00'00"	35.36'	S24°58'01"E
C8	45.61'	600.00'	4°21'21"	45.60'	S72°08'41"E
C9	37.67'	25.00'	86°20'00"	34.21'	N62°30'39"E
C10	229.15'	765.00'	17°09'46"	228.30'	S10°45'46"W
C11	48.09'	30.00'	91°50'17"	43.10'	S43°44'16"E

WEST 1/4 CORNER OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST FOUND LEAD PLUG WITH TACK (BOOK 16824 PAGE 321)

N89°44'00"W 2583.91'

NORTH LINE OF SW FR'L 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST

I.D.O.T. ACQUISITION
PART OF THE SE 1/4 OF THE FR'L NW 1/4 OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST (WARRANTY DEED - BOOK 13470 PAGE 290)

NW CORNER OF PARCEL G OF THE SE 1/4 OF THE NW FR'L 1/4 AND OF THE NE 1/4 OF THE SW FR'L 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST FOUND 5/8" IR WITH ALUMINUM CAP #11556

NORTH LINE OF PARCEL G

WEST LINE OF THE NE 1/4 OF SECTION 07-TWP 80-RGE 23

L5

S89°44'00"E 318.79'

CENTER CORNER OF SECTION 07-TWP 80 NORTH-RGE 23 WEST FOUND CHISELED "X" ON POINTED STONE (BOOK 9268 PAGE 356)

NORTH LINE OF SE 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST

S89°37'30"E 2638.38'

PARCEL 2023-13 OF NW FR'L 1/4 & WEST 60 ACRES OF SOUTH 1/2 OF NE 1/4 OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST LYING E'LY AND S'LY OF I-35

PART OF PARCEL A

PART OF THE EAST 100 ACRES OF THE NE 1/4 OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST EXCEPT PARCEL A & THE EAST 39 ACRES

PART OF THE EAST 39 ACRES OF THE NE 1/4 OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST EXCEPT PARCEL C

PARCEL C OF THE EAST 39 ACRES OF THE NE 1/4 OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST

EAST 1/4 CORNER OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST FOUND STUBBY NAIL (BOOK 15614 PAGE 44)

PART OF NW 1/4 OF SECTION 08 - TWP 80 NORTH - RGE 23 WEST

R.O.W. VARIES

PARCEL F OF WEST 1/2 OF SW FRL 1/4 & NW FR'L 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST LYING WEST OF I-35

INTERSTATE 35

PARCEL G OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST (PATENT DEED - BOOK 14770 PAGE 301)

N16°48'09"E 1169.76'
1120.01'

WEST R.O.W. LINE OF INTERSTATE 35

EAST R.O.W. LINE OF INTERSTATE 35

EAST LINE OF PARCEL G

EXISTING 50' R.O.W. EASEMENT (BOOK 3 PAGE 75)

25'

58'

EXISTING 58' M.E.C. ELECTRIC LINE EASEMENT (BOOK 10326 PAGE 945)

NORTH 1/2 OF SE 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST

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

WEST LINE OF THE SE 1/4 OF SECTION 07-TWP 80-RGE 23

FOUND R.O.W. RAIL

SOUTH LINE OF PARCEL G

N78°26'41"E 91.49'

C5

C6

N29°32'04"E 284.02'
181.06'

L5 S53°50'50"E 243.84'

C3

S46°25'21"E 219.56'

SOUTH LINE OF NE 1/4 OF SW FR'L 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST

C4

NORTH LINE OF NURSERY DRIVE ESTATES PLAT NO. 1

SOUTH LINE OF NORTH HALF OF SE 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST

S89°39'53"E 657.22'

69.22'
N60°35'03"E

S00°20'07"W 502.13'

50°32'34"W 2640.75'

EAST LINE OF THE SE 1/4 OF SECTION 07-TWP 80-RGE 23

PINE LAKE ESTATES PLAT 1

PARCEL E OF WEST 1/2 OF SW FRL 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST

INTERSTATE 35

EAST R.O.W. LINE OF INTERSTATE 35

N16°56'19"E 474.38'

PART OF OUTLOT X BRIAR CREEK SOUTH PLAT 2

FOUND R.O.W. RAIL
N43°25'57"E 54.23'
FOUND R.O.W. RAIL

N19°12'58"E 399.94'

NW CORNER OF PARCEL B FOUND R.O.W. RAIL

N83°07'24"W 446.12'
S83°31'15"E 446.4' (R)

NORTH LINE OF PARCEL B

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

N16°32'05"W 378.41'
S16°54'00"E 378.0' (R)

EAST LINE OF PARCEL B

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

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

EAST LINE OF THE SW FRL 1/4 OF SECTION 07-TWP 80-RGE 23

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

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

WEST LINE OF NURSERY DRIVE ESTATES PLAT NO. 1

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

EAST LINE OF NURSERY DRIVE ESTATES PLAT NO. 1

S00°20'07"W 80.90'
S04°53'25"W

L6 S69°58'01"E 199.94'

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

WEST 3/4 OF WEST 1/2 OF SW 1/4 OF SECTION 08 - TWP 80 NORTH - RANGE 23 WEST

EXISTING 50' R.O.W. EASEMENT (BOOK 3 PAGE 75)

25'

58'

EXISTING 58' M.E.C. ELECTRIC LINE EASEMENT (BOOK 10538 PAGE 945)

WEST LINE OF NURSERY DRIVE ESTATES PLAT NO. 2

NORTH LINE OF LOTS 1-2 NURSERY DRIVE ESTATES PLAT NO. 2 & NORTH LINE OF LOTS 2-5 NURSERY DRIVE ESTATES PLAT NO. 1

155.00' 155.00' 155.00' 155.00' 155.00' 155.00'

FOUND 1/2" IR WITH YELLOW CAP #1755

N89°41'09"W 930.00'

FOUND 1/2" IR WITH YELLOW CAP #1755

NURSERY DRIVE ESTATES PLAT NO. 2

NURSERY DRIVE ESTATES PLAT NO. 1

S00°20'31"W 326.77'
N0°03'W 327.0' (R)

266.77'

FOUND 1/2" IR WITH YELLOW CAP #1755

FOUND 1/2" IR WITH YELLOW CAP #1755

N00°20'31"E 242.24'

WEST LINE OF LOT 1

NORTH LINE OF LOT 1 NURSERY DRIVE ESTATES PLAT NO. 1

L2 L3 L1

NURSERY DRIVE ESTATES PLAT NO. 1

155.00'

EAST LINE OF LOT 2

C2 C1 L4

285.00' 242.00'

FOUND 5/8" IR

POINT OF BEGINNING

L8

60.00'

SW CORNER OF SECTION 07 - TWP 80 NORTH - RGE 23 WEST FOUND LEAD PLUG (BOOK 12097 PAGE 482)

SOUTH LINE OF SW FRL 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST

EXISTING 33' R.O.W. EASEMENT (BOOK 2 PAGE 526)

33'

N89°42'16"W 2316.62'

N89°42'16"W 575.00'
S89°57'00"W 575.0' (R)

LOT C

SET MAG NAIL

NORTH LINE OF LOT A NURSERY DRIVE ESTATES PLAT NO. 1

N89°39'24"W 1247.00'

N89°39'24"W 495.41'
N90°00'W 1150.4' (R)

N89°39'24"W 654.98'

EXISTING 33' R.O.W. EASEMENT (BOOK 2 PAGE 526)

POINT OF COMMENCEMENT SE CORNER OF SE 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST FOUND STUBBY NAIL (BOOK 18970 PAGE 911)

EXISTING 33' R.O.W. EASEMENT (BOOK 2 PAGE 526)

NE 18TH STREET

50' R.O.W.

LOT A

LOT B

231.82'
N89°39'24"W

OUTLOT X

OUTLOT Z

O.L. Y

O.L. X

60' R.O.W.

SE CORNER OF NURSERY DRIVE ESTATES PLAT NO. 1 SET MAG NAIL

SOUTH LINE OF SE 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST

OUTLOT D GREENWOOD ACRES PLAT 2

NE 18TH STREET

SE CORNER OF PARCEL B SET MAG NAIL

80' R.O.W.

SOUTH QUARTER CORNER OF SECTION 07-TWP 80 NORTH-RGE 23 WEST FOUND STUBBY NAIL (BOOK 11178 PAGE 715)

PART OF LOT 2

PART OF LOT 3

LOT C

LOT A

LOT D

NE FRISK DRIVE

DEER CREEK ESTATES PLAT 2

DEER CREEK ESTATES PLAT 6

NE 17TH STREET

NE PITTSBURG COURT

NE SHILOH COURT

NE DEER CREEK DRIVE

DEER CREEK ESTATES PLAT 5

DEER CREEK ESTATES PLAT 13

NE VICKSBURG DRIVE

NE FOUR MILE DRIVE

DEER CREEK ESTATES PLAT 14

NE HILLSIDE COURT

NE 24TH COURT

LOT 4

LOT 1

GREENWOOD ACRES PLAT 2

EAST LINE OF GREENWOOD ACRES PLAT 2

WEST LINE OF DEER CREEK ESTATES PLAT 6

WEST LINE OF DEER CREEK ESTATES PLAT 13

WEST LINE OF DEER CREEK ESTATES PLAT 14

EAST LINE OF SW 1/4 OF SECTION 08 - TWP 80 NORTH - RANGE 23 WEST

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Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) 6/21/23 - REVISIONS PER CITY OF ANKENY COMMENTS
2) 8/30/23 - REVISIONS PER CITY OF ANKENY COMMENTS
3)
4)
5)
6)
7)

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PROJECT NAME: PINE LAKE ESTATES PLAT 1
PART OF THE SOUTH HALF OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST ANKENY, POLK COUNTY, IOWA

DESCRIPTION: PRELIMINARY PLAT - BOUNDARY

NAI NO.:	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-2
SHEET NO.:	2/11

V:\NAI 2017\Projects 2017\23002\dwg\Preliminary Plat\23002-PP.dwg

NORTH

SCALE 100 0 50

LINE TABLE

Line #	Direction	Length
L1	N0°20'31"E	215.00'
L1 (R)	S0°03'E	215.0'
L2	N89°39'24"W	267.00'
L2 (R)	N90°0'E	267.0'
L3	S0°20'31"W	130.00'
L4	N89°39'24"W	100.00'
L5	N28°30'36"E	112.96'
L6	S16°42'04"W	88.04'
L7	S69°58'01"E	68.96'
L8	S0°20'36"W	60.00'

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	39.27'	25.00'	89°59'56"	35.35'	S44°39'27"E
C2	39.27'	25.00'	90°00'04"	35.36'	N45°20'33"E
C3	42.80'	330.00'	7°25'49"	42.77'	N39°52'04"E
C4	1078.31'	790.00'	78°12'20"	996.53'	N51°13'57"E
C5	548.59'	1350.00'	23°16'58"	544.82'	S32°40'48"E
C6	116.91'	150.00'	44°39'23"	113.97'	S21°59'35"E
C7	39.27'	25.00'	90°00'00"	35.36'	S24°58'01"E
C8	45.61'	600.00'	4°21'21"	45.60'	S72°08'41"E
C9	37.67'	25.00'	86°20'00"	34.21'	N62°30'39"E
C10	229.15'	765.00'	17°09'46"	228.30'	S10°45'46"W
C11	48.09'	30.00'	91°50'17"	43.10'	S43°44'16"E

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NILLES ASSOCIATES

REVISIONS:
1) 6/21/23- REVISIONS PER CITY OF ANKENY COMMENTS
2) 8/24/23 - REVISIONS PER CITY OF ANKENY COMMENTS
3)
4)
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6)
7)

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PROJECT NAME: PINE LAKE ESTATES PLAT 1

DESCRIPTION: PART OF THE SOUTH HALF OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST ANKENY, POLK COUNTY, IOWA

PRELIMINARY PLAT - OVERALL

NAI NO.	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-3
SHEET NO.:	3 / 11

V:\NAI 2017\Projects 2017\23002\dwg\Preliminary Plat\23002-PP.dwg

NORTH

SCALE 40 0 20

PARCEL F OF WEST 1/2 OF SW FRL 1/4 & NW FRL 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST LYING WEST OF I-35

PARCEL E OF WEST 1/2 OF SW FRL 1/4 OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST

WEST R.O.W. LINE OF INTERSTATE 35

EAST R.O.W. LINE OF INTERSTATE 35

INTERSTATE 35 (R.O.W. VARIES)

FOUND R.O.W. RAIL

1 27,435 Sq. Ft. 0.63 Acres

2 21,937 Sq. Ft. 0.50 Acres

3 19,929 Sq. Ft. 0.46 Acres

4 20,835 Sq. Ft. 0.48 Acres

5 24,930 Sq. Ft. 0.57 Acres

6 29,418 Sq. Ft. 0.68 Acres

83 23,230 Sq. Ft. 0.53 Acres

82 23,255 Sq. Ft. 0.53 Acres

71 22,735 Sq. Ft. 0.52 Acres

72 21,645 Sq. Ft. 0.50 Acres

OUTLOT Y 608,923 Sq. Ft. 13.98 Acres

OUTLOT Z 48,126 Sq. Ft. 1.10 Acres

NE 19TH STREET

NE FRISK DRIVE STREET LOT A

STREET LOT A NE 19TH STREET

60' R.O.W.

60' TEMPORARY INFRASTRUCTURE EASEMENT

TEMPORARY GRAVEL TURN-AROUND

PRIVATE 8' SIDEWALK

8' SIDEWALK ALONG OUTLOT Y TO BE MAINTAINED BY ASSOCIATION

S.W.M.F.C. OVERALL OF OUTLOT Y

S.W.M.F.C. OVERALL OF OUTLOT Z

FEMA ZONE A

FEMA ZONE AE

FEMA ZONE X

FEMA ZONE A_3

NORMAL POOL ELEV-916.5'

100-YEAR ELEV-921.7'

EXISTING 10' E.E. (BOOK 997 PAGE 169)

EXISTING 10' E.E. (BOOK 3937 PAGE 169)

10' P.U.E.

5' P.U.E.

7' G.E.

30' S.S.E.

15" SS

8" SS

** SEE SHEET PP - 5 **

** SEE SHEET PP - 7 **

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REVISIONS:
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PROJECT NAME: PINE LAKE ESTATES PLAT 1

DESCRIPTION: PART OF THE SOUTH HALF OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST ANKENY, POLK COUNTY, IOWA

PRELIMINARY PLAT

NAI NO.	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-4
SHEET NO.:	4 / 11

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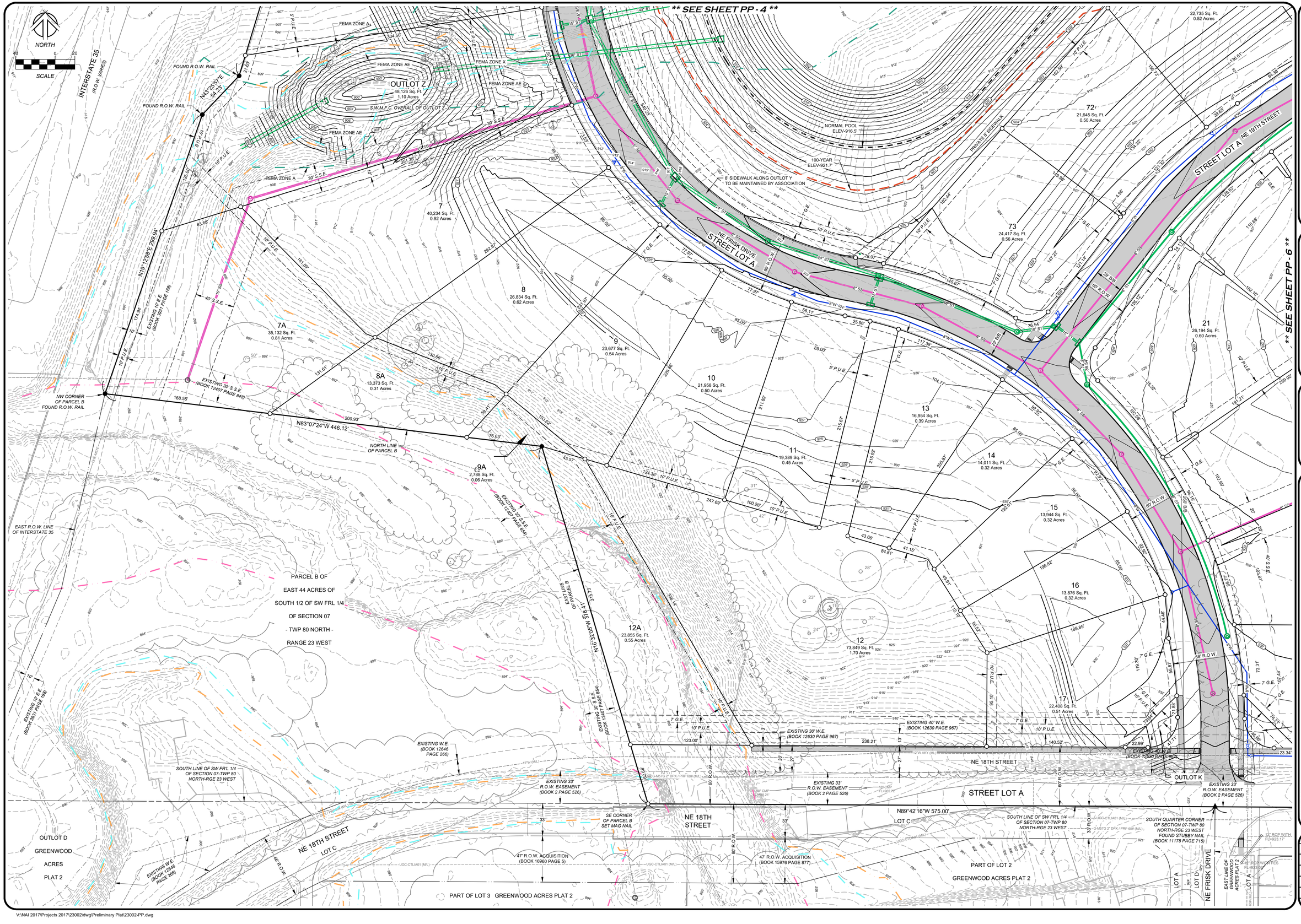

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Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) 6/21/23 - REVISIONS PER CITY OF ANKENY COMMENTS
2) 8/04/23 - REVISIONS PER CITY OF ANKENY COMMENTS
3)
4)
5)
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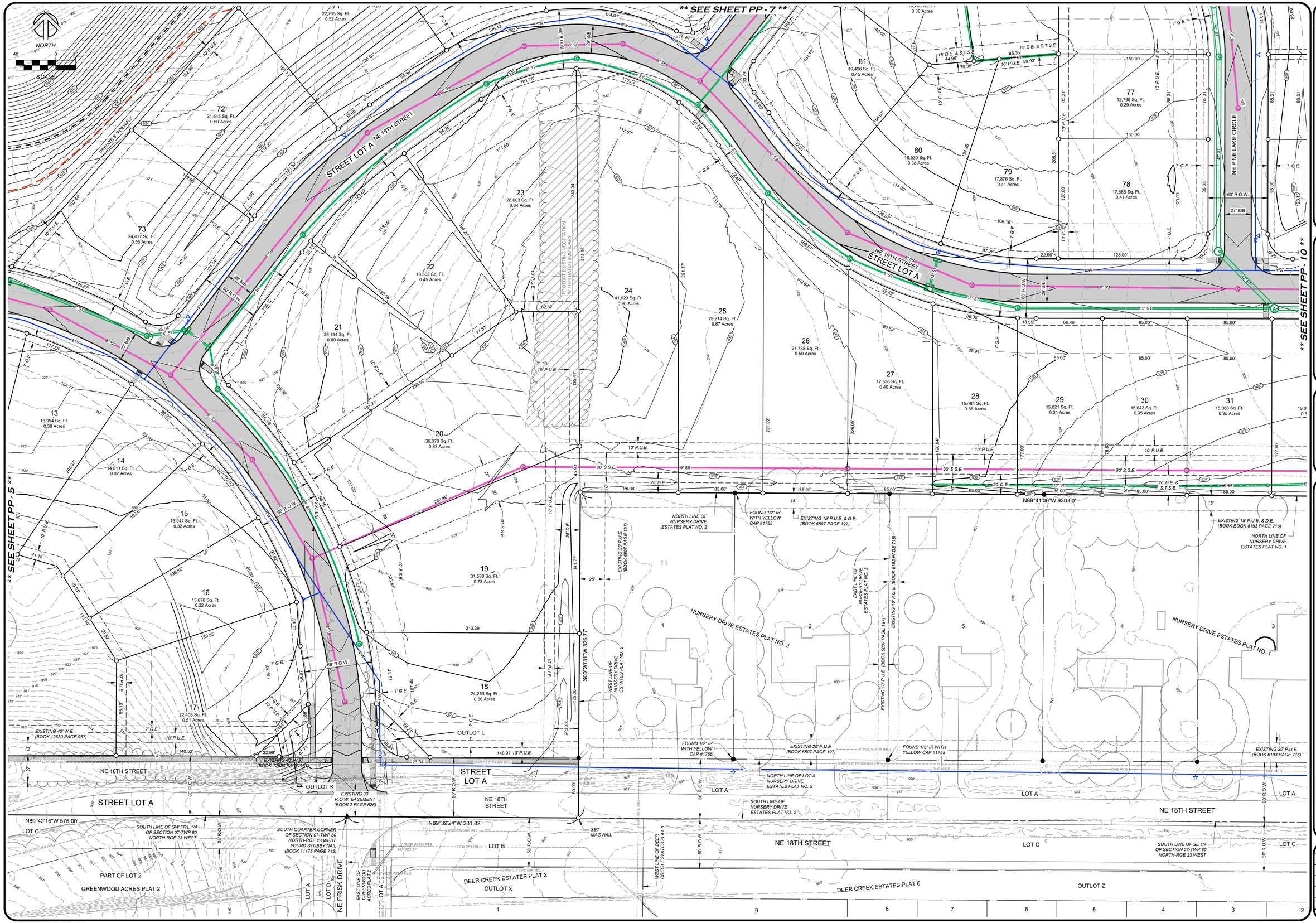
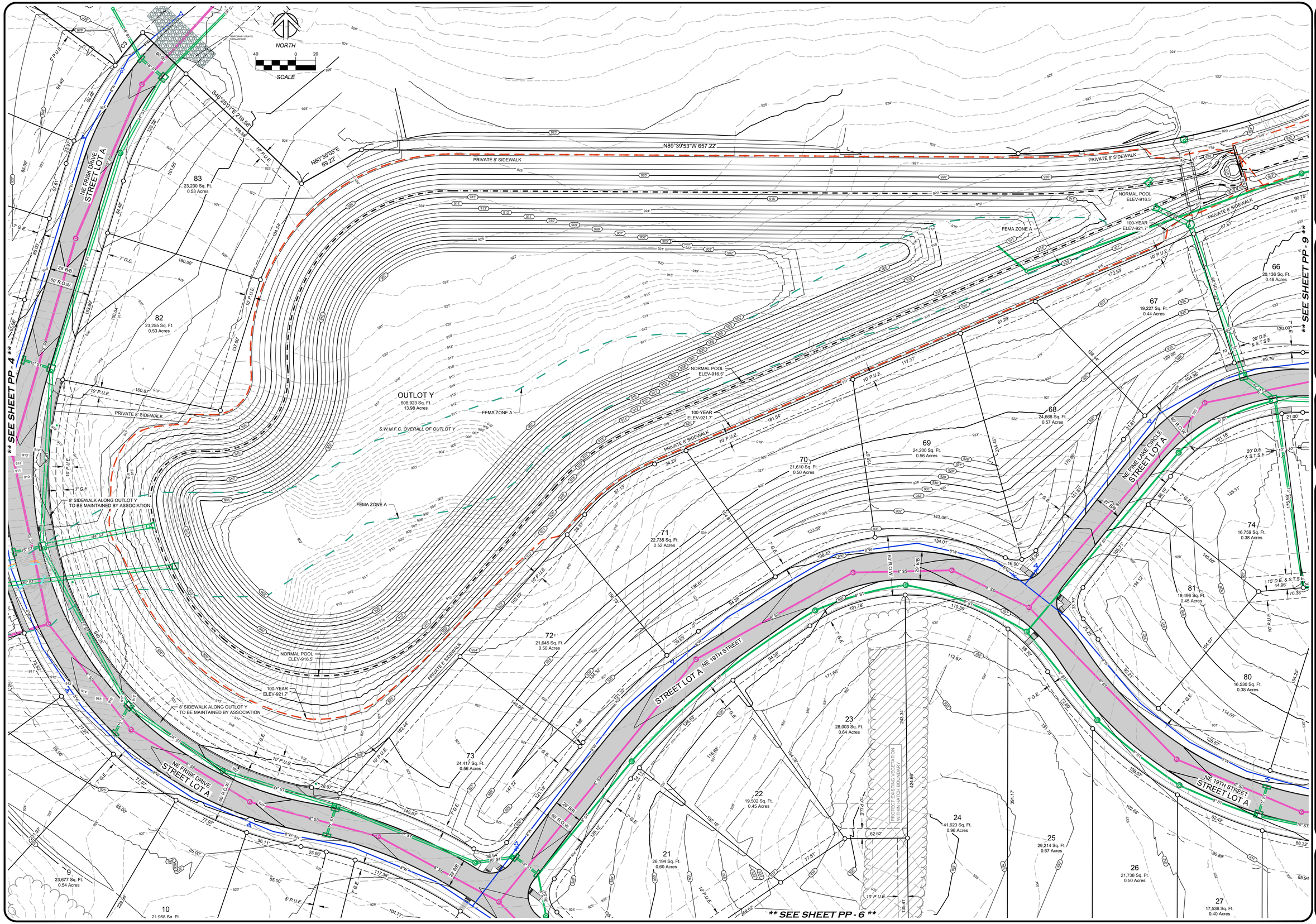
PROJECT NAME:
PINE LAKE ESTATES PLAT 1
PART OF THE SOUTH HALF OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST ANKENY, POLK COUNTY, IOWA

DESCRIPTION:
PRELIMINARY PLAT

NAI NO.:	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-5
SHEET NO.:	5 /11

V:\NAI 2017\Projects 2017\23002\dwg\Preliminary Plat\23002-PP.dwg


** SEE SHEET PP - 7 **
NORTH
SCALE
40 0 80
STREET LOT A
NE 19TH STREET
NE 19TH STREET
STREET LOT A
NE PINE LAKE CIRCLE
** SEE SHEET PP- 10 **
** SEE SHEET PP - 5 **
PRIVATE E SIDEWALK
PROTECT EXISTING VEGETATION WITHIN HATCH BOUNDARY
72 21,645 Sq. Ft. 0.50 Acres
73 24,417 Sq. Ft. 0.56 Acres
22,735 Sq. Ft. 0.52 Acres
23 28,003 Sq. Ft. 0.64 Acres
22 19,502 Sq. Ft. 0.45 Acres
24 41,623 Sq. Ft. 0.96 Acres
25 29,214 Sq. Ft. 0.67 Acres
21 26,194 Sq. Ft. 0.60 Acres
26 21,738 Sq. Ft. 0.50 Acres
27 17,536 Sq. Ft. 0.40 Acres
28 15,484 Sq. Ft. 0.36 Acres
29 15,021 Sq. Ft. 0.34 Acres
30 15,042 Sq. Ft. 0.35 Acres
31 15,066 Sq. Ft. 0.35 Acres
0.38 Acres
81 19,496 Sq. Ft. 0.45 Acres
80 16,530 Sq. Ft. 0.38 Acres
79 17,876 Sq. Ft. 0.41 Acres
78 17,865 Sq. Ft. 0.41 Acres
77 12,796 Sq. Ft. 0.29 Acres
13 16,954 Sq. Ft. 0.39 Acres
14 14,011 Sq. Ft. 0.32 Acres
15 13,944 Sq. Ft. 0.32 Acres
16 13,876 Sq. Ft. 0.32 Acres
17 22,408 Sq. Ft. 0.51 Acres
18 24,253 Sq. Ft. 0.56 Acres
19 31,588 Sq. Ft. 0.73 Acres
20 36,370 Sq. Ft. 0.83 Acres
OUTLOT K
OUTLOT L
OUTLOT X
OUTLOT Z
NE 18TH STREET
STREET LOT A
NE 18TH STREET
NE 18TH STREET
NE 18TH STREET
NE FRISK DRIVE
N89°42'16"W 575.00'
N89°39'24"W 231.82'
N89°41'09"W 930.00'
S00°20'31"W 326.77'
NURSERY DRIVE ESTATES PLAT NO. 2
NURSERY DRIVE ESTATES PLAT NO. 1
DEER CREEK ESTATES PLAT 2
DEER CREEK ESTATES PLAT 6
GREENWOOD ACRES PLAT 2
PART OF LOT 2
EXISTING 40' W.E. (BOOK 12630 PAGE 967)
EXISTING 33' R.O.W. EASEMENT (BOOK 2 PAGE 526)
SOUTH LINE OF SW FR'L 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST
SOUTH QUARTER CORNER OF SECTION 07-TWP 80 NORTH-RGE 23 WEST FOUND STUBBY NAIL (BOOK 11178 PAGE 715)
SET MAG NAIL
FOUND 1/2" IR WITH YELLOW CAP #1755
EXISTING 15' P.U.E. & D.E. (BOOK 6807 PAGE 197)
EXISTING 25' P.U.E. (BOOK 6807 PAGE 197)
EXISTING 20' P.U.E. (BOOK 6807 PAGE 197)
EXISTING 10' P.U.E. (BOOK 6807 PAGE 197)
EXISTING 15' P.U.E. & D.E. (BOOK 6193 PAGE 716)
EXISTING 20' P.U.E. (BOOK 6193 PAGE 716)
NORTH LINE OF NURSERY DRIVE ESTATES PLAT NO. 2
NORTH LINE OF NURSERY DRIVE ESTATES PLAT NO. 1
EAST LINE OF NURSERY DRIVE ESTATES PLAT NO. 2
WEST LINE OF NURSERY DRIVE ESTATES PLAT NO. 2
NORTH LINE OF LOT A NURSERY DRIVE ESTATES PLAT NO. 2
SOUTH LINE OF NURSERY DRIVE ESTATES PLAT NO. 2
SOUTH LINE OF SE 1/4 OF SECTION 07-TWP 80 NORTH-RGE 23 WEST
WEST LINE OF DEER CREEK ESTATES PLAT 6
EAST LINE OF GREENWOOD ACRES PLAT 2
LOT A
LOT B
LOT C
LOT D
LOT A
LOT A
LOT A
LOT C
60' R.O.W.
66' R.O.W.
50' R.O.W.
38' R.O.W.
29' B/B
27' B/B
25' B/B
8" SS
8" ST
15" ST
6" SS
8" W
12" W AKY (ML)
6" PVC W SPR (ML)
G-M570 2" PX 608 (ML)
UGC-CTLIA01 (ML)
OHE-MSTE
10' P.U.E.
7' G.E.
15' D.E. & S.T.S.E.
10' P.U.E. 59.93'
30' S.S.E.
20' D.E.
20' D.E. & S.T.S.E.
40' S.S.E.
25' D.E.
15' P.U.E. & D.E.
EXISTING 33' R.O.W. EASEMENT (BOOK 2 PAGE 526)
EXISTING 40' W.E. (BOOK 12630 PAGE 967)
EXISTING 60' R.O.W.
EXISTING 66' R.O.W.
EXISTING 68' R.O.W.
1/2" RCP WITH YELLOW CAP #1755 FL=923.17'
1/2" RCP WITH YELLOW CAP #1755 FL=926.39'
1/2" RCP WITH YELLOW CAP #1755
1/2" RCP WITH YELLOW CAP #1755
1/2" RCP WITH YELLOW CAP #1755



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Landscape Architecture

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REVISIONS:
1) 6/21/23 - REVISIONS PER CITY OF ANKENY COMMENTS
2) 7/20/23 - REVISIONS PER CITY OF ANKENY COMMENTS
3)
4)
5)
6)
7)

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PROJECT NAME:
PINE LAKE ESTATES PLAT 1
PART OF THE SOUTH HALF OF SECTION 07 - TYP 80 NORTH - RANGE 23 WEST - ANKENY, POLK COUNTY, IOWA

DESCRIPTION:
PRELIMINARY PLAT

NAI NO.:	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-7
SHEET NO.:	7 / 11

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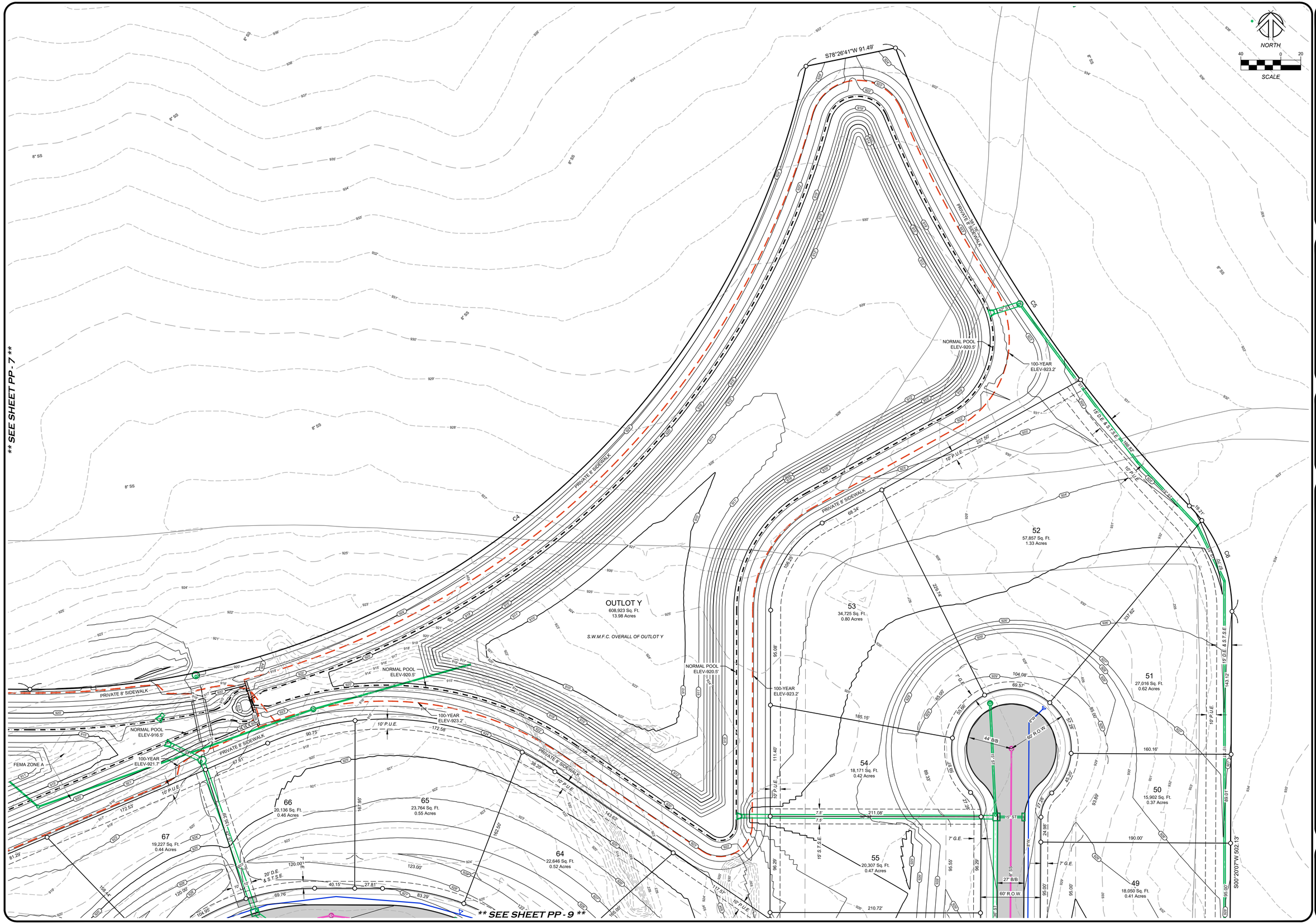

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PROJECT NAME:
PINE LAKE ESTATES PLAT 1
PART OF THE SOUTH HALF OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST ANKENY, POLK COUNTY, IOWA

DESCRIPTION:
PRELIMINARY PLAT

NAI NO.:	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-8
SHEET NO.:	8 / 11

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** SEE SHEET PP - 8 **

** SEE SHEET PP - 7 **

** SEE SHEET PP - 10 **

NORTH

SCALE 40 0 20

OUTLOT Y
608,923 Sq. Ft.
13.98 Acres

NE PINE LAKE CIRCLE

NE PONDVIEW COURT

STREET LOT A

60' R.O.W.

27' B/B

NORMAL POOL ELEV-920.5'

100-YEAR ELEV-923.2'

PRIVATE 6' SIDEWALK

10' P.U.E.

15' D.E. & S.T.S.E.

20' D.E. & S.T.S.E.

7' G.E.

6" SS

8" SS

Lot	Sq. Ft.	Acres
46	22,233	0.51
47	18,041	0.41
48	18,050	0.41
49	18,050	0.41
50	15,902	0.37
51	27,016	0.62
52	57,857	1.33
53	34,725	0.80
54	18,171	0.42
55	20,307	0.47
56	20,001	0.46
57	19,968	0.46
58	20,959	0.48
59	24,266	0.56
60	19,065	0.44
61	13,649	0.31
62	16,893	0.39
63	24,806	0.57
64	22,646	0.52
65	23,764	0.55
66	20,136	0.46
74	16,759	0.38
75	16,524	0.38
76	19,148	0.44
77	12,796	0.29
78	17,865	0.41
79	17,876	0.41
80	16,530	0.38

60' TEMPORARY INFRASTRUCTURE EASEMENT

NILLES ASSOCIATES
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PART OF THE SOUTH HALF OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST - ANKENY, POLK COUNTY, IOWA

DESCRIPTION:
PRELIMINARY PLAT

NAI NO.:	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-9
SHEET NO.:	9/11

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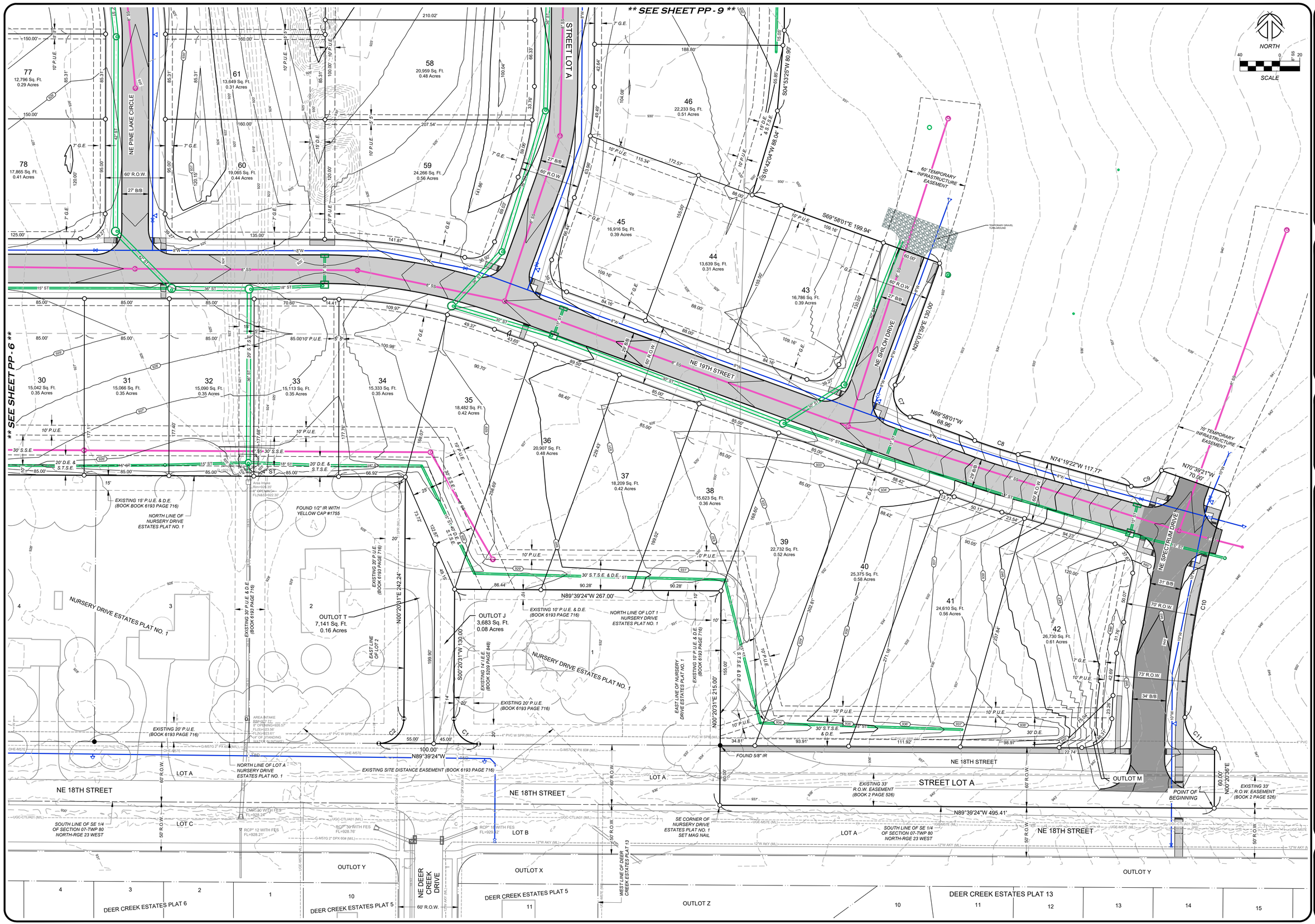

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NORTH

100 0 50

SCALE

INTERSTATE 35

W AKY (M/L)

TEMPORARY GRAVEL TURN-AROUND

250' HYDRANT RADIUS

OUTLOT Y

OUTLOT Z

NE PINE LAKE CIRCLE

NE PONDVIEW COURT

NE 19TH STREET

NE FRISK DRIVE

STREET LOT A

NE SHILOH DRIVE

NE SPECTRUM DRIVE

NE 18TH STREET

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

NURSERY DRIVE

ESTATES PLAT NO. 2

NURSERY DRIVE ESTATES PLAT NO. 1

OUTLOT D GREENWOOD ACRES PLAT 2

LOT A

LOT B

LOT C

LOT D

OUTLOT X

O.L. X

O.L. Y

PART OF LOT 2

PART OF LOT 3

LOT 1

LOT 4

GREENWOOD ACRES PLAT 2

DEER CREEK ESTATES PLAT 2

DEER CREEK ESTATES PLAT 5

DEER CREEK ESTATES PLAT 6

DEER CREEK ESTATES PLAT 13

NE 17TH STREET

NE DEER CREEK DRIVE

12"W AKY (M/L)

6" PVC W SPR (M/L)

4" PVC W SPR (M/L)

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PROJECT NAME:
PINE LAKE ESTATES PLAT 1

DESCRIPTION:
PART OF THE SOUTH HALF OF SECTION 07 - TWP 80 NORTH - RANGE 23 WEST ANKENY, POLK COUNTY, IOWA

WATER HYDRANT RADIUS MAP

NAI NO.:	22011
DATE:	6/30/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	PP-11
SHEET NO.:	11/11

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.

BUSINESS ITEMS
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).

Plan and Zoning Commission
Staff Report

Meeting Date: July 18, 2023

Agenda Item: Pine Lake Estates Plat 1 – Preliminary Plat
Report Date: July 12, 2023
Prepared By: Laura Hutzell EJC
Associate Planner

Staff Recommendation:

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 street named NE Pine Lake Circle and NE Pondview Court.

Project Summary:

The Pine Lake Estates Plat 1 Preliminary Plat is a proposed 69.68-acre (+/-) preliminary plat considered to be the first phase of a multi-phase residential development project encompassing a total of 198 acres (+/-). This preliminary plat is generally located east of Interstate 35 and north of NE 18th Street and includes 83 buildable lots and four additional lots that lie within a flood hazard area; all of which are zoned R-1, Single Family Residential. The lots that lie within the floodplain will be tied to their corresponding adjacent lot to ensure they are not sold separately. The preliminary plat also includes two outlots for stormwater, and three for signage. Outlots T and J will be deeded to the adjacent property owners solely for the use of the residences at 2698 and 2734 NE 18th Street. Public streets are proposed, along with public sanitary sewer, water main, and storm sewer. A parkland dedication agreement will be required with the final plat.

This preliminary plat lies within an area of a pending annexation. The City Development Board approved this annexation on April 12, 2023, however an appeal was then filed within 30 days. On June 14, 2023 the City Development Board approved the annexation to continue to move forward and be recorded during the ongoing appeal.

Project Report:

Streets: The preliminary plat includes the addition of new public streets NE Pine Lake Circle and NE Pond View CT, as well as NE Frisk Drive, NE Shiloh Drive, NE Spectrum Drive, and NE 19th Street, which will be deeded to the city during the final platting process. There will be sidewalk cost share for the trail on the east side of NE Spectrum Drive.

The subject development will be primarily accessed off of NW 18th Street via NE Frisk Drive to the west, and NE Spectrum Dive to the east. NE 19th street will provide east/west access between these two streets, allowing further connections north to NE Pine Lake Circle and NE Pondview Court. Future access to the northeast will be provided via NE Shiloh Drive.

Water: Service for the development will stem from a 12" water main installed along NE 18th Street. 8" mains will be extended throughout the development with the exception of a 10" main along NE Spectrum Drive. Water service will also be extended to the existing property owners along NE 18th Street as an 8" line will be installed along the NE 18th Street ROW and service stubs installed for future connection.

Sewer: A 36-inch sanitary trunk main exists in the southwest corner of this development. A 15" sewer main will connect to the 36" existing line running north through the development and NE Frisk Drive. The 15" sanitary line will have a cost share amount associated with it. 8" lines will serve the remaining lots through the Pine Lake Plat 1 area.

Drainage: Stormwater in this area generally flows from east to west. Required detention for Plat 1 will occur in Outlot Y. The area lies within the Middle Fourmile Creek Subwatershed.

Parkland: Parkland for this development is currently being discussed. A park site dedication agreement will be required with the final plat. The City's Parks Department is having ongoing discussions for park land to be dedicated with a future phase for residents north of this area.

CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE

NILLES ASSOCIATES

July 18, 2023

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

RE: Pine Lake Estates Plat 1 – Approval Letter

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

On behalf DRA Properties, LC, we are submitting the enclosed Preliminary Plat for Pine Lake Estates Plat 1. The project is located along the east side Interstate 35, west of NE Four Mile Drive and north of NE 18th Street. The property consists of 69.68 acres and has been approved for annexation into the City of Ankeny. The property is currently zoned R-1.

The preliminary plat proposes 83 single family lots ranging from 0.31 to 1.33 acres in size. Public streets are proposed along with public sanitary sewer, water main, and storm sewer. Stormwater detention will be provided in a large pond located on Outlot Y.

We respectfully request the City's review and approval of this Preliminary Plat to allow the project to proceed. If you should have any questions or require any additional information, please feel free to contact me to discuss such items further. Thank you very much for your time and consideration.

Sincerely,

Adam Schoeppner

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.

N

1 inch = 515 feet

Date: 7/12/2023

Pine Lake Estates Plat 1 - Preliminary Plat
Aerial Map

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** receiving and filing application for the annexation of, and providing for the giving of notice for annexation of certain territory located adjacent to the northeast quadrant of Ankeny.

EXECUTIVE SUMMARY:

The owners of 11 parcels have requested annexation to the City of Ankeny. The land area petitioned for annexation is 345.63 acres. The proposed annexation area, including non-petitioned parcels, contains 422.15 acres overall. The proposed annexation area is located in the northeast portion of the City and generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Staff Report
Annexation Applications
Annexation Map
Aerial Map

RESOLUTION

A RESOLUTION INITIATING THE ANNEXATION OF, AND PROVIDING FOR THE GIVING OF NOTICE AND THE FILING OF AN APPLICATION FOR ANNEXATION OF CERTAIN TERRITORY LOCATED ADJACENT TO THE NORTHEAST QUADRANT OF ANKENY

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

LEGAL DESCRIPTION:

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. (Owner(s): RICHARD R & STACEY MARTIN),

AND:

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): NORTHSTAR LTD)

AND;

OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): HOPE KIMBERLEY LLC)

AND;

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1219.26 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00" EAST, A DISTANCE OF 183.43 FEET; THENCE N82°24'19" EAST, A DISTANCE OF 502.50 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 298.17 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 315.89 FEET; THENCE S00°40'00" WEST, A DISTANCE OF 391.00 FEET; THENCE S89°00'47" WEST, A DISTANCE OF 993.01 FEET (PREVIOUSLY DESCRIBED AS 993.22 FEET) TO THE POINT OF BEGINNING. (Owner(s): GENE C HILDRETH JR)

AND;

ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): DRA PROPERTIES LC)

AND;

THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 19 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. (Owner(s): A BYRON GUSTAFSON)

AND;

THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

AND;

THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): LINNEMEYER TRUST, KELLI K & BRAIN K LINNEMEYER)

LAYMAN'S DESCRIPTION

Approximately 345.63 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

WHEREAS, Section 368.7, Code of Iowa, provides that cities may, in connection with an application for voluntary annexation, annex up to 20% of the total of the property to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The titleholders to the properties described above, have filed applications pursuant to Section 368.7 and the City has determined, in conjunction with the application, to exercise its authority to annex additional territory from non-consenting owners in order to avoid the creation of islands or to create a more uniform boundary. The following described property is additional territory to be annexed from non- consenting property owners:

LEGAL DESCRIPTION:

EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. (Owner(s): JASON & LINDA WATTONVILLE)
AND;
LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): GRANT T & JODI GOLDSBERRY)
AND;
LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): TIMOTHY A & PATRICIA R VOGEL)
AND;
LOT 2 Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)
AND;
OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. (Owner(s): JEREMY & TERESA NEFZGER)
AND;
LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA (Owner(s): DENNIS M GIBSON)
AND;
OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA (Owner(s): DENNIS M GIBSON)
AND;
ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. (Owner(s): BOBBY R MASON JR & VALERIA J MASON)

LAYMAN'S DESCRIPTION:

Approximately 76.52 acres (+/-) of land adjacent to the northeast quadrant of Ankeny and generally located north of NE 126th Avenue, west of NE Delaware Avenue and East of N Ankeny Boulevard.

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, as follows:

1. That the application for the proposed annexation area is hereby received and filed.
2. That copies of said application shall be referred to the Plan & Zoning Commission of the City for its review and recommendation.
3. That a consultation meeting with the affected townships and the County Board of Supervisors will be at 10:00 am on August 24, 2023, in the Public Services Building, 1210 NW Prairie Ridge Drive, Conference Room C.

DATED at Ankeny, Iowa, this 8th day of August 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

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City Council
Staff Report

Meeting Date: August 7, 2023

Agenda Item: Hope Kimberley 2.0 Annexation
Report Date: August 3, 2023 EJC
Prepared by: Jake Heil
Associate Planner

Discussion:

The owners of 11 parcels have requested annexation to the City of Ankeny. The land area petitioned for annexation is 345.63 acres. The proposed annexation area, including non-petitioned parcels, contains 422.15 acres overall. The proposed annexation area is located in the northeast portion of the City and generally located north of NE 126th Avenue, west of NE Delaware Avenue and east of N Ankeny Boulevard. There are 8 parcels of land within the proposed annexation area that have not petitioned at this time. If petitions are not received for these parcels, the Code of Iowa allows cities to annex up to 20% of the total land area to be annexed from non-consenting owners in order to avoid the creation of islands or to create more uniform boundaries. The proposed annexation area is also within two miles of the Cities of Alleman and Elkhart.

The annexation area is currently identified in the Comprehensive Plan as primarily Low Density Residential with an area of Medium Density Residential and Neighborhood Mixed Use located in the northwest corner of the NE 126th Avenue and NE Delaware Avenue intersection. The five most northern parcels of this annexation are outside of the current Future Land Use Plan in the Ankeny 2040 Comprehensive Plan. If the property is annexed, it will be initially zoned R-1, One-Family Residence District, consistent with all property newly annexed into the City of Ankeny. A map has been included to show the annexation area in relation to the Ankeny City limits.

RECEIVED

NOV 18 2022

CITY OF ANKENY

city of Ankeny

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ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned ~~North~~ 4 Parcels totaling approx. 100.51 Acres located North of NE 126th Street between HWY 69 & NE Delaware Ave.

Legal Description *(if necessary, provide attachment)* Outlot X Four Mile Four (Parcel # 250/00514/506/000) in Polk County; and ~~Ex~~ E 8A S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (Parcel # 250/00314-001-000) in Polk County; and ~~E~~ E 8A S 1/2 SE 1/4 NW 1/4 SEC 25-81-24 (Parcel # 250/00314-002-000) in Polk County; and S 1/2 SW 1/4 NE 1/4 SEC 25-81-24 (Parcel # 250-00311-006-000).

Property Owner(s): Hope Kimberley, LLC

Address: 2785 N. Ankeny Blvd. Suite 22 Ankeny, IA 50023

Address:

Phone #: 515-963-8335

Signed by: William Kimberley, Manager **Date:** 11-16-2022

***Property Owner Signature** **

William Kimberley, Manager

Name (Print/Type)

Date:

Property Owners Signature

Name (Print/Type)

Date:

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 16 day of November, 20 22, before me, a Notary Public in and for Polk County, personally appeared William Kimberley, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

(Notary Stamp)

JORDAN JAMES KRAMER
Commission Number 805723
My Commission Expires
August 04, 2023

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact William Kimberley

Address: 2785 N. Ankeny Blvd Suite 22 Ankeny, IA 50023

Phone #: 515-208-2101 or 515-963-8335

Signed by: William Kimberley **Date:** 11-16-2022

Applicant/Contact

William Kimberley

Name (Print/Type)

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

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

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

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

CONSENT AND MINUTES IN LIEU OF THE FIRST ORGANIZATIONAL MEETING OF THE MEMBERS OF HOPE KIMBERLEY, L.L.C.

WHEREAS, the undersigned Members of Hope Kimberley, L.L.C., an Iowa limited liability company (the "Company"), desire that the action described in the following resolutions shall be taken;

NOW, THEREFORE, the undersigned, being all of the Members of Hope Kimberley, L.L.C., hereby consent to the taking of the action expressed in the following resolutions and hereby adopt the same, all as of the date hereof.

BE IT RESOLVED, that the Operating Agreement of the government of the Company, submitted to and reviewed by the Members, is hereby adopted as the Operating Agreement of the Company.

BE IT RESOLVED, that William B. Kimberley and Reza Kargarzadeh are each appointed as a Manager of the Company and shall serve in that capacity until successors are elected in accordance with the Operating Agreement.

BE IT RESOLVED, That the following persons are appointed to the offices designated below until their successors are duly elected and have qualified, or they are otherwise removed in accordance with the provisions of the Company's Operating Agreement:

Name:	Office:
Reza Kargarzadeh	President
William B. Kimberley	Vice-President
Jenna Kimberley	Vice-President
Tim Day	Secretary
Jordan Kramer	Treasurer
Vern Boersma	Vice-President

In connection with these positions, the above-named persons shall have authority to execute documents on behalf of the Company solely as to the following: signing checks, agreements to purchase land for development, and deeds and other customary closing documents as part of the Company's acquisition or disposition of land to the extent such authority is in accordance with the provisions of the Company's Operating Agreement.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE]

Dated as of the 14th day of July, 2021.

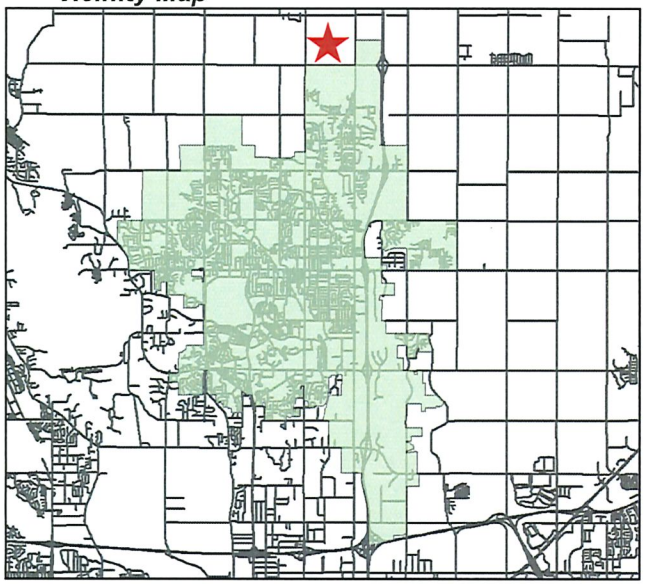
RAINWATER INVESTMENTS, L.L.C., Member

By: William B. Kimberley, Manager

HOPE DEVELOPMENT & REALTY, LLC, Member

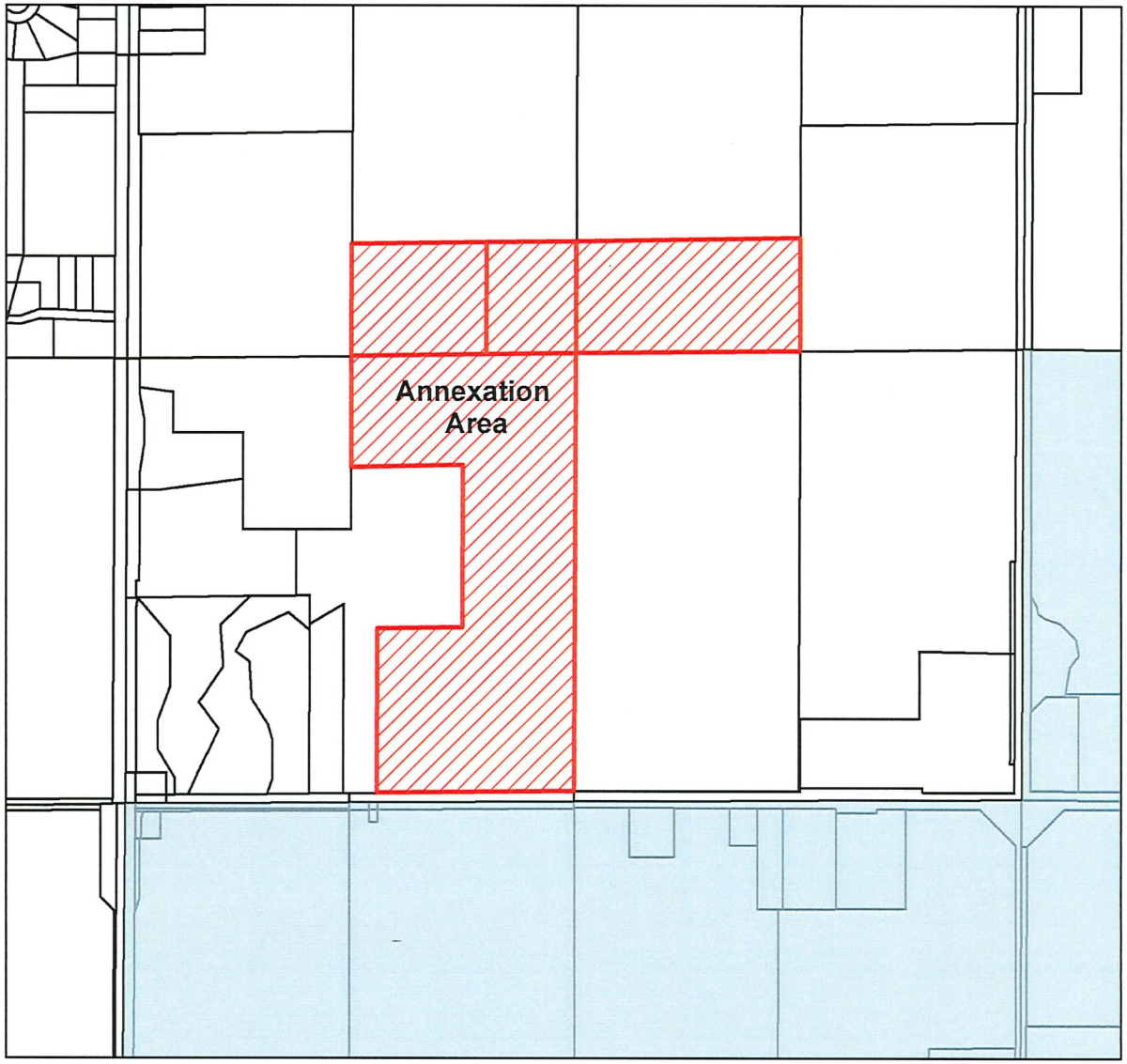
By: Reza Kargarzadeh, Manager

Vicinity Map



LEGAL DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1219.26 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00" EAST, A DISTANCE OF 183.43 FEET; THENCE N82°24'19" EAST, A DISTANCE OF 502.50 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 298.17 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 315.89 FEET; THENCE S00°40'00" WEST, A DISTANCE OF 391.00 FEET; THENCE S89°00'47" WEST, A DISTANCE OF 993.01 FEET (PREVIOUSLY DESCRIBED AS 993.22 FEET) TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00514-506-000
250/00314-001-000
250/00314-002-000
250/00311-000-000

Property Owners: Hope Kimberley LLC

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

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ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned **East side of Highway 69 near near NE 126th Avenue in Polk County, Iowa**

Legal Description *(if necessary, provide attachment)* Southwest 1/4 of the Northwest 1/4 of Section 25-81N-24W

Property Owner(s): BK Linnemeyer Trust; Brian K. Linnemeyer Trustee, Kelli K. Linnemeyer Trustee

Address: 14205 G36 Highway

Address: Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by: _____ **Date:** 12-7-2022
Property Owner Signature*
Brian K. Linnemeyer
Name (Print/Type)

_____ **Date:** 12-7-2022
Property Owners Signature
Kelli K. Linnemeyer
Name (Print/Type)

_____ **Date:** _____
Property Owners Signature

_____
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me, a Notary Public in and for Polk County, personally appeared Brian K. Linnemeyer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa
Brenda Fuglsang

(Notary Stamp) NOTARIAL SEAL IOWA
BRENDA FUGLSANG
Commission Number 745861
My Commission Expires
May 12, 2025

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me, a Notary Public in and for Polk County, personally appeared Kelli K. Linnemeyer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa
Brenda Fuglsang

(Notary Stamp) NOTARIAL SEAL IOWA
BRENDA FUGLSANG
Commission Number 745861
My Commission Expires
May 12, 2025

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact Brian K. Linnemeyer

Address: 14205 G36 Highway Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by: _____ **Date:** 12-7-2022

Applicant/Contact

Brian K. Linnemeyer

Name (Print/Type)

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

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

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

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

CERTIFICATE OF TRUST EXISTENCE
BK LINNEMYER TRUST

The undersigned **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** do hereby state and depose as follows:

1. The Grantors of this Trust are **Brian K. Linnemeyer** and **Kelli K. Linnemeyer**.
2. The Trust is revocable by the Grantors.
3. The undersigned, **Brian K. Linnemeyer and Kelli K. Linnemeyer** are the Trustees for BK Linnemeyer Trust under agreement dated 4-20-2020, 2020. The Grantors are Trustee Appointers and at any time may appoint any one or more additional Trustees.
   a. **Brian K. Linnemeyer** or **Kelli K. Linnemeyer** may serve as sole Trustee or jointly with either **Gracie M. Mueller** and **Hannah C. Linnemeyer**.
   b. In the event that neither **Brian K. Linnemeyer** nor **Hannah C. Linnemeyer** is able or to serve as Successor Co-Trustee, then **Gracie M. Mueller** and **Hannah C. Linnemeyer** shall serve as Successor Co-Trustees. If either **Gracie M. Mueller or Hannah C. Linnemeyer** are unable to serve, either **Gracie M. Mueller or Hannah C. Linnemeyer** shall serve as successor sole trustee.
4. Title to assets held in this Trust shall be titled as **BK LINNEMEYER Trust** and any amendments thereto.
5. Any alternative description shall be effective to title assets in the name of the Trust or to designate the Trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the Trust.
6. Excerpts from the Trust Agreement that establish the Trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee(s) include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
7. **The terms of the Trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.**
8. Said Trust has been in existence since its creation on April 20, 2020 and continues to be held and administered by Trustee(s) in accordance with the terms and provisions of said Trust Agreement and has not been revoked, modified, or amended in any manner which would cause the representations to be incorrect.
9. Said Trust is not under continuing court supervision pursuant to Iowa Code §633.10(4).

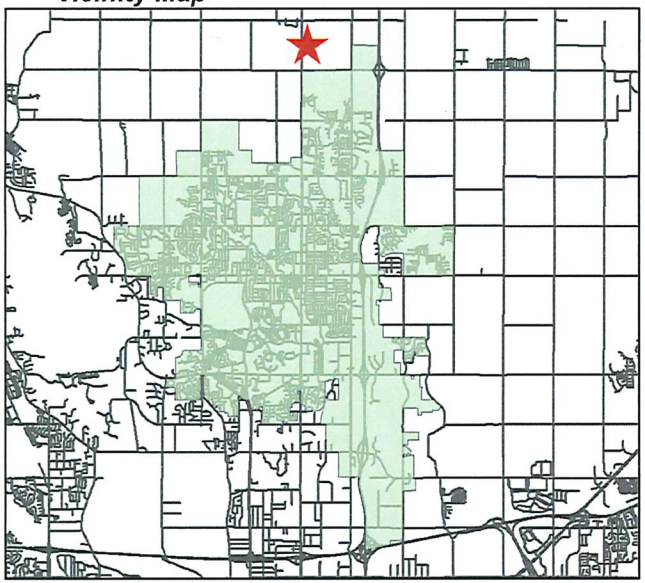
We declare the foregoing statements to be true and correct under penalty of perjury.

IN WITNESS WHEREOF we have signed this Certificate of Trust Existence on April 20, 2020 at Altoona, Iowa.

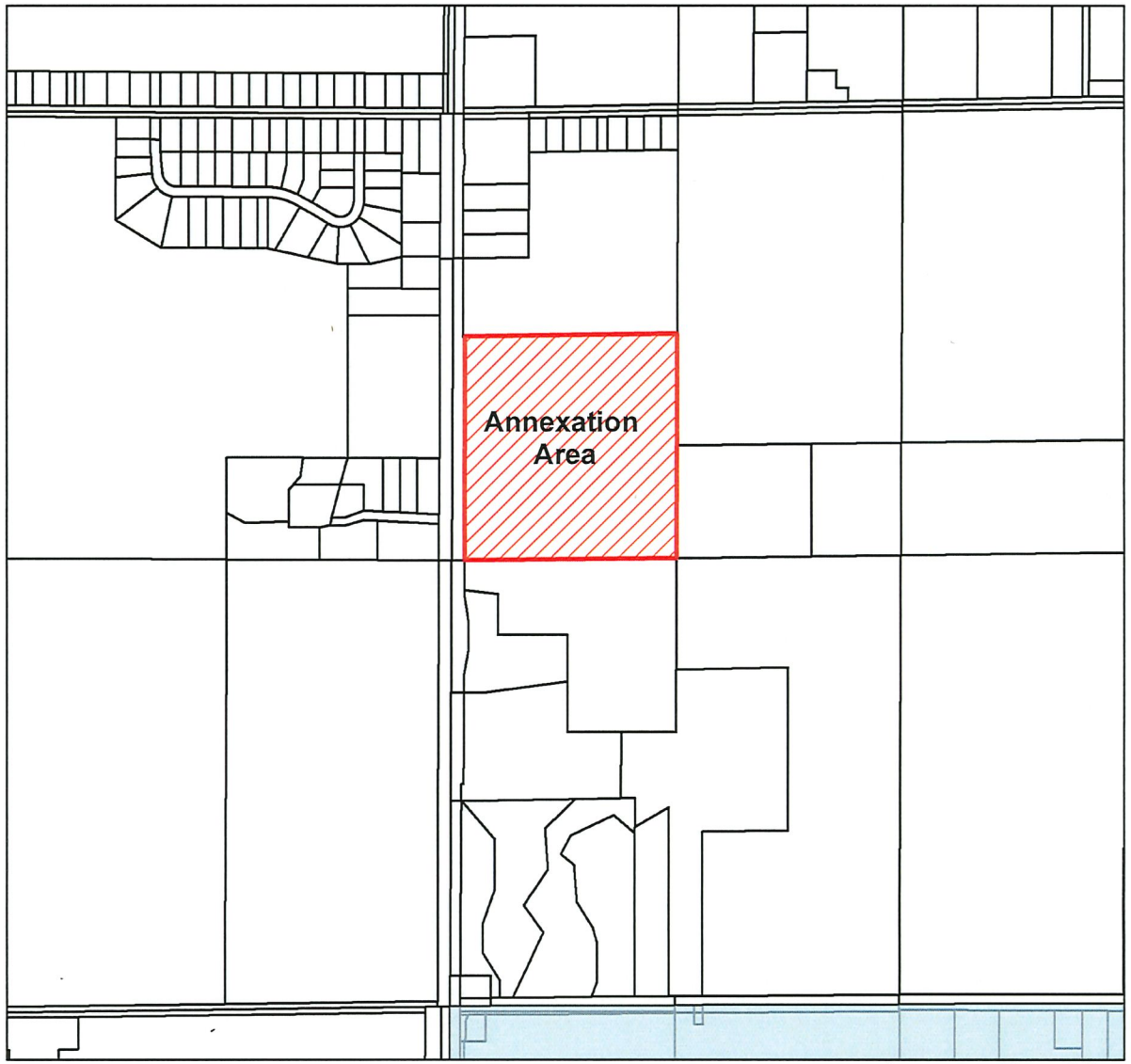
Brian K. Linnemeyer, Trustee

Kelli K. Linnemeyer, Trustee

Vicinity Map



LEGAL DESCRIPTION
THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00313-002-000

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

city of Ankeny
bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned **West side of Delaware near NE 126th Avenue in Polk County, Iowa**

Legal Description *(if necessary, provide attachment)* Southeast 1/4 of the Northeast 1/4 of Section 25-81N-R24W

Property Owner(s): BK Linnemeyer Trust; Brian K. Linnemeyer Trustee, Kelli K. Linnemeyer, Trustee

Address: 14205 G36 Highway

Address: Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by: Brian K. Linnemeyer **Date:** 12-7-2022
Property Owner Signature*
Brian K. Linnemeyer
Name (Print/Type)

Kelli K. Linnemeyer **Date:** 12-7-2022
Property Owners Signature
Kelli K. Linnemeyer
Name (Print/Type)

Date:
Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me, a Notary Public in and for Polk County, personally appeared Brian K. Linnemeyer, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa
Brenda Fuglsang

(Notary Stamp) NOTARIAL SEAL IOWA
BRENDA FUGLSANG
Commission Number 745861
My Commission Expires
May 12, 2025

STATE OF IOWA, COUNTY OF POLK, ss

On this 7th day of December, 2022, before me, a Notary Public in and for Polk County, personally appeared Kelli K. Linnemeyer to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa
Brenda Fuglsang

(Notary Stamp) NOTARIAL SEAL IOWA
BRENDA FUGLSANG
Commission Number 745861
My Commission Expires
May 12, 2025

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact Brian K. Linnemeyer

Address: 14205 G36 Highway Indianola, Iowa 50125

Phone #: 515-971-2140

Signed by: _____ **Date:** 12-7-2022

Applicant/Contact

Brian K. Linnemeyer

Name (Print/Type)

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

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

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

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

CERTIFICATE OF TRUST EXISTENCE
BK LINNEMYER TRUST

The undersigned **Brian K. Linnemeyer** and **Kelli K. Linnemeyer** do hereby state and depose as follows:

1. The Grantors of this Trust are **Brian K. Linnemeyer** and **Kelli K. Linnemeyer**.
2. The Trust is revocable by the Grantors.
3. The undersigned, **Brian K. Linnemeyer and Kelli K. Linnemeyer** are the Trustees for BK Linnemeyer Trust under agreement dated 4-20-2020, 2020. The Grantors are Trustee Appointers and at any time may appoint any one or more additional Trustees.
   a. **Brian K. Linnemeyer** or **Kelli K. Linnemeyer** may serve as sole Trustee or jointly with either **Gracie M. Mueller** and **Hannah C. Linnemeyer**.
   b. In the event that neither **Brian K. Linnemeyer** nor **Hannah C. Linnemeyer** is able or to serve as Successor Co-Trustee, then **Gracie M. Mueller** and **Hannah C. Linnemeyer** shall serve as Successor Co-Trustees. If either **Gracie M. Mueller or Hannah C. Linnemeyer** are unable to serve, either **Gracie M. Mueller or Hannah C. Linnemeyer** shall serve as successor sole trustee.
4. Title to assets held in this Trust shall be titled as **BK LINNEMEYER Trust** and any amendments thereto.
5. Any alternative description shall be effective to title assets in the name of the Trust or to designate the Trust as a beneficiary if the description includes the name of at least one initial or successor trustee, any reference indicating that property is being held in a fiduciary capacity, and the date of the Trust.
6. Excerpts from the Trust Agreement that establish the Trust, designate the Trustee and set forth the powers of the Trustee will be provided upon request. The powers of the Trustee(s) include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with real and personal property interests.
7. **The terms of the Trust agreement provide that a third party may rely upon this Certificate of Trust as evidence of the existence of the Trust and is specifically relieved of any obligation to inquire into the terms of this agreement or the authority of my Trustee, or to see to the application that my Trustee makes of funds or other property received by my Trustee.**
8. Said Trust has been in existence since its creation on April 20, 2020 and continues to be held and administered by Trustee(s) in accordance with the terms and provisions of said Trust Agreement and has not been revoked, modified, or amended in any manner which would cause the representations to be incorrect.
9. Said Trust is not under continuing court supervision pursuant to Iowa Code §633.10(4).

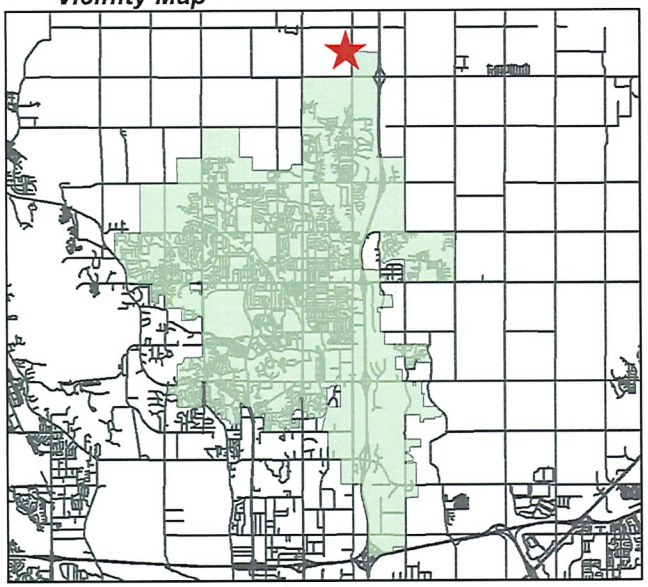
We declare the foregoing statements to be true and correct under penalty of perjury.

IN WITNESS WHEREOF we have signed this Certificate of Trust Existence on April 20, 2020 at Altoona, Iowa.

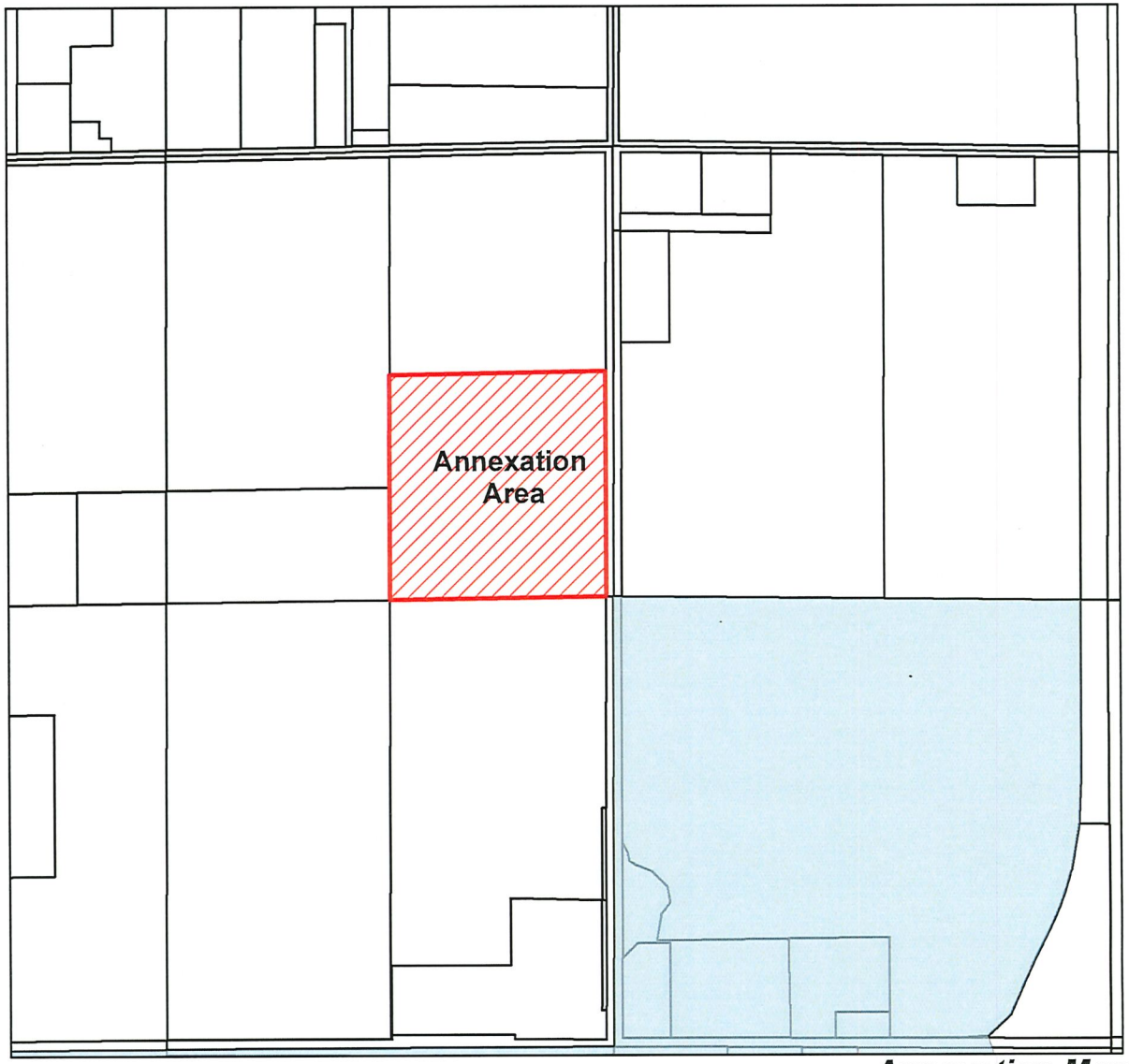
Brian K. Linnemeyer, Trustee

Kelli K. Linnemeyer, Trustee

Vicinity Map



LEGAL DESCRIPTION
THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: BK Linnemeyer Trust, Brian K & Kelli K Linnemeyer

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00309-002-000

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

city of Ankeny
bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned A 58.26 acre parcel, 864 feet north of the northwest corner of the NE 126th Avenue and NE 22nd Street intersection

Geoparcel 8124-25-400-002

Legal Description *(if necessary, provide attachment)* See Attached Exhibit A

Property Owner(s): Richard e Stacey Martin

Address: 2485 N.W 70th Ave

Address: Ankeny Iowa 50023

Phone #: 515-669-4819

Signed by: Richard Martin **Date:** 1-5-2023

***Property Owner Signature** **

Richard Martin

Name (Print/Type)

Stacey Martin **Date:** 1-5-2023

Property Owners Signature

Stacey C. Martin

Name (Print/Type)

Date:

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 5th day of January, 2023, before me, a Notary Public in and for Polk County, personally appeared Richard Martin to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Kathy Dozler

(Notary Stamp)

KATHY DOZLER
Commission Number 748517
My Commission Expires
8-22-25

STATE OF IOWA, COUNTY OF POLK, ss

On this 5th day of January, 2023, before me, a Notary Public in and for Polk County, personally appeared Stacy Martin to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and for Polk County, Iowa

Kathy Dozler

(Notary Stamp)

KATHY DOZLER
Commission Number 748517
My Commission Expires
8-22-25

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact Richard & Stacey Martin

Address: 2485 N.W 70th Ave Ankeny Iowa 50023

Phone #: 515-669-4819

Signed by: Richard Martin **Date:** 1-5-2023

Applicant/Contact

Richard Martin Stacey Martin

Name (Print/Type)

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

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

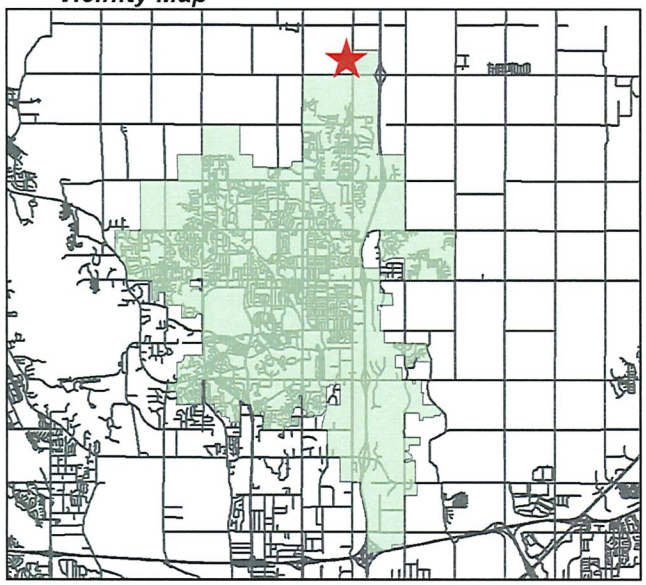
If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

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

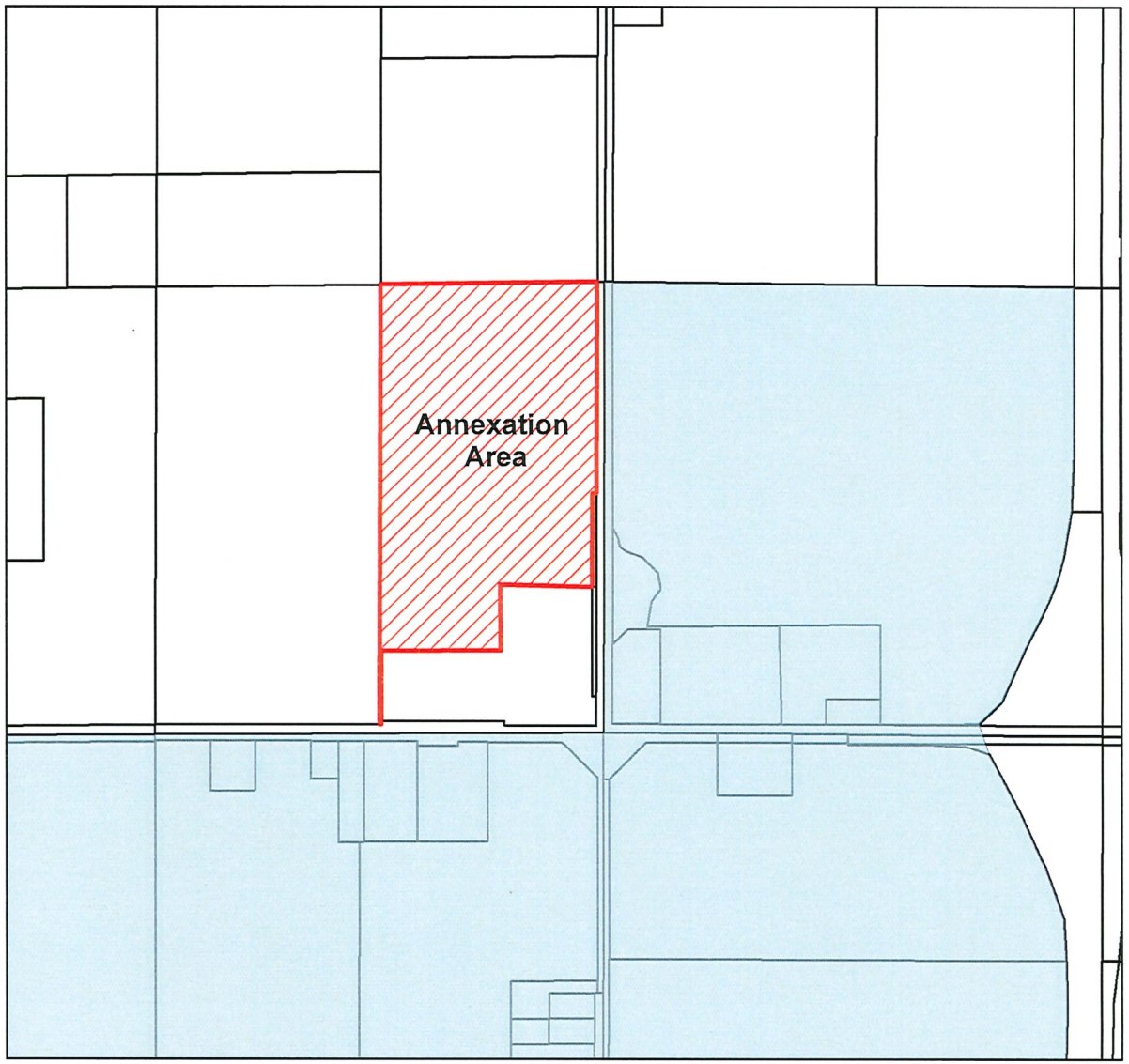
EXHIBIT A

The E 1/2 of the SE 1/4 of Section 25, Township 81 North, Range 24 West of the 5th P.M. Polk County, Iowa, except that part described as: Beginning at the Southeast corner of said Section 25; thence North along the East line of said Section 25 a distance of 864.2 feet; thence N88°17'W, 609.8 feet; thence S0°16'E, 396.4 feet; thence West 703 feet; thence S0°34'E, 486 feet; thence East along the South line of said Section 25 a distance of 1306.2 feet to the Point of Beginning and EXCEPT that part conveyed to Polk County recorded in Book 5809, Page 112 and except established road.

Vicinity Map



LEGAL DESCRIPTION
THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: Richard R & Stacey Martin

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00321-005-000

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

city of Ankeny
bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned **20.21 acre parcel, 1/2 mile north of the NE corner of the NE 126th Ave and NE 14th St intersection.**

Legal Description *(if necessary, provide attachment)* The part of the NW ¼ of the SW ¼ of Section 25, Township 81 North, Range 24 West of the 5th P.M., lying North and East of a line beginning 1,146.74 feet North and 75 feet East of the SW corner of said NW ¼ of the SW ¼; thence S83 degrees 00'E, 198 feet; thence S0 degrees 00'E, 240 feet; thence N90 degrees 00'E, 410 feet; thence S0 degrees 00'E, 575.53 feet, thence East to East line of said NW ¼ of the SW ¼, all now included in and forming a part of Polk County, Iowa, subject to easements of record.

Property Owner(s): A Byron Gustafson

Address: 1210 SW Lynn Drive

Address: Ankeny IA 50023

Phone #: 515-202-4962

Signed by: A Byron Gustafson **Date:** 1-9-2023

Property Owner Signature *

A. Byron Gustafson
Name (Print/Type)

Date:

Property Owners Signature

Name (Print/Type)

Date:

Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 9th day of January, 2023, before me, a Notary Public in and for Polk County, personally appeared A. Byron Gustafson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Brenda Fuglsang

(Notary Stamp) BRENDA FUGLSANG
Commission Number 745861
My Commission Expires
May 12, 2025

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact A Byron Gustafson

Address: 1210 SW Lynn Drive Ankeny IA 50023

Phone #: 515-202-4962

Signed by: A Byron Gustafson **Date:** 1-9-2023

Applicant/Contact

A Byron Gustafson

Name (Print/Type)

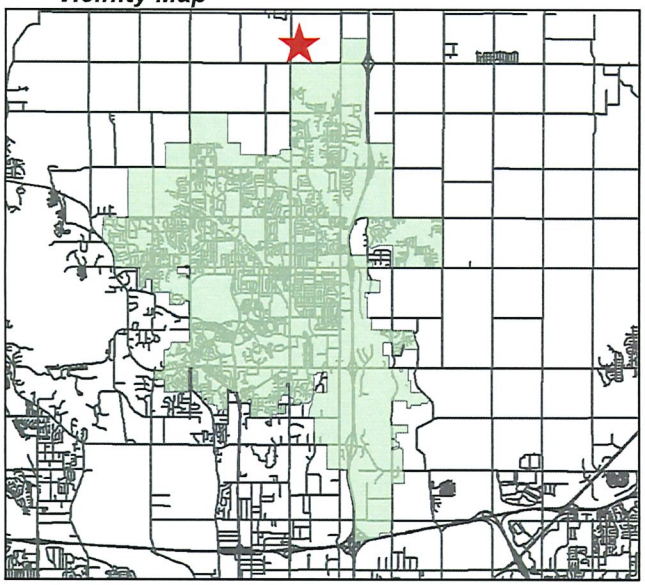
***If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that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

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

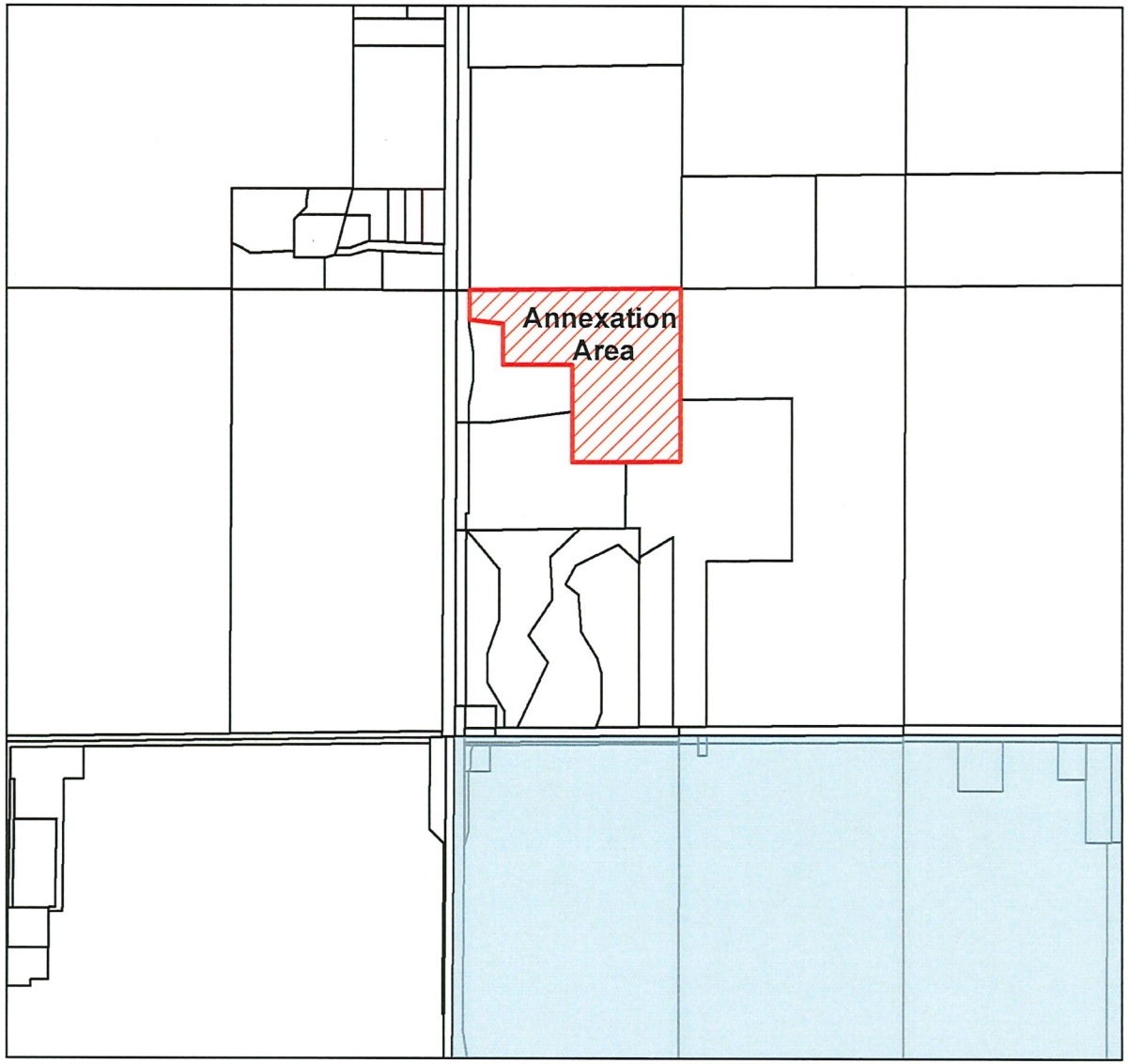
If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

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

Vicinity Map



LEGAL DESCRIPTION
THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 19 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: A Byron Gustafson

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00317-002-000

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

city of Ankeny
bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned A 78.18 acre parcel, located a quarter mile west of the northwest corner of the intersection of NE 22nd St and NE 126th Ave

Legal Description *(if necessary, provide attachment)* The West Half (W1/2) of the Southeast Quarter (SE1/4) of Section 25, Township 81 North, Range 24 West of the 5th P.M., Polk County, Iowa.

Property Owner(s): Northstar, Ltd. By Sharon I. Johnson

Address:

Address: 21220 225th St. Grundy Center, IA 50638

Phone #:

Signed by: Sharon I. Johnson **Date:** 1-23-2023
***Property Owner Signature** **

Sharon I. Johnson
Name (Print/Type)

Date:
Property Owners Signature

Name (Print/Type)

Date:
Property Owners Signature

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 23rd day of January, 20 23, before me, a Notary Public in and for Polk County, personally appeared Sharon I. Johnson, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa
Brenda Fuglsang

(Notary Stamp)

NOTARIAL SEAL IOWA
BRENDA FUGLSANG
Commission Number 745861
My Commission Expires
May 12, 2025

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact Northstar, LTD. By Sharon T. Johnson

Address: 21220 225th St. Grundy Center, Iowa 50638

Phone #: (515) 250-4269

Signed by: Sharon T. Johnson **Date:** 1-23-2023

Applicant/Contact

Sharon T. Johnson

Name (Print/Type)

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

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

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

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

RETURN TO: K.L. SMITH 1012 GRAND AVE. WEST DES MOINES, IA. 50265

157931

FILED FOR RECORD
POLK COUNTY, IOWA
92 MAY 12 A 8:39
8:39.1
TIMOTHY J. BRIEN
RECORDER

ARTICLES OF
INCORPORATION OF
NORTHSTAR, LTD.

RECEIVED

TO: THE SECRETARY OF STATE OF THE STATE OF IOWA: APR 30 2 36 PM '92

SECRETARY OF STATE

Pursuant to Section 201 of the Iowa Business Corporation Act, the undersigned corporation adopts the following Articles of Incorporation:

ARTICLE I

The name of the corporation shall be NORTHSTAR, LTD.

ARTICLE II

NORTHSTAR, LTD. shall have perpetual existence.

ARTICLE III

The principal office and place of business of NORTHSTAR, LTD. shall be at 1012 Grand, West Des Moines, Iowa 50265, and the initial registered office of NORTHSTAR, LTD. shall be at 1012 Grand, West Des Moines, Iowa 50265. The name of the initial registered agent at said address shall be Sharon I. Johnson.

ARTICLE IV

The purpose for which NORTHSTAR, LTD. is organized is to engage in and do any lawful act concerning any and all lawful business for which corporations may be organized under the Iowa Business Corporation Act.

ARTICLE V

The total authorized capital stock of NORTHSTAR, LTD. shall be One Million (1,000,000) shares of common stock. Said stock shall be issued on the order of the Board of Directors, and shall be fully paid for in cash or property at an evaluation determined in accordance with the provisions of the Iowa Business Corporation Act. Each share of common stock issued shall entitle the holder to one (1) vote in the conduct of the affairs of NORTHSTAR, LTD. Any unsubscribed and unissued stock remaining in the treasury of NORTHSTAR, LTD. shall have no voting power. NORTHSTAR, LTD. reserves and shall have a first lien upon the shares of any stock for any debts or liability by such shareholder owing to NORTHSTAR, LTD. Shares of stock of NORTHSTAR, LTD. are not transferable except as expressly provided in the Iowa Business Corporation Act and in the Bylaws of NORTHSTAR, LTD.

INST # 075731
RECORDING FEE 15.00
AUDITOR FEE

12/23/91

6556 PAGE 116

0430921444T.VA 15795ARTS SOS 450.00

ARTICLE VI

The affairs of NORTHSTAR, LTD. shall be conducted by a Board of Directors consisting of not less than one (1) nor more than seven (7) members. Members of the Board of Directors shall hold office until the next annual meeting following their election, or until their successors have been duly elected and qualified at an annual meeting or special meeting called for that purpose. The name and address of the initial directors of NORTHSTAR, LTD. who shall hold office until the first annual meeting of shareholders, or until their successors have been duly elected and qualified are:

Sharon I. Johnson

ARTICLE VII

The officers of NORTHSTAR, LTD. shall be President, Vice-President, Secretary, Treasurer, and such officers as shall be authorized by the Board of Directors, or as provided for in the Bylaws. An officer may hold more than one office. Officers shall be elected by the Board of Directors, and shall hold office at the discretion of the Board of Directors. The officers of NORTHSTAR, LTD. who shall hold office until their successors have been appointed by the Board of Directors shall be:

President: Sharon I. Johnson
Vice-President: Sharon I. Johnson
Secretary: Sharon I. Johnson
Treasurer: Sharon I. Johnson

ARTICLE VIII

The name and address of each incorporator is:

Johnson Brothers of Ankeny, Ltd.
650 N.E. 110th Avenue
Ankeny, Iowa 50021

ARTICLE IX

No director shall be liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except for such monetary damages arising for breach of the director's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, for a transaction from which the director derives an improper personal benefit, or under section 490.833 of the Iowa Code (1989).

ARTICLE X

These Articles of Incorporation may be changed, altered or amended at any authorized meeting of the stockholders, by vote of the stockholders representing a majority of the stock, except as otherwise provided herein.

IN WITNESS WHEREOF, I have hereunto set my hand, this 28 day of April, 1992.

Johnson Brothers of Ankeny, Ltd.

Allen F. Johnson Sec.

By, Allen F. Johnson, Officer

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 28 day of April, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen F. Johnson known to me or proved to me on the basis of satisfactory evidence to be the person named in and who executed the foregoing Articles of Incorporation of NORTHSTAR, LTD. on behalf of Johnson Brothers of Ankeny, Ltd. and he acknowledged to me that Johnson Brothers of Ankeny, Ltd. executed the same pursuant to a resolution of its board of directors.

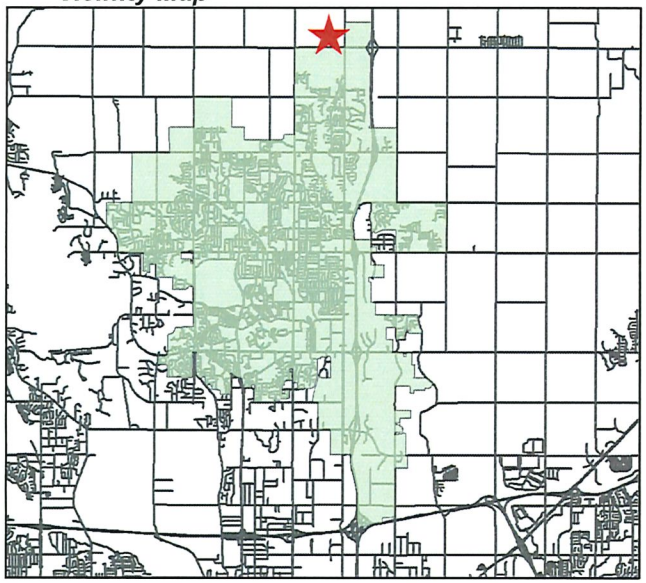
Linda J. Patterson

Notary Public - State of Iowa

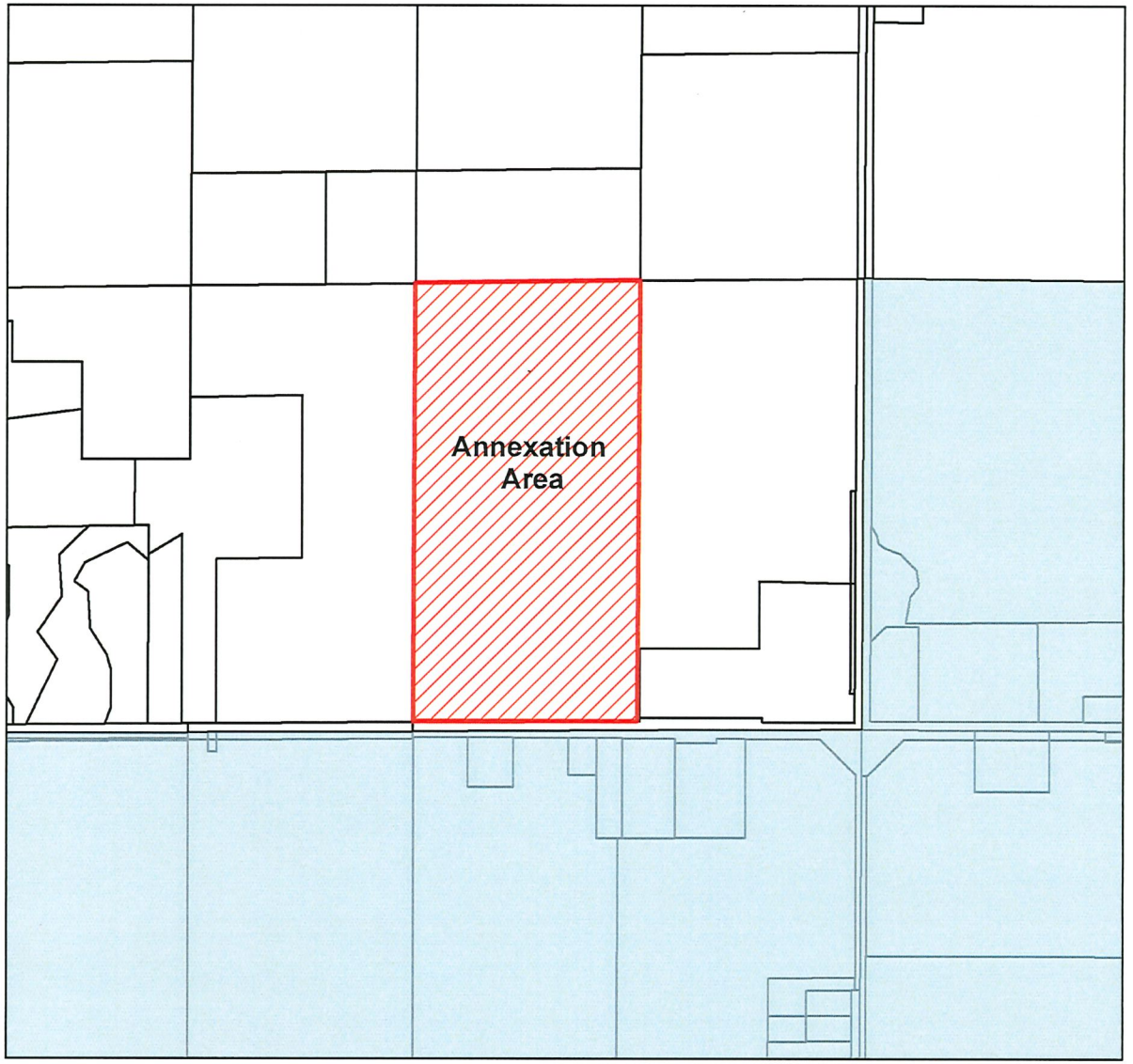
ELAINE BAXTER
Secretary of State
FILED
Date: 4-30-92
Time: 14:36
Receipt: R199366

12/23/91

Vicinity Map



LEGAL DESCRIPTION
THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 1,000 feet

Annexation Map

Property Owners: Northstar LTD

POLK COUNTY DISTRICT/PARCEL NUMBERS: 250/00320-000-000

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

city of Ankeny
bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 12625 NE 14th Street Alleman, IA 50007

Legal Description *(if necessary, provide attachment)* S 181.5 F W 240 F SW 1/4 SW 1/4 less Rd Sec. 25-81-24

Property Owner(s): DRA properties, LC.
Address: 1325 NE 36th Street
Address: Ankeny, IA 50021.
Phone #: 515-965-5251

Signed by: Tara Meredith **Date:** 1/25/2023.
Property Owner Signature
Tara Meredith.
Name (Print/Type)

Date:
Property Owners Signature
Name (Print/Type)

Date:
Property Owners Signature
Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 25 day of Jan, 2023, before me, a Notary Public in and for Polk County, personally appeared Tara Meredith, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa
Tracy L Nemitz
(Notary Stamp)

TRACY L NEMITZ
Commission Number 737958
My Commission Expires
February 13, 2024

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa
_____
(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact DRA Properties, LC

Address: 1525 NE 36th Street, Ankeny, IA 50021.

Phone #: 515-965-5251

Signed by: Tara Meredith *Applicant/Contact* Date: 1/25/2023.

Tara Meredith.
Name (Print/Type)

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

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

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

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

Statement of Authority
(Iowa Code § 489.302)

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

Executed this 5th day of May, 2011 By: _____

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

STATE OF IOWA)
) ss.
COUNTY OF POLK)

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

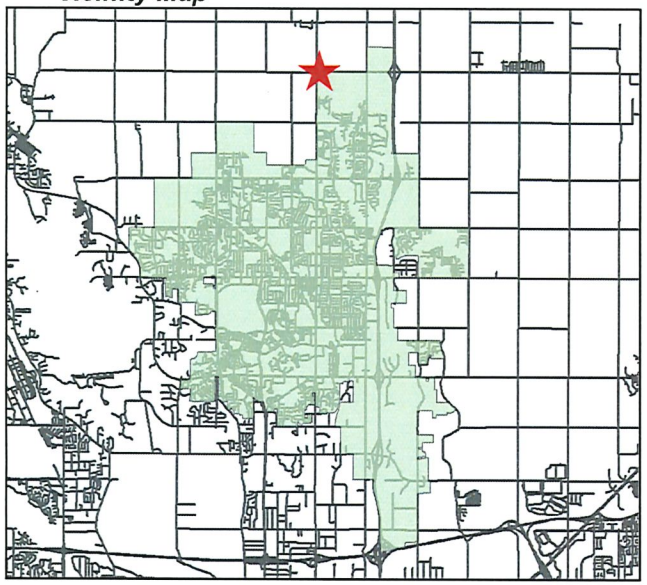
Witness my hand and official seal.

My commission expires:
7-12-13

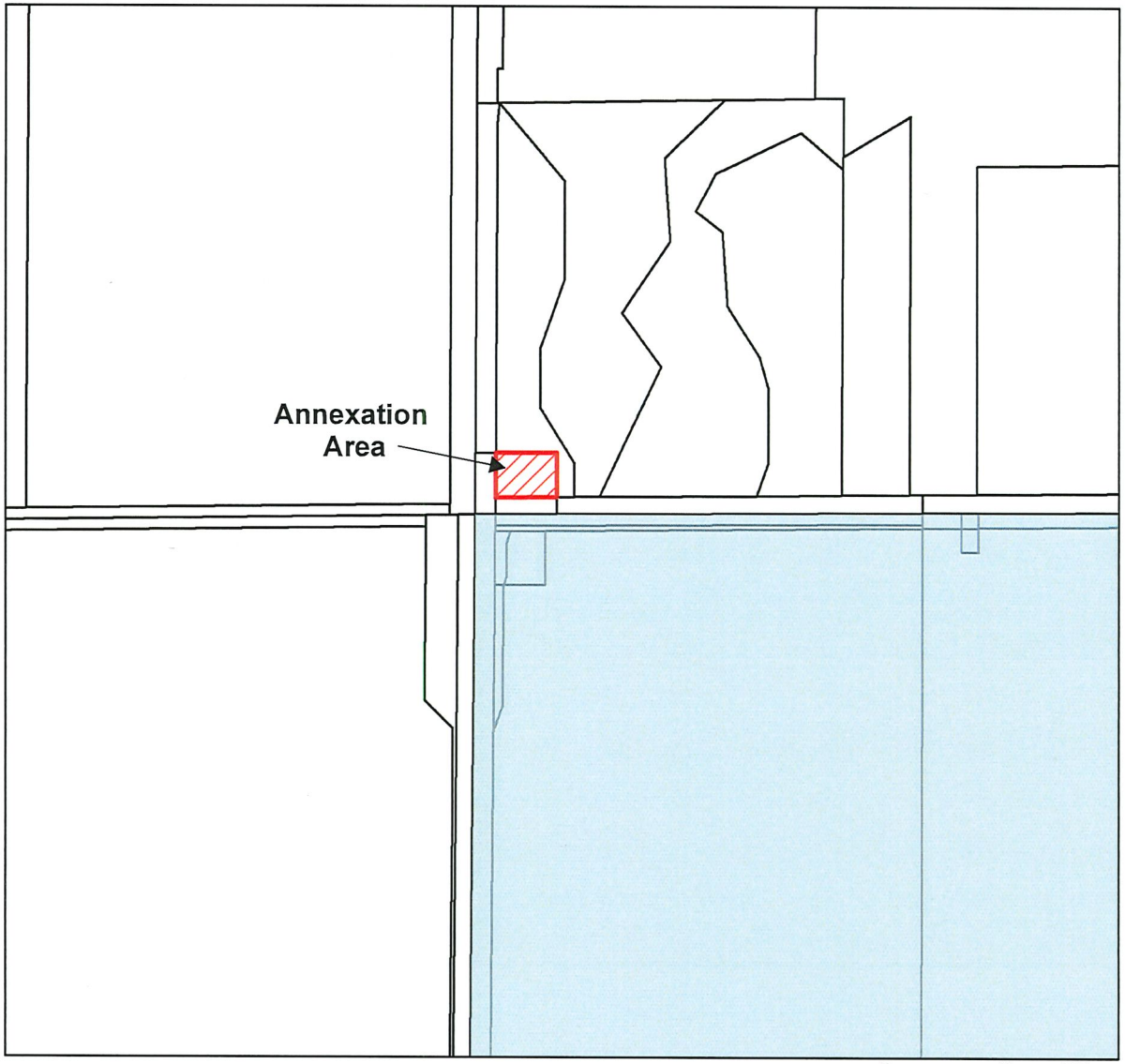
_____
Notary Public

NOTARIAL SEAL IOWA
ASHLEY JOHNSON
Commission Number 763826
My Commission Expires
7-12-13

Vicinity Map



LEGAL DESCRIPTION
ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. SUBJECT TO EASEMENTS, COVENANTS AND RESTRICTIONS OF RECORD



1 inch = 500 feet

Annexation Map

Property Owners: DRA Properties LLC

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00318-000-000

City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

city of Ankeny
bringing it all together

ANNEXATION APPLICATION

To the Council of the City of Ankeny, Iowa:

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

Property Address for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned 12951 NE 14th St, Alleman, IA 50007

Legal Description *(if necessary, provide attachment)* See attached Exhibit A.

Property Owner(s): Gene Hildreth

Address: 1022 Hoffman Avenue Des Moines, IA 50316

Address:

Phone #: 515-289-6380

Signed by: Gene Hildreth **Date:** 7-6-23

***Property Owner Signature** **

Gene Hildreth

Name (Print/Type)

_____ **Date:** _____

Property Owners Signature

_____

Name (Print/Type)

_____ **Date:** _____

Property Owners Signature

_____

Name (Print/Type)

STATE OF IOWA, COUNTY OF POLK, ss

On this 6th day of July, 2023, before me, a Notary Public in and for Polk County, personally appeared Gene Hildreth, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

Notary Public in and Polk County, Iowa

Brenda Fuglsang

(Notary Stamp)

NOTARY SEAL IOWA
BRENDA FUGLSANG
Commission Number 745861
My Commission Expires
May 12, 2025

STATE OF IOWA, COUNTY OF POLK, ss

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

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

STATE OF IOWA, COUNTY OF POLK, ss

On this __ day of _____, 20 ___, before me, a Notary Public in and for Polk County, personally appeared _____ _____, to me personally known, who being by me duly sworn, did say that that person is the ____ _____(title) of said limited liability company executing the within and foregoing instrument to which this is attached; that no seal has been procured by the limited liability company; that the instrument was signed on behalf of the limited liability company by authority of its managers; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by them voluntarily executed.

Notary Public in and for Polk County, Iowa

_____

(Notary Stamp)

Applicant / Contact Gene Hildreth

Address: 1022 Hoffman Avenue Des Moines, IA 50316

Phone #: 515-289-6380

Signed by: Gene Hildreth **Date:** 7-6-23

Applicant/Contact

Gene Hildreth

Name (Print/Type)

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

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

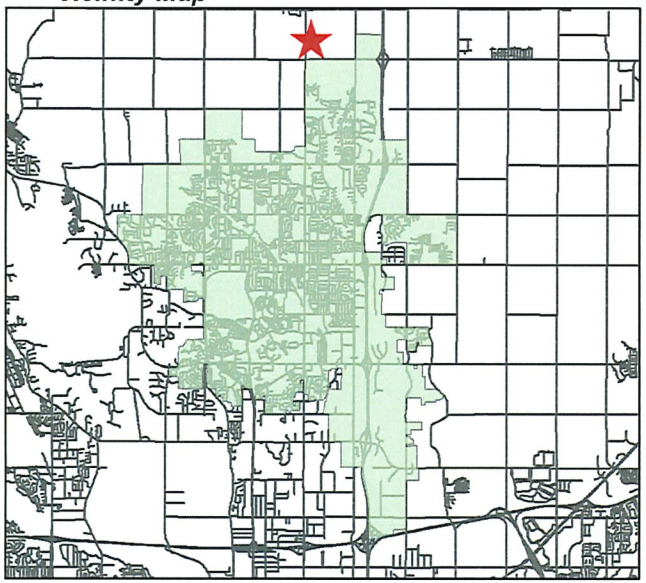
If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

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

EXHIBIT A:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1219.26 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00" EAST, A DISTANCE OF 183.43 FEET; THENCE N82°24'19" EAST, A DISTANCE OF 502.50 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 298.17 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 315.89 FEET; THENCE S00°40'00" WEST, A DISTANCE OF 391.00 FEET; THENCE S89°00'47" WEST, A DISTANCE OF 993.01 FEET (PREVIOUSLY DESCRIBED AS 993.22 FEET) TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS OF RECORD.

Vicinity Map



LEGAL DESCRIPTION
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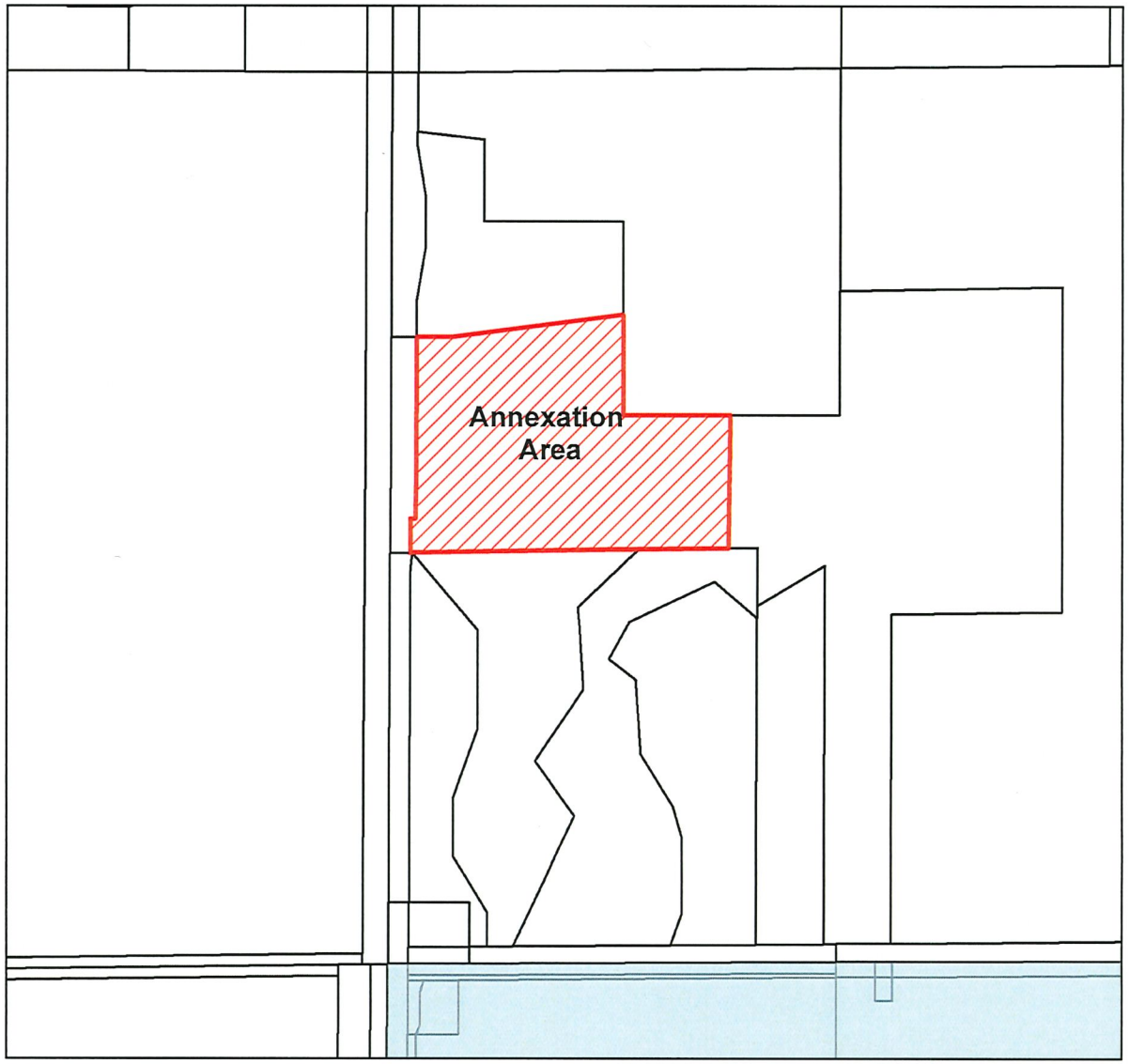


1 inch = 500 feet

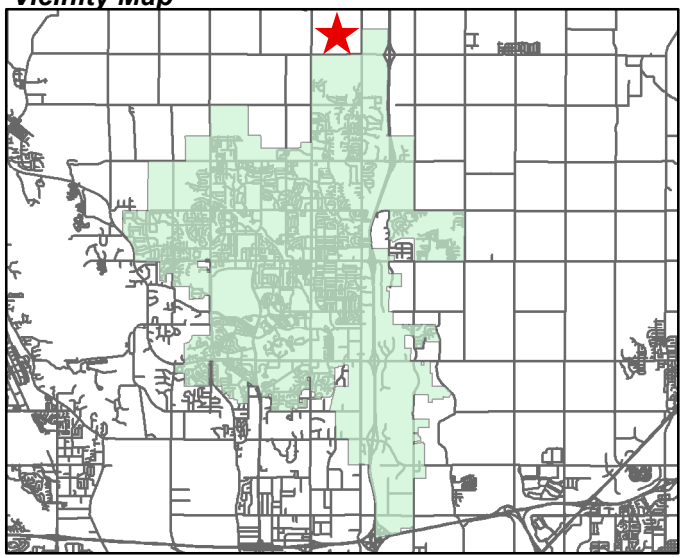
Annexation Map

Property Owners: Gene C Hildreth Jr.

POLK COUNTY DISTRICT/PARCEL NUMBER: 250/00515-001-002

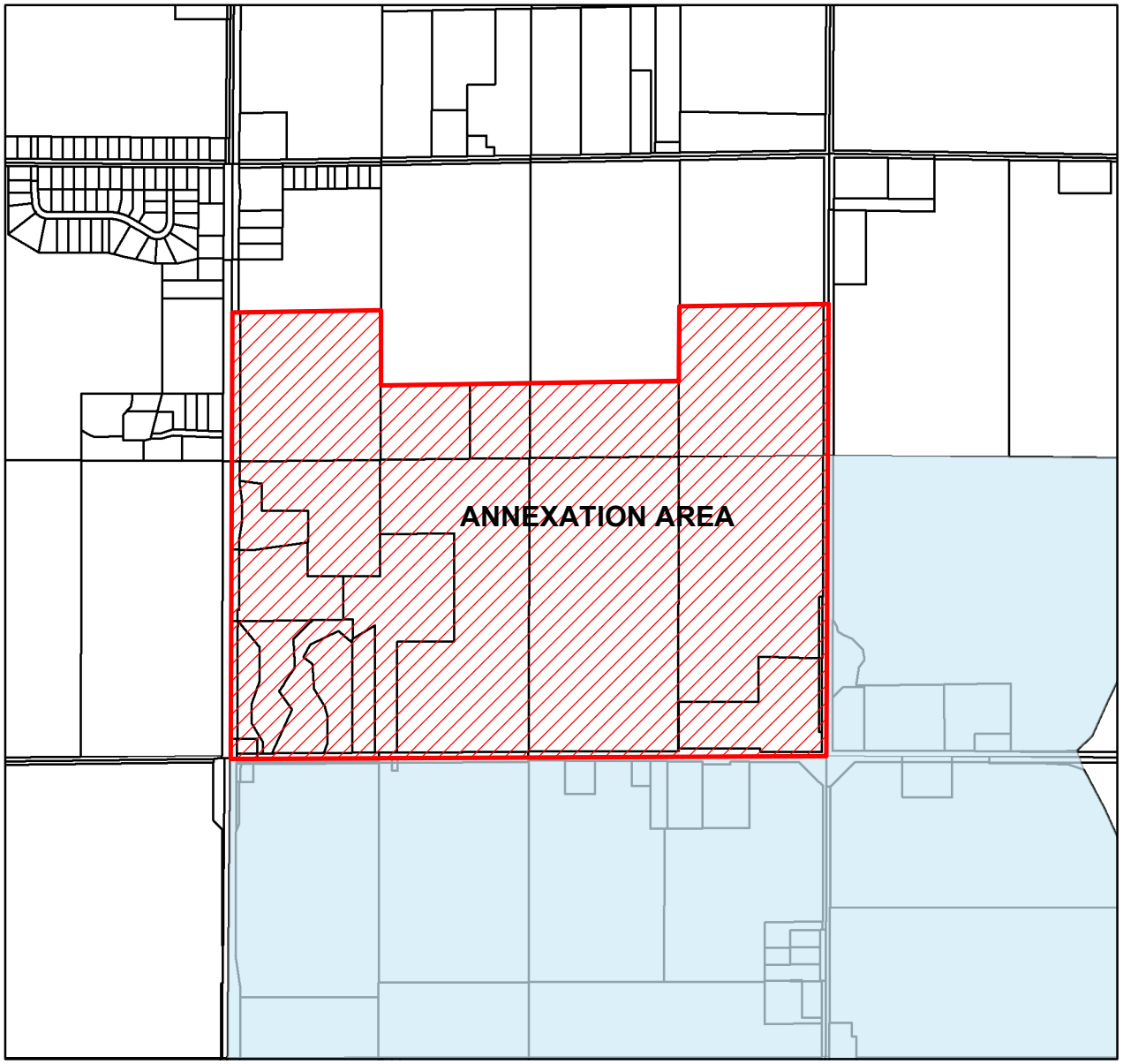
City of Ankeny	**Hope Kimberley LLC 2.0 Annexation**		City of Ankeny, Iowa Planning and Building Department
			Drawn By: JH
		Sheet No. 1 of 1	Checked by:
			Date: August 1, 2023

Vicinity Map



LEGAL DESCRIPTION

THE E 1/2 OF THE SE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M. POLK COUNTY, IOWA, EXCEPT THAT PART DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 25 A DISTANCE OF 864.2 FEET; THENCE N88°17'W, 609.8 FEET; THENCE S0°16'E, 396.4 FEET; THENCE WEST 703 FEET; THENCE S0°34'E, 486 FEET; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 1306.2 FEET TO THE POINT OF BEGINNING AND EXCEPT THAT PART CONVEYED TO POLK COUNTY RECORDED IN BOOK 5809, PAGE 112 AND EXCEPT ESTABLISHED ROAD, AND: THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND; OUTLOT X IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND; THE S 1/2 OF THE SW 1/4 OF THE NE 1/4, AND THE S 1/2 OF THE SE 1/4 OF THE NW 1/4; ALL IN SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND; ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1219.26 FEET TO THE POINT OF BEGINNING; THENCE N00°00'00" EAST, A DISTANCE OF 183.43 FEET; THENCE N82°24'19" EAST, A DISTANCE OF 502.50 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 298.17 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 315.89 FEET; THENCE S00°40'00" WEST, A DISTANCE OF 391.00 FEET; THENCE S89°00'47" WEST, A DISTANCE OF 993.01 FEET (PREVIOUSLY DESCRIBED AS 993.22 FEET) TO THE POINT OF BEGINNING. AND; ONE ACRE IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, BEING 11 RODS NORTH AND SOUTH AND 14 AND 6/11THS RODS EAST AND WEST, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND; THAT PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., LYING NORTH AND EAST OF A LINE BEGINNING 1,146,74 FEET NORTH AND 75 FEET EAST OF THE SW CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE S83°00'E, 19 FEET; THENCE S00° 00'E, 240 FEET; THENCE N90°00'E, 410 FEET; THENCE S00°00'E, 575.53 FEET, THENCE EAST TO THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, ALL NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA, SUBJECT TO EASEMENTS OF RECORD. AND; THE SW 1/4 OF THE NW 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND; THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND; EXCEPT THE EAST 45 FEET AND THE WEST 25 FEET OF THE EAST 70 FEET OF THE NORTH 650.8 FEET OF THE SOUTH 864.2 FEET – BEGINNING 41.3 FEET NORTH OF THE SOUTHEAST CORNER, THENCE NORTH 822.9 FEET, THENCE WEST 609.8 FEET, THENCE SOUTH 396.4 FEET, THENCE WEST 703 FEET, THENCE SOUTH 406.8 FEET, THENCE EAST 721 FEET, THENCE SOUTH 25 FEET, THENCE EAST 585.9 FEET TO THE POINT OF BEGINNING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24, WEST OF THE 5TH P.M., POLK COUNTY, IOWA. AND; LOT 4 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND; LOT 3 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND; LOT 2 Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND; OUTLOT Z IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA. AND; LOT 1 IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND; OUTLOT W IN FOUR MILE FOUR, AN OFFICIAL PLAT, POLK COUNTY, IOWA AND; ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE 5TH P.M., POLK COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 25, THENCE N00°00'00" EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1860.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N00°00'00" EAST, A DISTANCE OF 606.92 FEET; THENCE S90°00'00" EAST, A DISTANCE OF 75.00 FEET; THENCE S83°00'00" EAST, A DISTANCE OF 198.00 FEET; THENCE S00°00'00" WEST, A DISTANCE OF 240.00 FEET; THENCE N90°00'00" EAST, A DISTANCE OF 410.00 FEET; THENCE S00°00'00" EAST, A DISTANCE OF 277.36 FEET; THENCE S82°24'19" WEST, A DISTANCE OF 502.50 FEET; THENCE N89°41'27" WEST, A DISTANCE OF 183.43 FEET TO THE POINT OF BEGINNING. THE ANNEXATION ALSO INCLUDES ANY AND ALL COUNTY ROAD RIGHT-OF-WAY TO THE CENTERLINE OF THE ADJACENT ROAD.



1 inch = 1,500 feet

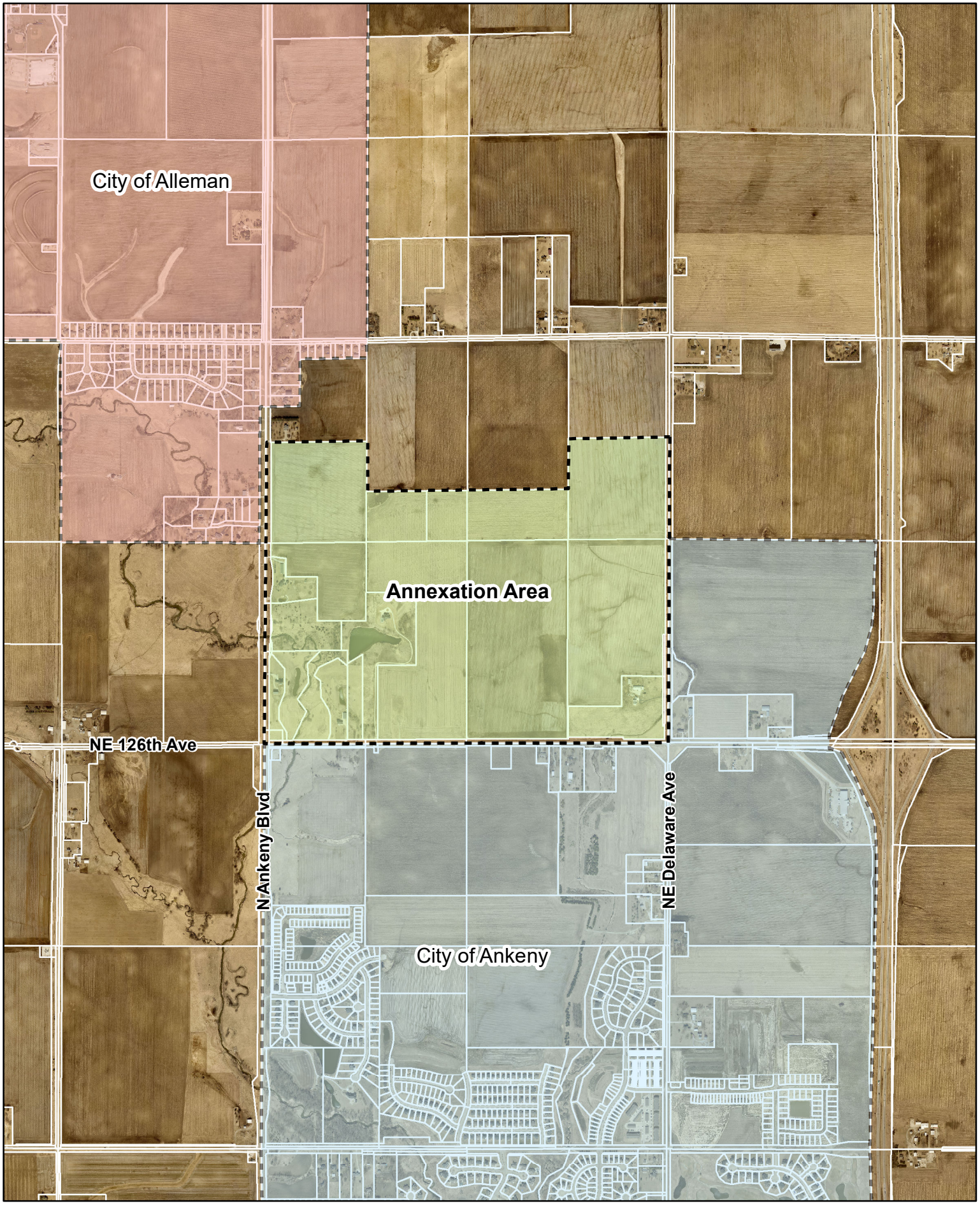
Annexation Map

Property Owners: Richard R & Stacey Martin, Northstar LTD, Hope Kimberley LLC, Gene C Hildreth Jr, DRA Properties LC, A Byron Gustafson, Linnemeyer Trust, Kelli K & Brian K Linnemeyer, Jason & Linda Wattonville, Grant T & Jodi Goldsberry, Timothy A & Patricia R Vogel, Jeremy & Teresa Nefzger, Dennis M Gibson, Bobby R Mason Jr & Valeria J Mason

City of Ankeny

Hope Kimberley LLC 2.0 Annexation

	City of Ankeny, Iowa Planning and Building Department
	Drawn By: JH
Sheet No. 1 of 1	Checked by:
	Date: August 1, 2023



N

1 inch = 1,600 feet

Date: 7/25/2023

Hope Kimberley 2.0 Annexation

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the Mayor to sign a development agreement with 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.

EXECUTIVE SUMMARY:

M-H Property Enterprises, L.L.C. has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the intersection of SE Delaware Avenue and SE 54th Street in the City of Ankeny. M-H Property Enterprises, L.L.C. and City staff agreed to a set of terms and conditions outlined in the Development Agreement, and a copy of said Development Agreement is attached for reference. The traffic signal at the SE Delaware Avenue and SE 54th Street intersection is currently programmed in the City's Capital Improvements Program (CIP).

FISCAL IMPACT: **Yes**

The Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the traffic signal at the Intersection, not to exceed $90,000, as the Developer's contribution to the traffic signal within thirty (30) days after the new traffic signal has been accepted by

City Council.

CITY MANAGER'S RECOMMENDATIONS:

Approve the Development Agreement with M-H Property Enterprises, L.L.C., for the construction of a traffic signal at the intersection of SE Delaware Avenue and SE 54th Street, and authorize the Mayor to execute said agreement.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Development Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH M-H PROPERTY ENTERPRISES, LLC CONCERNING THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SE DELAWARE AVENUE AND SE 54TH STREET IN THE CITY OF ANKENY, IOWA

WHEREAS, M-H Property Enterprises, LLC has asked the City to enter into a Development Agreement that outlines certain terms and conditions for the construction of a traffic signal at the intersection of SE Delaware Avenue and SE 54th Street in the City of Ankeny; and,

WHEREAS, the Developer will reimburse the City twenty-five percent (25%) of the traffic signal construction costs for the traffic signal, not to exceed $90,000, at the intersection of SE Delaware Avenue and SE 54th Street within thirty (30) days after the traffic signal has been accepted by the City Council; and,

WHEREAS, M-H Property Enterprises, LLC and City Staff agreed to set the terms of conditions outlined in the attached Development Agreement.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa hereby authorizes the Mayor to sign the aforesaid Development Agreement on behalf of the City of Ankeny, Iowa.

PASSED AND APPROVED on this 7th day of August, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
Michelle Yuska, City Clerk
City of Ankeny
410 W. First St
Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Dr., Ankeny, Iowa 50023 (515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ANKENY, IOWA, AND M-H PROPERTY ENTERPRISES, LLC

WHEREAS, the City of Ankeny, Iowa (hereinafter the "City") has received a traffic impact study from M-H Property Enterprises, LLC (hereinafter the "Developer") regarding the planned development of part of Parcels J and K of the Plat of Survey in Book 8651 Page 594 on the east side of SE Delaware Avenue at SE 54th Street, platted as Outlot 'Y' and Outlot 'Z', Delaware Landing Plat 2 (hereinafter the "Project"); and

WHEREAS, the April 5, 2023 approved Traffic Study ("Current Traffic Study") shows that the primary full-access to the Project site will be constructed as the east leg of the existing three-legged intersection SE Delaware Avenue and SE 54th Street (the "Intersection"); and

WHEREAS, a traffic signal at the Intersection (the "Traffic Signal") is currently programmed into the City's Capital Improvement Program ("CIP") for design and construction in 2023; and

WHEREAS, the City is agreeable to share in the cost of the Traffic Signal, as well as complete the Traffic Signal as part of the current City CIP project.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the Developer and the City hereby agree as follows:

1. The City will design and install the Traffic Signal at the Intersection, which is anticipated in 2023.

2. The Developer agrees to provide the City (or to cause Denny Elwell Family, L.C., the owner of Outlot 'Y', Delaware Landing Plat 2, to provide) with any right-of-way, permanent easement, and/or temporary construction easements (the "Right of Way") reasonably acceptable to Developer, which may be necessary for any street, public utility, pedestrian ramp, or other improvements to the Intersection that are required to support the installation of the traffic signal. The Right-of-Way will be determined during the preliminary design phase of the traffic signal. The Right of Way shall be provided at no cost to the City.

3. The Developer agrees to pay the City twenty-five percent (25%) of the actual construction costs incurred by the City to construct the Traffic Signal at the Intersection, not to exceed $90,000, as the Developer's contribution to the Traffic Signal construction costs within thirty (30) days after the public improvements have been completed and accepted by the City Council.

4. This Agreement shall be governed by the laws of the State of Iowa.

5. In the event a party hereto fails to pay its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, the other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 30 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.

7. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by the Developer and the City Council of the City of Ankeny, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of the Developer and the City.

8. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.

9. The Developer agrees that this Development Agreement shall be effective and binding from and after the approval hereof by resolution of the City Council and shall be binding on any and all subsequent titleholders, transferees and assignees.

City:
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023
Attn.: Don Clark, PE

Developer:
M-H Property Enterprises, LLC
11120 Tomahawk Creek Parkway
Leawood, KS 66211
Attn: Timothy R.. Murphy

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or the Developer shall have the right to send notices by overnight delivery which notices shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the ___ day of _____, 2023.

M-H PROPERTY ENTERPRISES, LLC

By: _____
Timothy R. Murphy, Manager

CITY OF ANKENY, IOWA

By: _____
Mark E. Holm, Mayor

Attest:

By: _____
Michelle Yuska, City Clerk

STATE OF KANSAS
COUNTY OF JOHNSON, ss:

On the 19th day of July, 2023, before me, a Notary Public in and for said County and State personally appeared Timothy R. Murphy, respectfully of M-H Property Enterprises, LLC, to me personally known, who being by me duly sworn, did say that they are Manager of M-H Property Enterprises, LLC, executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the corporation, by it and by them voluntarily executed.

_____
Notary Public in and for said State of Kansas
Tara Selley

Tara Selley
Notary Public State of Kansas
My Appt Expires 06/01/2027

STATE OF IOWA
COUNTY OF POLK, ss:

On the _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **MARK E. HOLM** and**MICHELLE YUSKA**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Interim City Clerk of the City of Ankeny, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Ankeny, Iowa, on the _____ day of _____, 2023, and the said **MARK E. HOLM** and **MICHELLE YUSKA** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the State of Iowa

ANKENY CITY COUNCIL

City Council Agenda

August 7, 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:

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a resolution accepting a permanent sanitary sewer easement from property owner SPAL-USA, Inc. to facilitate the extension of sanitary sewer to the Ankeny Regional Airport.

FISCAL IMPACT: **No**

The cost for the permanent sanitary sewer easement is $1.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt RESOLUTION accepting a permanent sanitary sewer easement from SPAL-USA, Inc., to facilitate the extension of sanitary sewer to the Ankeny Regional Airport in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Permanent Sanitary Sewer Easement

RESOLUTION

RESOLUTION ACCEPTING A PERMANENT SANITARY SEWER EASEMENT FOR THE EXTENSION OF SANITARY SEWER TO THE ANKENY REGIONAL AIRPORT IN ANKENY, IA

WHEREAS, the City of Ankeny has requested that a permanent sanitary sewer easement be granted by SPAL-USA, Inc. to facilitate the extension of sanitary sewer through the SPAL-USA, Inc. property to the Ankeny Regional Airport in Ankeny, Iowa; and

WHEREAS, the City Council of the City of Ankeny, deems it to be in the best interest of the City to acquire said easement from SPAL-USA, Inc.; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Permanent Sanitary Sewer Easement for the extension of sanitary sewer through SPAL-USA, Inc. property to the Ankeny Regional Airport is hereby approved, the Mayor is authorized to execute said documents and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED at Ankeny, Iowa, this 7th day of August, 2023.

_____
Mark Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:
City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Paul Moritz, PE - Ankeny Regional Airport Manager - Polk County Aviation Authority
410 West First Street; Ankeny, Iowa 50023 - pmoritz@ankenyiowa.gov

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, SPAL-USA Incorporated, of the City of Ankeny, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

A 25.00 FOOT SANITARY SEWER EASEMENT BEING THE EAST 25.00 FEET OF THE WEST 115.00 FEET OF LOT 5, METRO NORTH AIR PARK, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, EXCEPT THE NORTH 60.00 FEET OF SAID LOT 5.

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 Sanitary Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, or obstructions 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). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 10 day of JULY, 2023.

Grantor: SPAL-USA Incorporated

By: _____

Name: JUSTIN SAMPLE

Title: PRESIDENT

STATE OF IOWA, COUNTY OF Polk **, ss:**

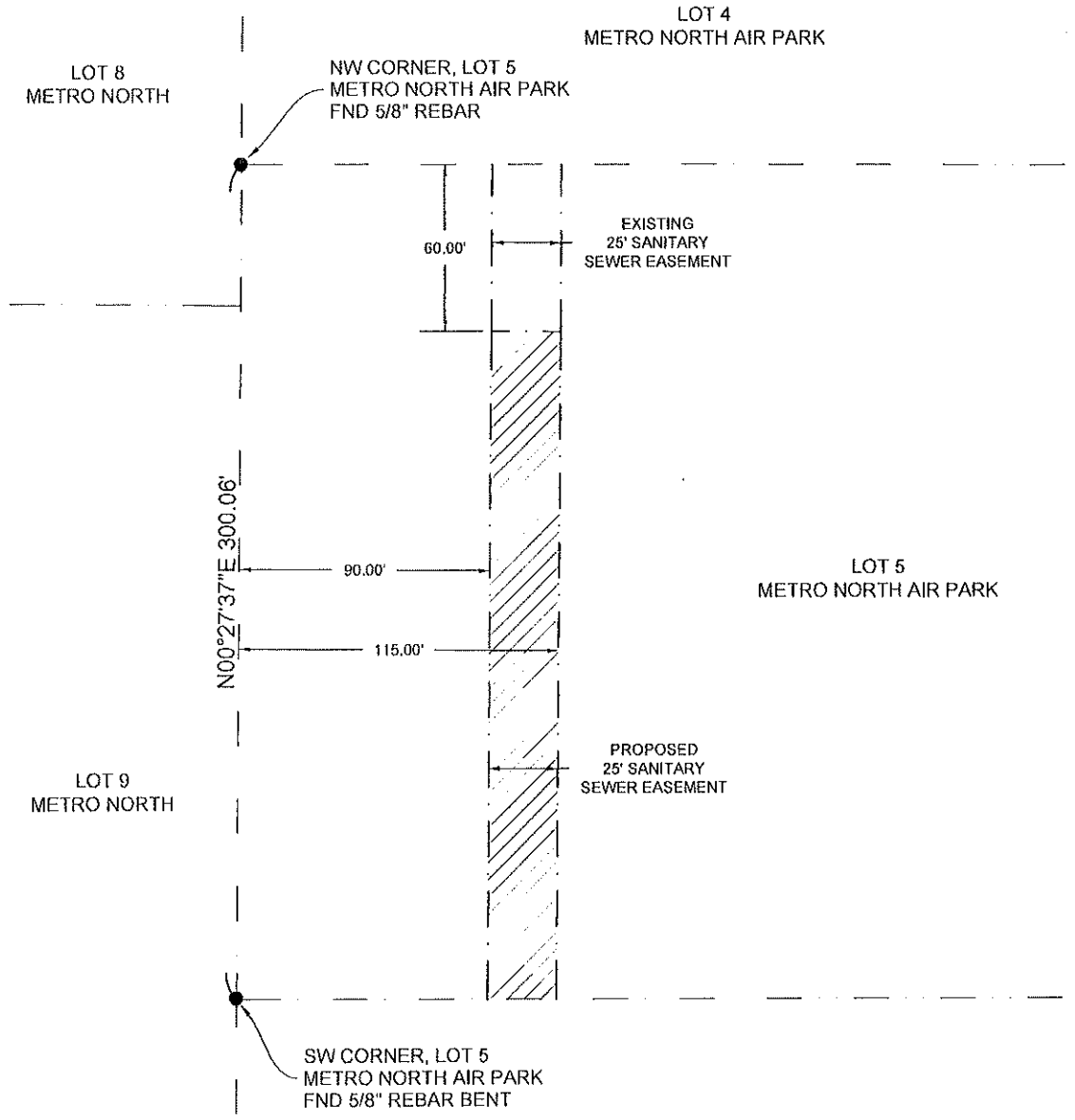
On this 10th day of July, 2023, before me, the undersigned, a Notary Public in and for said County and State personally appeared Justin Sample, to me personally known, who being by me duly sworn, did say that he is President of SPAL-USA Incorporated, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of SPAL-USA Incorporated, by it and by him voluntarily executed.

PAUL BENSCHOTER
COMMISSION NO. 788487
Iowa
MY COMM. EXPIRES 06/01/2025
NOTARIAL SEAL

_____
Notary Public in and for the State of Iowa

EXHIBIT '01'

EXHIBIT



N
NORTH

0 25 50
(IN FEET)
1 inch = 50 ft.

LEGAL DESCRIPTION:

A 25.00 FOOT SANITARY SEWER EASEMENT BEING THE EAST 25.00 FEET OF THE WEST 115.00 FEET OF LOT 5, METRO NORTH AIR PARK, AN OFFICIAL PLAT, INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA, EXCEPT THE NORTH 60.00 FEET OF SAID LOT 5.

DESCRIBED AREA CONTAINS 6,001 SQUARE FEET AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGEND

- PROPERTY LINE
- SECTION LINE
- ROW LINE
- EASEMENT AREA

McCLURE
making lives better.
335 SE Oralabor Road
Ankeny, Iowa 50021
515-512-1361

REVISIONS

EXHIBIT
SANITARY SEWER EASEMENT
ANKENY, IOWA
POLK COUNTY
2022001042-001
05/18/2023

ENGINEER N/A | DRAWN BY P.SHELQUIST
SURVEYOR P.SHELQUIST | CREW CHIEF N/A
SKETCH NO. EXH-01

DRAWING PATH: \\mcecdsmpr\01\projects\2022001042-001\06-Drawings\Survey\EXH - Sanitary Sewer Easement.dwg PLOT DATE: 05/18/2023 2:18 PM PLOTTED BY: PATRICK SHELQUIST

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer 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)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent storm sewer and drainage easement and temporary construction easement from Douglas H Laudick and Gina M Flowers at 2012 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project.

FISCAL IMPACT: **Yes**

The total compensation for the permanent storm sewer and drainage easement and temporary construction easement is $2,365.00. The cost for the permanent storm sewer and drainage easement and temporary construction easement is part of the project costs for the Westwinds Plat 9 Storm Sewer Extension project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting permanent storm sewer and drainage easement and temporary construction easement from Douglas H Laudick and Gina M Flowers at 2012 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Permanent Easement Purchase Agreement
Permanent Storm Sewer and Drainage Easement
Temporary Construction Easement Purchase Offer
Temporary Construction Easement

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT STORM SEWER AND DRAINAGE EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AT 2012 SW WESTWINDS DRIVE FOR THE WESTWINDS PLAT 9 STORM SEWER EXTENSION PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that permanent storm sewer and drainage easement and temporary construction easement be granted by Douglas H Laudick and Gina M Flowers at 2012 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent storm and drainage easement and temporary construction easement necessary for the construction of the Westwinds Plat 9 Storm Sewer Extension project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent storm sewer and drainage easement and temporary construction easement from Douglas H Laudick and Gina M Flowers at 2012 SW Westwinds Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Storm Sewer and Drainage Easement, and Temporary Construction Easement for the completion of the Westwinds Plat 9 Storm Sewer Extension project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 7th day of August, 2023.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Douglas H. Laudick & Gina M. Flowers
2012 SW Westwinds Drive
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $1,690.00, calculated as follows:

Fee Title:	0 SF x $5.66 / SF =	$ 00.00
Permanent Easement:	419 SF x $5.66 / x 50% SF =	$1,190.00
Temporary Easement:	0 SF x $5.66 / SF X 0% X 1 yr =	$ 00.00
Other Considerations: Tree Removal	Cost to Cure =	$ 500.00
Total Compensation:	(Rounded Up)	$1,690.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the The Westwinds, Plat 9 - Storm Sewer Extension project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

10. Grading. The regrade of the properties will include a trough over the storm sewer to carry water down the hill, as per the construction plans.

Dated at Ankeny, Iowa, this 9 day of June, 2023.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 9 day of June, 2023.

By: _____
Douglas H. Laudick

By: _____
Gina M. Flowers

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-018		
Description:	Pt Lot 5, The Westwinds, Plat 9		
Proprietor:	Douglas H Laudick and Gina M Flowers		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

PERMANENT EASEMENT

EXHIBIT 003-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

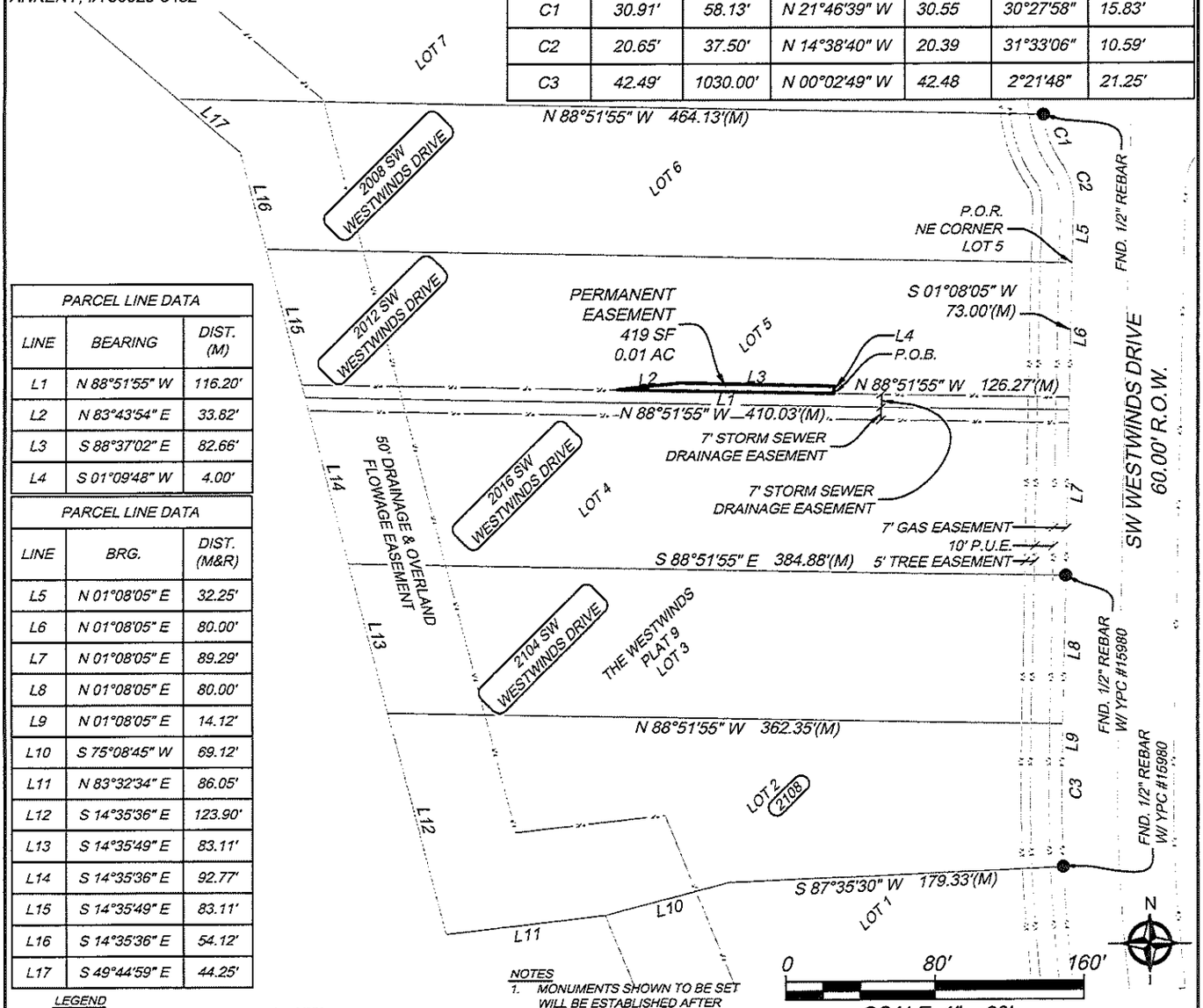
MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	30.91'	58.13'	N 21°46'39" W	30.55	30°27'58"	15.83'
C2	20.65'	37.50'	N 14°38'40" W	20.39	31°33'06"	10.59'
C3	42.49'	1030.00'	N 00°02'49" W	42.48	2°21'48"	21.25'

PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	N 88°51'55" W	116.20'
L2	N 83°43'54" E	33.82'
L3	S 88°37'02" E	82.66'
L4	S 01°09'48" W	4.00'

PARCEL LINE DATA		
LINE	BRG.	DIST. (M&R)
L5	N 01°08'05" E	32.25'
L6	N 01°08'05" E	80.00'
L7	N 01°08'05" E	89.29'
L8	N 01°08'05" E	80.00'
L9	N 01°08'05" E	14.12'
L10	S 75°08'45" W	69.12'
L11	N 83°32'34" E	86.05'
L12	S 14°35'36" E	123.90'
L13	S 14°35'49" E	83.11'
L14	S 14°35'36" E	92.77'
L15	S 14°35'49" E	83.11'
L16	S 14°35'36" E	54.12'
L17	S 49°44'59" E	44.25'



NOTES
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

FIELD SURVEY COMPLETED: Sept. 2020

LEGEND
- ▲ FND. SECTION CORNER (AS NOTED)
- △ SET SECTION CORNER
- ● FOUND PROPERTY CORNER (AS NOTED)
- ○ SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
- X CALCULATED POINT NOT SET
- M MEASURED
- R RECORDED PREVIOUSLY
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- I.R. IRON ROD
- I.P. IRON PIPE
- — — — SECTION LINE
- ——R/W—— EXISTING RIGHT-OF-WAY LINE
- ——— EXISTING LOT LINE
- ——P/L—— PROPERTY LINE
- ▨ PERMANENT EASEMENT

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH 17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

Chad W. Marsh 6-14-23

CHAD W. MARSH DATE

License Number 17340

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

PERMANENT EASEMENT

EXHIBIT 003-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 003-P1:

A PORTION OF LOT 5, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 01°08'05" WEST, 73.00 FEET ON THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 126.27 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°51'55" WEST, 116.20 FEET ON SAID NORTH LINE; THENCE NORTH 83°43'54" EAST, 33.82 FEET; THENCE SOUTH 88°37'02" EAST, 82.66 FEET; THENCE SOUTH 01°09'48" WEST, 4.00 FEET TO THE POINT OF BEGINNING CONTAINING (419 SQUARE FEET) 0.01 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

WHEN RECORDED RETURN TO:
City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Storm Sewer and Drainage Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Douglas H. Laudick, a single person, and Gina M. Flowers, a single person (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent storm sewer and drainage easement under, through, and across the following described real estate:

(SEE NEXT PAGE FOR LEGAL DESCRIPTION)

LEGAL DESCRIPTION 003-P1:

A PORTION OF LOT 5, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 01°08'05" WEST, 73.00 FEET ON THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 126.27 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°51'55" WEST, 116.20 FEET ON SAID NORTH LINE; THENCE NORTH 83°43'54" EAST, 31.35 FEET; THENCE SOUTH 88°37'02" EAST, 85.11 FEET; THENCE SOUTH 01°09'48" WEST, 3.67 FEET TO THE POINT OF BEGINNING CONTAINING (391 SQUARE FEET) 0.01 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

See Attached Permanent Easement Plat

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC STORM SEWER AND APPURTENANCES
PUBLIC DRAINAGE CHANNEL

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.

4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

8. Maintenance of Easement. Grantor shall keep and preserve that portion of the Easement within the Grantor's property in good repair and condition at all times, and shall remove all living or dead trees, shrubs, or brush, and trash or debris, which might obstruct or impede the flow of water across the surface of said Easement. Natural grasses established within the easement area are a critical component of the erosion control plan. Grantor will continue to be responsible for maintaining the easement area as needed to control weeks, but will not remove, kill, or replace the grasses established by the city in the easement area.

9. Control of Surface Runoff. Grantor will continue to be responsible for controlling surface runoff, maintaining ground cover, and maintaining stable slopes on all areas of Grantor's property. Private drains, if constructed by Grantor to outfall to the Easement Area, must be constructed and maintained by Grantor in such a way as to prevent erosion at the outfall.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 9 day of June, 2023.

Douglas H. Laudick

Douglas H. Laudick

Gina M. Flowers

Gina M. Flowers

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 9 day of June, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas H Laudick and Gina M. Flowers,

___ to me personally known
or ✓ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SEAN DEVINE
Commission Number 834180
My Commission Expires
September 3, 2024

Sean Devine (Sign in Ink)

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

| X INDIVIDUAL
| ___ CORPORATE
| Title(s) of Corporate Officer(s)
| _____
| _____
| ___ Corporate Seal is affixed
| ___ No Corporate Seal procured
| ___ PARTNER(s):
| ___ Limited Partnership
| ___ General Partnership
| ___ ATTORNEY-IN-FACT
| ___ EXECUTOR(s) or TRUSTEE(s)
| ___ GUARDIAN(s) or CONSERVATOR(s)
| ___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Douglas H. Laudick
Gina M. Flowers

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-018		
Description:	Pt Lot 5, The Westwinds, Plat 9		
Proprietor:	Douglas H Laudick and Gina M Flowers		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

PERMANENT EASEMENT

EXHIBIT 003-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

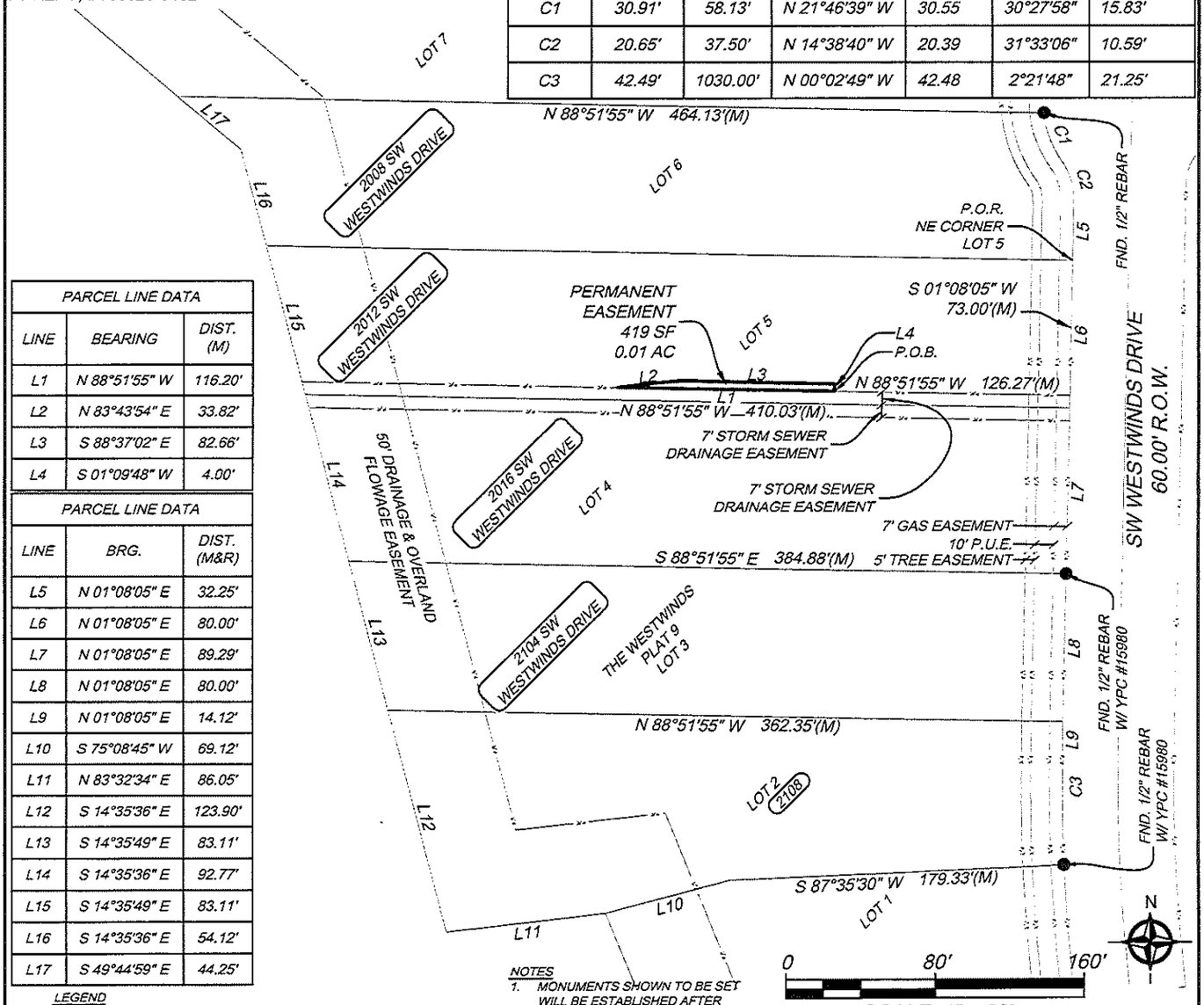
MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	30.91'	58.13'	N 21°46'39" W	30.55	30°27'58"	15.83'
C2	20.65'	37.50'	N 14°38'40" W	20.39	31°33'06"	10.59'
C3	42.49'	1030.00'	N 00°02'49" W	42.48	2°21'48"	21.25'

PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	N 88°51'55" W	116.20'
L2	N 83°43'54" E	33.82'
L3	S 88°37'02" E	82.66'
L4	S 01°09'48" W	4.00'

PARCEL LINE DATA		
LINE	BRG.	DIST. (M&R)
L5	N 01°08'05" E	32.25'
L6	N 01°08'05" E	80.00'
L7	N 01°08'05" E	89.29'
L8	N 01°08'05" E	80.00'
L9	N 01°08'05" E	14.12'
L10	S 75°08'45" W	69.12'
L11	N 83°32'34" E	86.05'
L12	S 14°35'36" E	123.90'
L13	S 14°35'49" E	83.11'
L14	S 14°35'36" E	92.77'
L15	S 14°35'49" E	83.11'
L16	S 14°35'36" E	54.12'
L17	S 49°44'59" E	44.25'



SCALE 1" = 80'

FIELD SURVEY COMPLETED: Sept. 2020

NOTES
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

LEGEND

▲	FND. SECTION CORNER (AS NOTED)
△	SET SECTION CORNER
●	FOUND PROPERTY CORNER (AS NOTED)
○	SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
X	CALCULATED POINT NOT SET
M	MEASURED
R	RECORDED PREVIOUSLY
P.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
I.R.	IRON ROD
I.P.	IRON PIPE
— — —	SECTION LINE
——R/W——	EXISTING RIGHT-OF-WAY LINE
———	EXISTING LOT LINE
——P/L——	PROPERTY LINE
▨	PERMANENT EASEMENT

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH 17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Chad W. Marsh 6-14-23

CHAD W. MARSH — DATE

License Number 17340

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET 1 OF 2

PERMANENT EASEMENT

EXHIBIT 003-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 003-P1:

A PORTION OF LOT 5, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 01°08'05" WEST, 73.00 FEET ON THE EAST LINE OF SAID LOT 5 TO THE NORTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 126.27 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°51'55" WEST, 116.20 FEET ON SAID NORTH LINE; THENCE NORTH 83°43'54" EAST, 33.82 FEET; THENCE SOUTH 88°37'02" EAST, 82.66 FEET; THENCE SOUTH 01°09'48" WEST, 4.00 FEET TO THE POINT OF BEGINNING CONTAINING (419 SQUARE FEET) 0.01 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Douglas H. Laudick & Gina M. Flowers
2012 SW Westwinds Drive
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $675.00, calculated as follows:

Fee Title:	0 SF x $5.66 / SF =	$ 00.00
Permanent Easement:	0 SF x $5.66 / x 50% SF =	$ 00.00
Temporary Easement:	1,496 SF x $5.66 / SF X 8% X 1 yr =	$ 675.00
Other Considerations:	Cost to Cure =	$ 00.00
Total Compensation:	(Rounded Up)	$ 675.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the The Westwinds, Plat 9 - Storm Sewer Extension project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

10. Grading. The regrade of the properties will include a trough over the storm sewer to carry water down the hill, as per the construction plans.

Dated at Ankeny, Iowa, this 31 day of July, 2023.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 31 day of July, 2023.

By: Douglas H. Laudick
Douglas H. Laudick

By: Gina M. Flowers
Gina M. Flowers

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-018		
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Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

EASEMENT EXHIBIT

EXHIBIT 003-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

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PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	N 88°37'02" W	51.94'
L2	S 83°43'54" W	33.82'
L3	N 88°51'55" W	108.83'
L4	N 49°35'04" E	15.08'
L5	S 88°51'55" E	149.86'
L6	S 78°50'06" E	33.69'

PARCEL LINE DATA		
LINE	BRG.	DIST. (M&R)
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L8	N 01°08'05" E	80.00'
L9	N 01°08'05" E	89.29'
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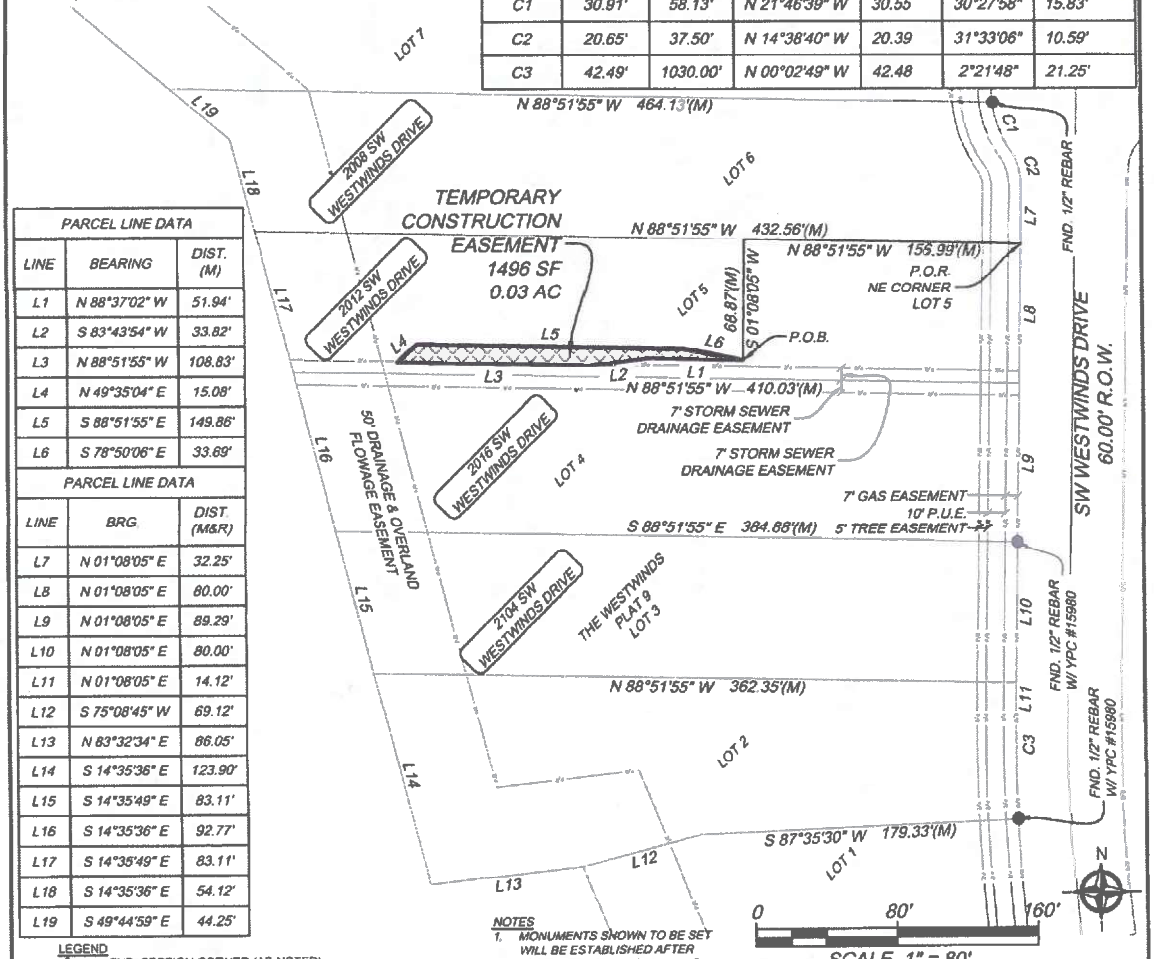

SCALE 1" = 80'

NOTES
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

LEGEND
- FND. SECTION CORNER (AS NOTED)
- SET SECTION CORNER
- FOUND PROPERTY CORNER (AS NOTED)
- SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
- X CALCULATED POINT NOT SET
- M MEASURED
- R RECORDED PREVIOUSLY
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PL PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: Sept. 2020

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH
17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Chad W. Marsh 6-14-23

CHAD W. MARSH — DATE

License Number 17340

My license renewal date is DECEMBER 31, 2024

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET 1 OF 2

EASEMENT EXHIBIT

EXHIBIT 003-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 003-T1:

A PORTION OF LOT 5, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE NORTH 88°51'55" WEST, 156.99 FEET ON THE NORTH LINE OF SAID LOT 5; THENCE SOUTH 01°08'05" WEST, 68.87 FEET TO THE POINT OF BEGINNING;THENCE NORTH 88°37'02" WEST, 51.94 FEET; THENCE SOUTH 83°43'54" WEST, 33.82 FEET TO THE NORTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 108.83 FEET ON SAID NORTH LINE; THENCE NORTH 49°35'04" EAST, 15.08 FEET; THENCE SOUTH 88°51'55" EAST, 149.86 FEET; THENCE SOUTH 78°50'06" EAST, 33.69 FEET TO THE POINT OF BEGINNING CONTAINING (1,496 SQUARE FEET) 0.03 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Douglas H. Laudick, a single person, and Gina M. Flowers, a single person (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

The Westwinds, Plat 9 - Storm Sewer Extension project

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 31st day of July, 2023.

Douglas H. Laudick

Gina M. Flowers

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 31 day of July, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas H. Laudick and Gina M Flowers,

___ to me personally known
or ✓ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Sean Devine (Sign in Ink)

SEAN DEVINE
Commission Number 834180
My Commission Expires
September 3, 2024

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

X INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Douglas H. Laudick
Gina M. Flowers
_____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-018		
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Proprietor:	Douglas H Laudick and Gina M Flowers		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

EASEMENT EXHIBIT

EXHIBIT 003-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

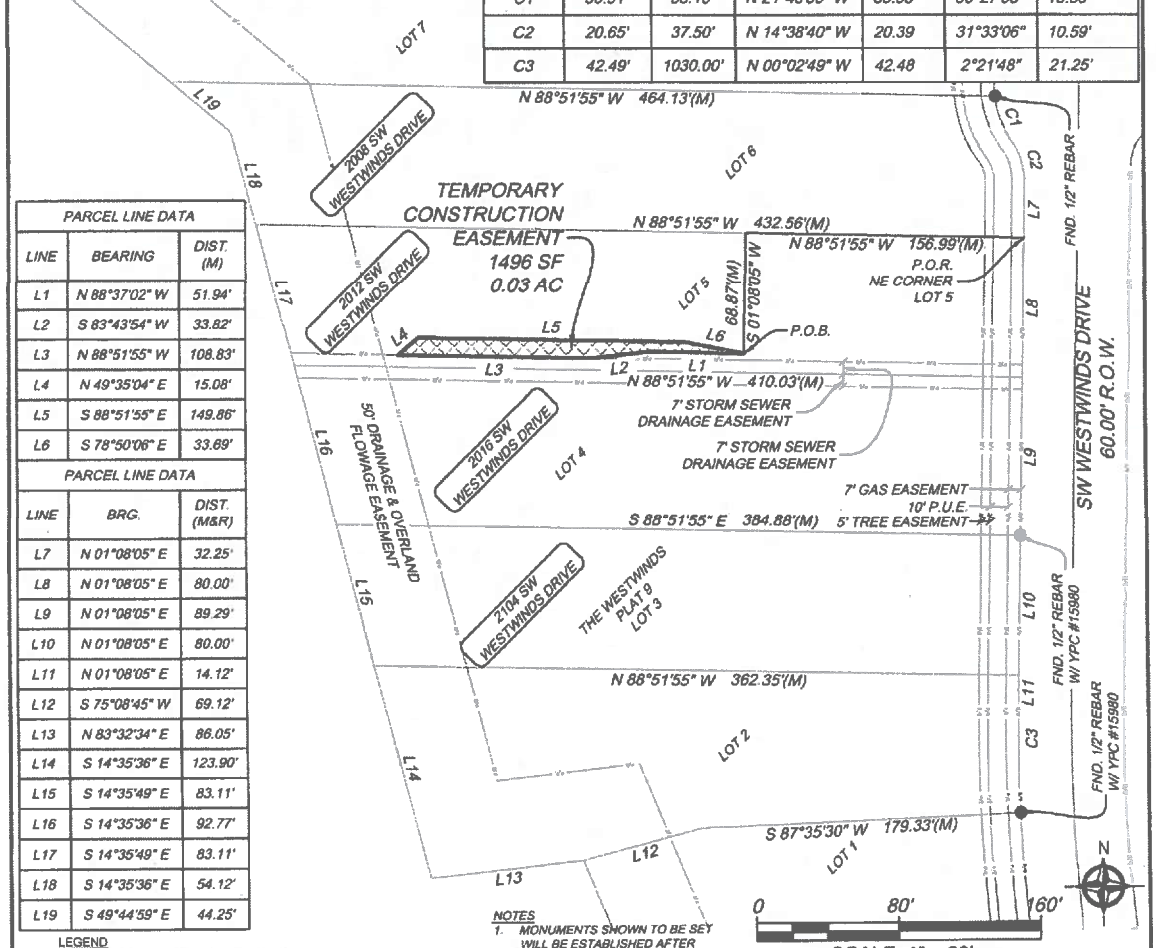
MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	30.91'	58.13'	N 21°46'39" W	30.55	30°27'58"	15.83'
C2	20.65'	37.50'	N 14°38'40" W	20.39	31°33'06"	10.59'
C3	42.49'	1030.00'	N 00°02'49" W	42.48	2°21'48"	21.25'

PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	N 88°37'02" W	51.94'
L2	S 83°43'54" W	33.82'
L3	N 88°51'55" W	108.83'
L4	N 49°35'04" E	15.08'
L5	S 88°51'55" E	149.86'
L6	S 78°50'06" E	33.69'

PARCEL LINE DATA		
LINE	BRG.	DIST. (M&R)
L7	N 01°08'05" E	32.25'
L8	N 01°08'05" E	80.00'
L9	N 01°08'05" E	89.29'
L10	N 01°08'05" E	80.00'
L11	N 01°08'05" E	14.12'
L12	S 75°08'45" W	69.12'
L13	N 83°32'34" E	86.05'
L14	S 14°35'36" E	123.90'
L15	S 14°35'49" E	83.11'
L16	S 14°35'36" E	92.77'
L17	S 14°35'49" E	83.11'
L18	S 14°35'36" E	54.12'
L19	S 49°44'59" E	44.25'



SCALE 1" = 80'

FIELD SURVEY COMPLETED: Sept. 2020

NOTES
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

LEGEND

▲	FND. SECTION CORNER (AS NOTED)
△	SET SECTION CORNER
●	FOUND PROPERTY CORNER (AS NOTED)
○	SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
X	CALCULATED POINT NOT SET
M	MEASURED
R	RECORDED PREVIOUSLY
P.O.R.	POINT OF REFERENCE
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I.R.	IRON ROD
I.P.	IRON PIPE
— — —	SECTION LINE
R/W	EXISTING RIGHT-OF-WAY LINE
	EXISTING LOT LINE
PL	PROPERTY LINE
XXXXXX	TEMPORARY CONSTRUCTION EASEMENT

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH
17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Chad W. Marsh 6-14-23

CHAD W. MARSH DATE

License Number 17340

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET
1 OF 2

EASEMENT EXHIBIT

EXHIBIT 003-T1

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THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
DOUGLAS H LAUDICK
2012 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2012 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 003-T1:

A PORTION OF LOT 5, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE NORTH 88°51'55" WEST, 156.99 FEET ON THE NORTH LINE OF SAID LOT 5; THENCE SOUTH 01°08'05" WEST, 68.87 FEET TO THE POINT OF BEGINNING;THENCE NORTH 88°37'02" WEST, 51.94 FEET; THENCE SOUTH 83°43'54" WEST, 33.82 FEET TO THE NORTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 108.83 FEET ON SAID NORTH LINE; THENCE NORTH 49°35'04" EAST, 15.08 FEET; THENCE SOUTH 88°51'55" EAST, 149.86 FEET; THENCE SOUTH 78°50'06" EAST, 33.69 FEET TO THE POINT OF BEGINNING CONTAINING (1,496 SQUARE FEET) 0.03 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

ANKENY CITY COUNCIL

City Council Agenda

August 7, 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:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa. (2104 SW Westwinds Drive - Christian and Christian)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Brock K Christian and Elyse E Christian at 2104 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is $18,529.00. The cost for the temporary construction easement is part of the project costs for the Westwinds Plat 9 Storm Sewer Extension project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Brock K

Christian and Elyse E Christian at 2104 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Temporary Construction Easement

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT AT 2104 SW WESTWINDS DRIVE FOR THE WESTWINDS PLAT 9 STORM SEWER EXTENSION PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Brock K Christian and Elyse E Christian at 2104 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the Westwinds Plat 9 Storm Sewer Extension project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Brock K Christian and Elyse E Christian at 2104 SW Westwinds Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the Westwinds Plat 9 Storm Sewer Extension project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 7th day of August, 2023.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Brock K. Christian and Elyse E. Christian
2104 SW Westwinds Drive
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire an easement on property owned by you situated in Ankeny, Iowa, and legally described on the attached Temporary Easement Exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $18,529.00, calculated as follows:

Fee Title:	0 SF x $5.66/SF =	$ 0.00
Permanent Easement:	0 SF x $5.66/SF x 50% =	$ 0.00
Temporary Easement:	2,807 SF x $5.66/SF x 8% x 1 year =	$ 1,295.00
Other Considerations:	Cost to Cure (trees, irrigation, driveway) =	$17,234.00
Total Compensation:	(Rounded Up)	$18,529.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the The Westwinds, Plat 9 - Storm Sewer Extension project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 18 day of July, 2023.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Sean Devine, JCG Land Service, Inc.

THIS OFFER IS ACCEPTED on this 18 day of July, 2023.

By: _____
Brock K. Christian

By: _____
Elyse E. Christian

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-020		
Description:	Pt Lot 3, The Westwinds, Plat 9		
Proprietor:	Brock K Christian & Elyse E Christian		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

EASEMENT EXHIBIT

EXHIBIT 001-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BROCK K CHRISTIAN
2104 SW WESTWINDS DR
ANKENY, IA 50023-5422

PROPERTY ADDRESS:
2104 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE						
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PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	S 01°08'05" W	21.00'
L2	S 01°08'05" W	23.59'
L3	N 88°50'12" W	6.73'
L4	N 68°56'37" W	62.78'
L5	S 63°03'18" W	29.22'
L6	N 38°27'59" W	24.13'
L7	N 14°57'44" W	19.12'
L8	S 88°51'55" E	46.26'
L9	S 69°53'42" E	64.61'
L10	S 88°50'12" E	4.88'

PARCEL LINE DATA		
LINE	BRG.	DIST. (M&R)
L11	N 01°08'05" E	32.25'
L12	N 01°08'05" E	80.00'
L13	N 01°08'05" E	89.29'
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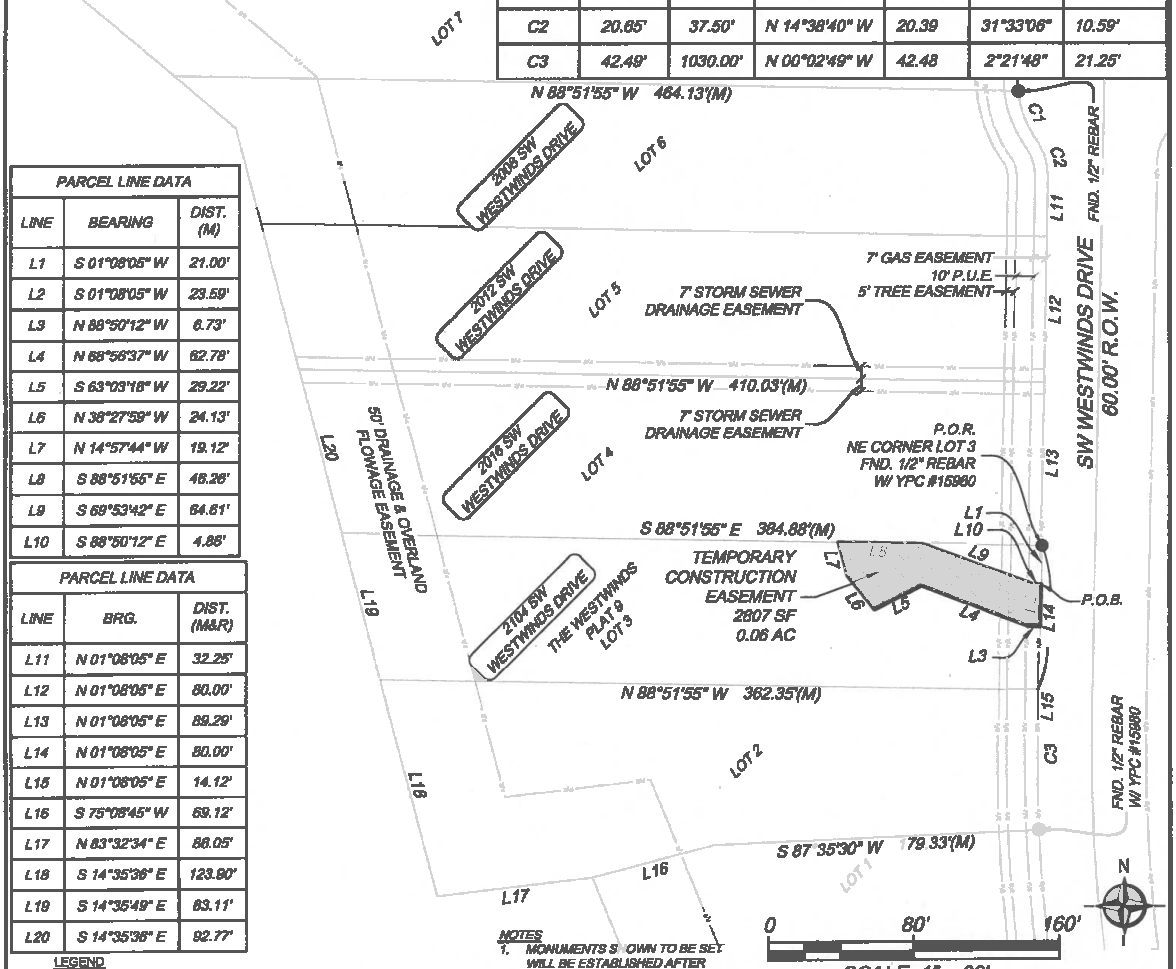
L18	S 14°35'36" E	123.90'
L19	S 14°35'49" E	83.11'
L20	S 14°35'36" E	92.77'



NOTES
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

LEGEND
- FND. SECTION CORNER (AS NOTED)
- SET SECTION CORNER
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- I.P. IRON PIPE
- SECTION LINE
- R/W EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PL PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: JUNE 2021

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH
17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

6-22-23

CHAD W. MARSH *DATE*

License Number 17340

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/21/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET
1 OF 2

EASEMENT EXHIBIT

EXHIBIT 001-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BROCK K CHRISTIAN
2104 SW WESTWINDS DR
ANKENY, IA 50023-5422

PROPERTY ADDRESS:
2104 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 001-T1:

A PORTION OF LOT 3, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°08'05" WEST, 21.00 FEET ON THE EAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'05" WEST, 23.59 FEET ON SAID EAST LINE; THENCE NORTH 88°50'12" WEST, 6.73 FEET; THENCE NORTH 68°56'37" WEST, 62.78 FEET; THENCE SOUTH 63°03'18" WEST, 29.22 FEET; THENCE NORTH 38°27'59" WEST, 24.13 FEET; THENCE NORTH 14°57'44" WEST, 19.12 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 88°51'55" EAST, 46.26 FEET ON SAID NORTH LINE; THENCE SOUTH 69°53'42" EAST, 64.61 FEET; THENCE SOUTH 88°50'12" EAST, 4.86 FEET TO THE POINT OF BEGINNING CONTAINING (2,807 SQUARE FEET) 0.06 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/21/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Brock K. Christian and Elyse E. Christian, a married couple (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

The Westwinds, Plat 9 - Storm Sewer Extension

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 18 day of July, 2023.

Brock K. Christian

Elyse E. Christian

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 18 day of July, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Brock K. Christian and Elyse E. Christian,

___ to me personally known
or ✓ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) SEAN DEVINE Commission Number 834180 My Commission Expires September 3, 2024

Sean Devine (Sign in Ink)

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

X INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
_____
_____
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Brock K. Christian
Elyse E. Christian
_____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

Index Legend			
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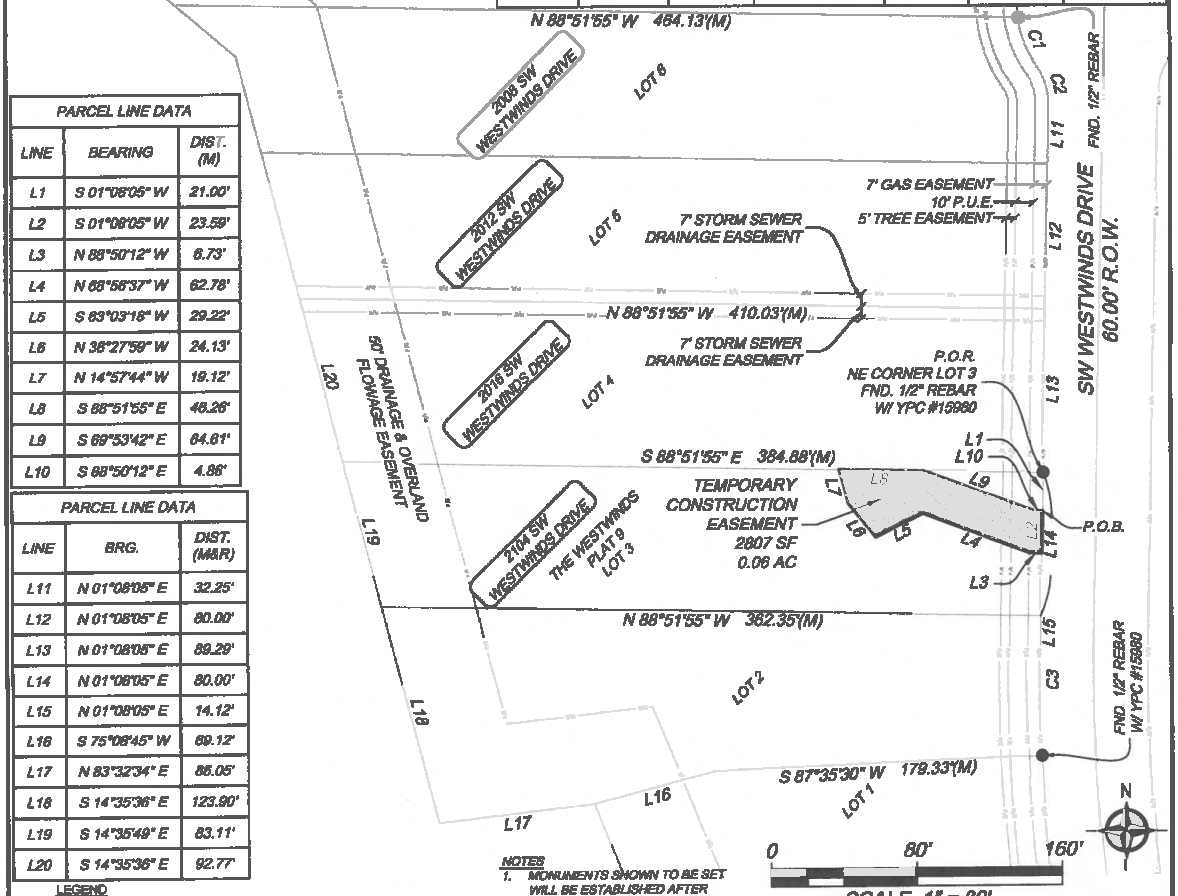

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FIELD SURVEY COMPLETED: JUNE 2021

LEGEND
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- — — — SECTION LINE
- —R/W— EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- —PL— PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH
17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Chad W. Marsh 6-22-23

CHAD W. MARSH *DATE*

License Number 17340

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/21/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET
1 OF 2

EASEMENT EXHIBIT

EXHIBIT 001-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BROCK K CHRISTIAN
2104 SW WESTWINDS DR
ANKENY, IA 50023-5422

PROPERTY ADDRESS:
2104 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 001-T1:

A PORTION OF LOT 3, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 01°08'05" WEST, 21.00 FEET ON THE EAST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°08'05" WEST, 23.59 FEET ON SAID EAST LINE; THENCE NORTH 88°50'12" WEST, 6.73 FEET; THENCE NORTH 68°56'37" WEST, 62.78 FEET; THENCE SOUTH 63°03'18" WEST, 29.22 FEET; THENCE NORTH 38°27'59" WEST, 24.13 FEET; THENCE NORTH 14°57'44" WEST, 19.12 FEET TO THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 88°51'55" EAST, 46.26 FEET ON SAID NORTH LINE; THENCE SOUTH 69°53'42" EAST, 64.61 FEET; THENCE SOUTH 88°50'12" EAST, 4.86 FEET TO THE POINT OF BEGINNING CONTAINING (2,807 SQUARE FEET) 0.06 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/21/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of permanent storm sewer and drainage easement and temporary construction easement for the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa. (2016 SW Westwinds - Machan)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting permanent storm sewer and drainage easement and temporary construction easement from Brian L Machan at 2016 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project.

FISCAL IMPACT: **Yes**

The total compensation for the permanent storm sewer and drainage easement and temporary construction easement is $34,235.00. The cost for the permanent storm sewer and drainage easement and temporary construction easement is part of the project costs for the Westwinds Plat 9 Storm Sewer Extension project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting permanent storm sewer and drainage easement and temporary construction easement from Brian L Machan at 2016 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Purchase Agreement
Permanent Storm Sewer and Drainage Easement
Temporary Construction Easement

RESOLUTION 2023-XXX

A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND APPROVING DOCUMENTS FOR THE ACQUISITION OF PERMANENT STORM SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AT 2016 SW WESTWINDS DRIVE FOR THE WESTWINDS PLAT 9 STORM SEWER EXTENSION PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that permanent storm sewer easement and temporary construction easement be granted by Brian L. Machan at 2016 SW Westwinds Drive to facilitate the construction of the Westwinds Plat 9 Storm Sewer Extension project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said permanent storm easement and temporary construction easement necessary for the construction of the Westwinds Plat 9 Storm Sewer Extension project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said permanent storm sewer easement and temporary construction easement from Brian L Machan at 2016 SW Westwinds Drive.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement, Permanent Storm Sewer Easement, and Temporary Construction Easement for the completion of the Westwinds Plat 9 Storm Sewer Extension project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 7th day of August, 2023.

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA
OFFER TO PURCHASE

To Seller: Brian Lee Machan
2016 SW Westwinds Drive
Ankeny, IA 50023

1. Property Description. The City of Ankeny, Iowa, intends to acquire easements on property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay $34,235.00, calculated as follows:

Fee Title:	0 SF x $5.66 / SF =	$ 00.00
Permanent Easement:	3,757 SF x $5.66 / x 50% SF =	$10,635.00
Temporary Easement:	2,391 SF x $5.66 / SF X 8% X 1 yr =	$ 1,100.00
Other Considerations:	Cost to Cure (Landscaping/trees) =	$22,500.00
Total Compensation:	(Rounded Up)	$34,235.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the The Westwinds, Plat 9 - Storm Sewer Extension project.

4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.

5. Possession. Possession shall be upon receipt of funds.

6. Conveyance. Upon payment of the purchase price, Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.

7. Time is of the Essence. Time is of the essence in this contract.

8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and Seller agrees to warrant good and sufficient title.

9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by Seller.

Dated at Ankeny, Iowa, this 18 day of July, 2023.

REPRESENTING THE CITY OF ANKENY, IOWA

By: _____
Sean Devine, JCG Land Services, Inc.

THIS OFFER IS ACCEPTED on this 18th day of July, 2023.

By: _____
Brian Lee Machan

By: _____

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20_____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-019		
Description:	Pt Lot 4, The Westwinds, Plat 9		
Proprietor:	Brian L. Machan		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

PERMANENT EASEMENT

EXHIBIT 002-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

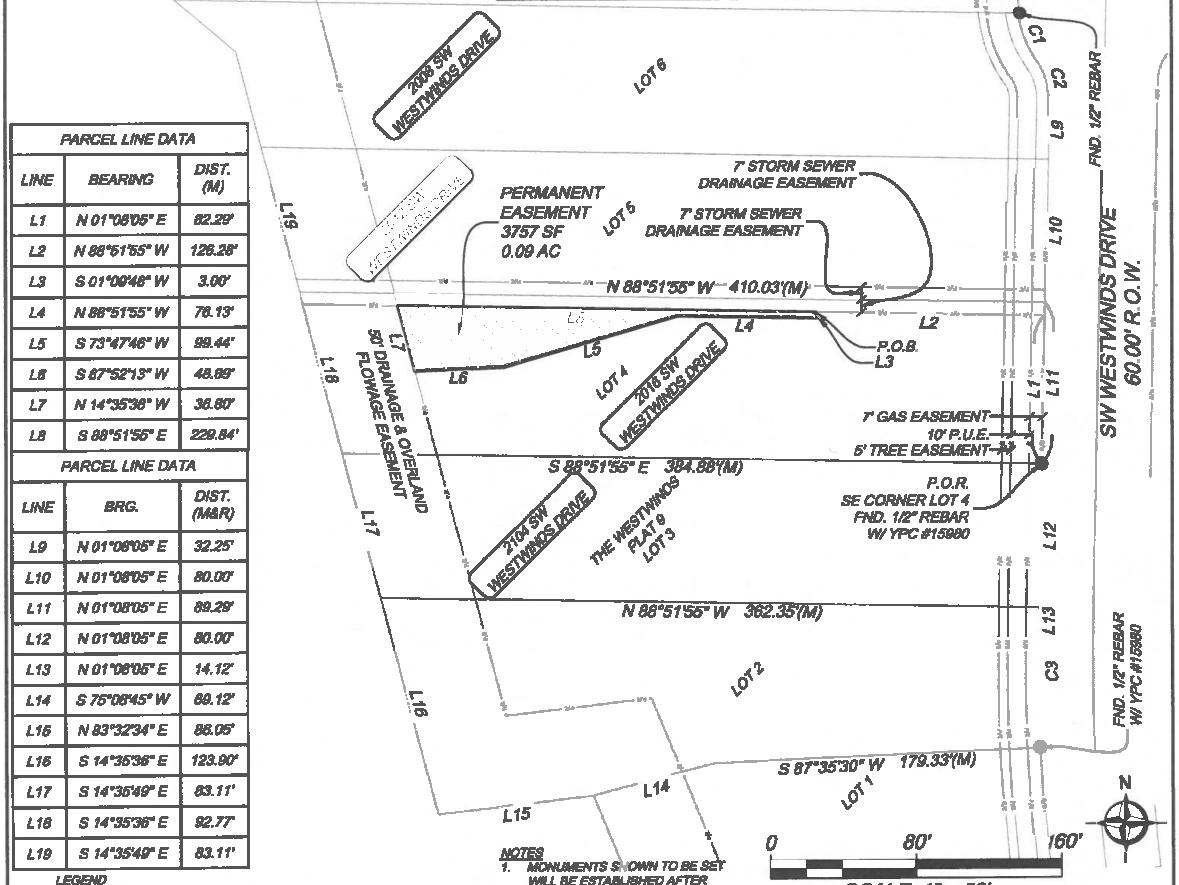
MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	30.91'	58.12'	N 71°46'39" W	30.55'	30°27'58"	15.83'
C2	20.05'	37.50'	N 34°38'40" W	20.39'	31°33'06"	10.59'
C3	42.48'	1030.00'	N 00°01'49" W	42.48'	2°21'58"	21.25'

PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	N 01°08'05" E	82.29'
L2	N 88°51'55" W	126.28'
L3	S 01°09'48" W	3.00'
L4	N 88°51'55" W	76.13'
L5	S 73°47'46" W	99.44'
L6	S 87°52'13" W	48.89'
L7	N 14°35'36" W	36.80'
L8	S 88°51'55" E	229.84'

PARCEL LINE DATA		
LINE	BRG.	DIST. (M&R)
L9	N 01°08'05" E	32.25'
L10	N 01°08'05" E	80.00'
L11	N 01°08'05" E	89.29'
L12	N 01°08'05" E	80.00'
L13	N 01°08'05" E	14.12'
L14	S 75°08'45" W	89.12'
L15	N 83°32'34" E	86.05'
L16	S 14°35'36" E	123.90'
L17	S 14°35'49" E	83.11'
L18	S 14°35'36" E	92.77'
L19	S 14°35'49" E	83.11'



SCALE 1" = 80'

FIELD SURVEY COMPLETED: Sept. 2020

LEGEND

- ▲ FND. SECTION CORNER (AS NOTED)
- △ SET SECTION CORNER
- ● FOUND PROPERTY CORNER (AS NOTED)
- ○ SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
- X CALCULATED POINT NOT SET
- M MEASURED
- R RECORDED PREVIOUSLY
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- I.R. IRON ROD
- I.P. IRON PIPE
- — — — SECTION LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- —P/L— PROPERTY LINE
- PERMANENT EASEMENT

NOTES

1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH 17340
IOWA

I hereby certify that this land surveying document was prepared and the relevant survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Chad W. Marsh 6-14-23

CHAD W. MARSH — DATE

License Number 17340

My license renewal date is DECEMBER 31, 2023

Pages or sheets covered by this seal:

(Sheets 1 of 2 and 2 of 2)

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO: 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1087

PERMANENT EASEMENT

EXHIBIT 002-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 002-P1:

A PORTION OF LOT 4, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 01°08'05" WEST, 82.29 FEET ON THE EAST LINE OF SAID LOT 4 TO THE SOUTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 126.28 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE SOUTH 01°09'48" WEST, 3.00 FEET; THENCE NORTH 88°51'55" WEST, 76.13 FEET; THENCE SOUTH 73°47'46" WEST, 99.44; THENCE SOUTH 87°52'13" WEST, 48.89 FEET TO THE EASTERLY LINE OF AN EXISTING 50 FOOT DRAINAGE AND OVERLAND FLOWAGE EASEMENT; THENCE NORTH 14°35'36" WEST, 36.80 FEET ON SAID EASTERLY LINE TO SAID SOUTH LINE; THENCE SOUTH 88°51'55" EAST, 229.84 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING CONTAINING (3,757 SQUARE FEET) 0.09 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1087

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-019		
Description:	Pt Lot 4, The Westwinds, Plat 9		
Proprietor:	Brian L. Machan		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

EASEMENT EXHIBIT

EXHIBIT 002-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	42.49'	1030.00'	N 89° 02'49" W	42.49	2°21'40"	21.25'
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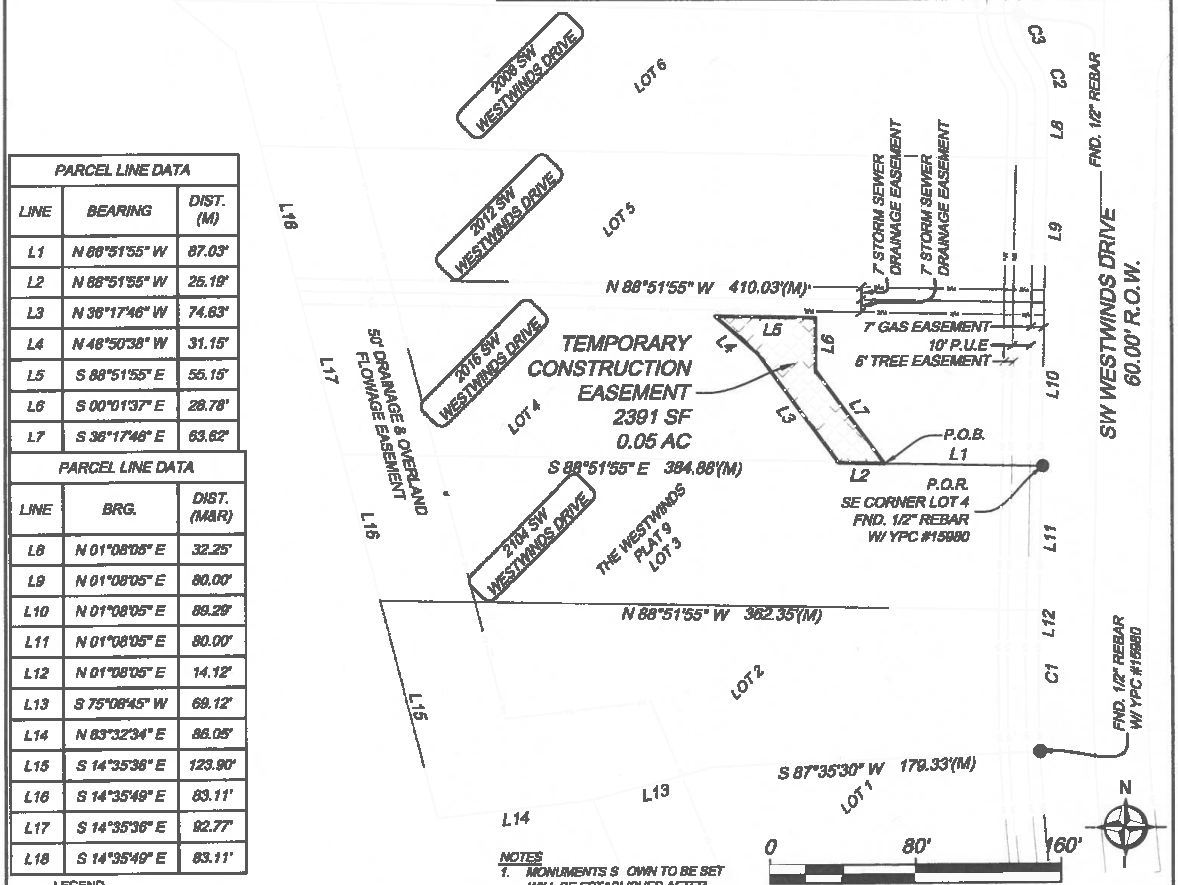
C3	30.91'	58.13'	N 21°40'39" W	30.55	30°27'58"	15.83'

PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	N 88°51'55" W	87.03'
L2	N 88°51'55" W	25.19'
L3	N 36°17'46" W	74.63'
L4	N 48°50'38" W	31.15'
L5	S 88°51'55" E	55.15'
L6	S 00°01'37" E	28.78'
L7	S 36°17'46" E	63.62'

PARCEL LINE DATA		
LINE	BRG.	DIST. (MAR)
L8	N 01°08'05" E	32.25'
L9	N 01°08'05" E	80.00'
L10	N 01°08'05" E	89.29'
L11	N 01°08'05" E	80.00'
L12	N 01°08'05" E	14.12'
L13	S 75°08'45" W	69.12'
L14	N 83°32'34" E	86.05'
L15	S 14°35'36" E	123.90'
L16	S 14°35'49" E	83.11'
L17	S 14°35'36" E	92.77'
L18	S 14°35'49" E	83.11'



NOTES
1. MONUMENTS S OWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

LEGEND

▲	FND. SECTION CORNER (AS NOTED)
△	SET SECTION CORNER
●	FOUND PROPERTY CORNER (AS NOTED)
○	SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
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R	RECORDED PREVIOUSLY
P.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
I.R.	IRON ROD
I.P.	IRON PIPE
— — —	SECTION LINE
	EXISTING RIGHT-OF-WAY LINE
	EXISTING LOT LINE
—PL—	PROPERTY LINE
	TEMPORARY CONSTRUCTION EASEMENT

FIELD SURVEY COMPLETED: Sept. 2020

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH
17340
IOWA

6-14-23
DATE

My license renewal date is JULY 1, 2024

Pages or sheets covered by this seal:

Sheets 1 of 2 pages

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET
1 OF 2

EASEMENT EXHIBIT

EXHIBIT 002-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 002-T1:

A PORTION OF LOT 4, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 88°51'55" WEST, 87.03 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°51'55" WEST, 25.19 FEET ON SAID SOUTH LINE; THENCE NORTH 36°17'46" WEST, 74.63 FEET; THENCE NORTH 48°50'38" WEST, 31.15 FEET; THENCE SOUTH 88°51'55" EAST, 55.15 FEET; THENCE SOUTH 00°01'37" EAST, 28.78 FEET; THENCE SOUTH 36°17'46" EAST, 63.62 FEET TO THE POINT OF BEGINNING CONTAINING (2,391 SQUARE FEET) 0.05 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105820 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

WHEN RECORDED RETURN TO:
City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450
Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023

PERMANENT STORM SEWER AND DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

That this Permanent Storm Sewer and Drainage Easement ("Easement") is entered into this _____ day of _____, 20_____, by and between Brian Lee Machan, a single person (hereinafter referred to as "Grantor"), and the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee" or "City"). In consideration of the sum of one dollar ($1.00), and other valuable consideration, in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged, Grantor does hereby sell, grant, and convey unto the Grantee, a permanent storm sewer and drainage easement under, through, and across the following described real estate:

(SEE NEXT PAGE FOR LEGAL DESCRIPTION)

LEGAL DESCRIPTION 002-P1:

A PORTION OF LOT 4, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 01°08'05" WEST, 82.29 FEET ON THE EAST LINE OF SAID LOT 4 TO THE SOUTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 126.28 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE SOUTH 01°09'48" WEST, 2.33 FEET; THENCE NORTH 88°37'02" WEST, 83.85 FEET; THENCE SOUTH 79°38'45" WEST, 140.37 FEET TO THE EASTERLY LINE OF AN EXISTING 50 FOOT DRAINAGE AND OVERLAND FLOWAGE EASEMENT; THENCE NORTH 14°35'36" WEST, 31.09 FEET ON SAID EASTERLY LINE TO SAID SOUTH LINE; THENCE SOUTH 88°51'55" EAST, 229.84 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING CONTAINING (2,500 SQUARE FEET) 0.06 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

See Attached Permanent Easement Plat

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting, and maintaining the following public improvements:

PUBLIC STORM SEWER AND APPURTENANCES
PUBLIC DRAINAGE CHANNEL

1. Right of Access. The City shall have the right of access to the Easement area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized structures placed or erected under, over, on, through, across, or within the Easement area.

2. Erection and Placement of Structures, Obstructions, Plantings, or Materials Prohibited. Grantor and its grantees, assigns, and transferees shall not erect any fence or other structure under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting, or material to be placed under, over, on, through, across, or within the Easement area without obtaining the prior written consent of the City.

3. Change of Grade Prohibited. Grantor and its grantees, assigns, and transferees shall not change the grade, elevation, or contour of any part of the Easement area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation, or contour without prior written consent of the Grantor, its grantees, assigns, or transferees.

4. Property to be Restored. The City shall restore the Easement area after exercising its rights hereunder, including, but not limited to, grading and replacing grass or sod, and any sidewalks and/or paving disturbed by the City. The City shall not be responsible for any construction, reconstruction, replacement, repair, or maintenance of any improvements located within the Easement area, unless the same have been disturbed by the City pursuant to the rights granted to the City herein.

5. Liability. Except as may be caused by defects in the initial construction of the improvements, or any other negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and the general public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors, and assigns.

8. Maintenance of Easement. Grantor shall keep and preserve that portion of the Easement within the Grantor's property in good repair and condition at all times, and shall remove all living or dead trees, shrubs, or brush, and trash or debris, which might obstruct or impede the flow of water across the surface of said Easement. Natural grasses established within the easement area are a critical component of the erosion control plan. Grantor will continue to be responsible for maintaining the easement area as needed to control weeds. Grantor may not remove, or kill, but may replace the grasses established by the city in the easement area.

9. Control of Surface Runoff. Grantor will continue to be responsible for controlling surface runoff, maintaining ground cover, and maintaining stable slopes on all areas of Grantor's property. Private drains, if constructed by Grantor to outfall to the Easement Area, must be constructed and maintained by Grantor in such a way as to prevent erosion at the outfall.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 18 day of July, 2023.

Brian Lee Machan

By: _____

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 18 day of July, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Lee Machan,

___ to me personally known
or ✓ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) _____ (Sign in Ink)

SEAN DEVINE
Commission Number 834180
My Commission Expires
September 3, 2024

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

X	INDIVIDUAL
___	CORPORATE
	Title(s) of Corporate Officer(s)
	_____
	_____
___	Corporate Seal is affixed
___	No Corporate Seal procured
___	PARTNER(s):
___	Limited Partnership
___	General Partnership
___	ATTORNEY-IN-FACT
___	EXECUTOR(s) or TRUSTEE(s)
___	GUARDIAN(s) or CONSERVATOR(s)
___	OTHER: _____

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Brian Lee Machan
_____
_____

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

_____
City Clerk of the City of Ankeny, Iowa

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-019		
Description:	Pt Lot 4, The Westwinds, Plat 9		
Proprietor:	Brian L. Machan		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

PERMANENT EASEMENT

EXHIBIT 002-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE

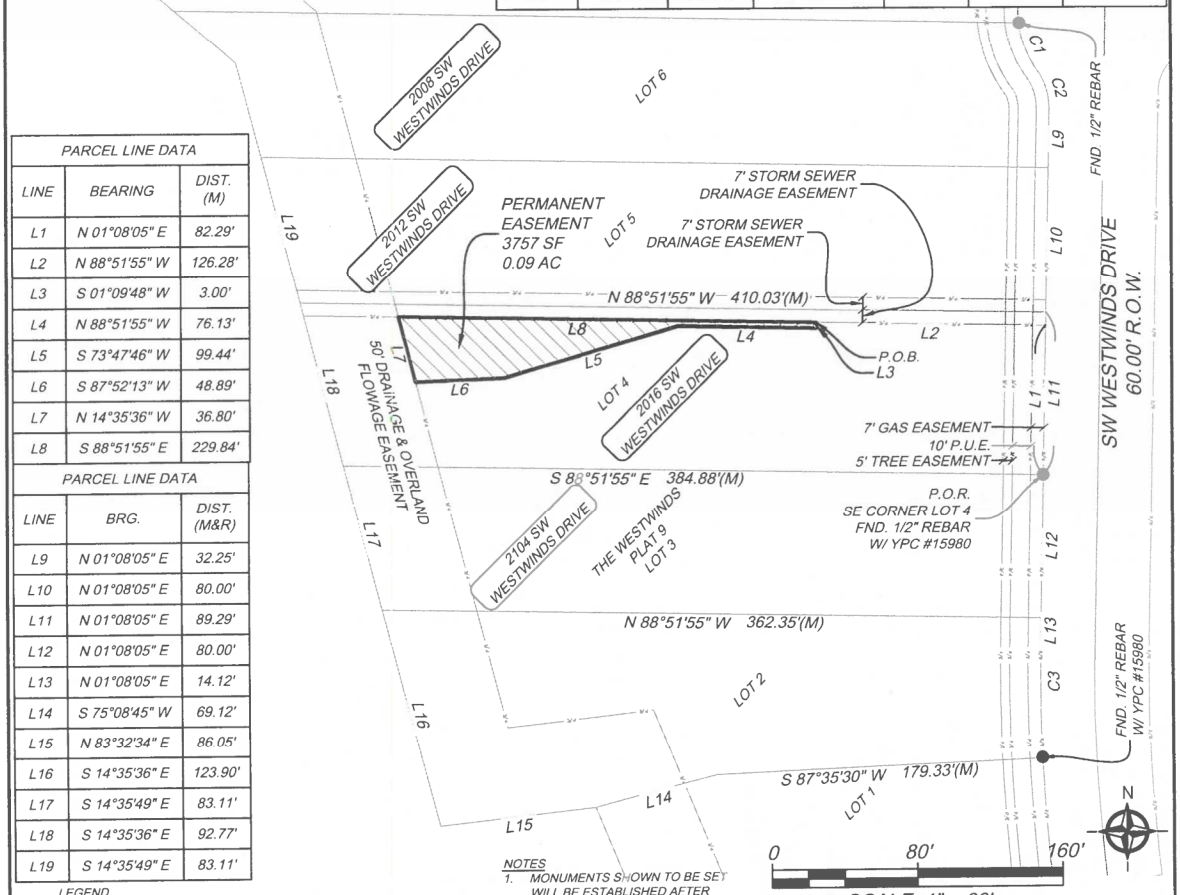
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	30.91'	58.13'	N 21°46'39" W	30.55	30°27'58"	15.83'
C2	20.65'	37.50'	N 14°38'40" W	20.39	31°33'06"	10.59'
C3	42.49'	1030.00'	N 00°02'49" W	42.48	2°21'48"	21.25'

PARCEL LINE DATA

LINE	BEARING	DIST. (M)
L1	N 01°08'05" E	82.29'
L2	N 88°51'55" W	126.28'
L3	S 01°09'48" W	3.00'
L4	N 88°51'55" W	76.13'
L5	S 73°47'46" W	99.44'
L6	S 87°52'13" W	48.89'
L7	N 14°35'36" W	36.80'
L8	S 88°51'55" E	229.84'

PARCEL LINE DATA

LINE	BRG.	DIST. (M&R)
L9	N 01°08'05" E	32.25'
L10	N 01°08'05" E	80.00'
L11	N 01°08'05" E	89.29'
L12	N 01°08'05" E	80.00'
L13	N 01°08'05" E	14.12'
L14	S 75°08'45" W	69.12'
L15	N 83°32'34" E	86.05'
L16	S 14°35'36" E	123.90'
L17	S 14°35'49" E	83.11'
L18	S 14°35'36" E	92.77'
L19	S 14°35'49" E	83.11'



SCALE 1" = 80'

FIELD SURVEY COMPLETED: Sept. 2020

NOTES
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

LEGEND

▲	FND. SECTION CORNER (AS NOTED)
△	SET SECTION CORNER
●	FOUND PROPERTY CORNER (AS NOTED)
○	SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
X	CALCULATED POINT NOT SET
M	MEASURED
R	RECORDED PREVIOUSLY
P.O.R.	POINT OF REFERENCE
P.O.B.	POINT OF BEGINNING
I.R.	IRON ROD
I.P.	IRON PIPE
— — —	SECTION LINE
——R/W——	EXISTING RIGHT-OF-WAY LINE
———	EXISTING LOT LINE
——P/L——	PROPERTY LINE
▨	PERMANENT EASEMENT

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH 17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Chad W. Marsh 6-14-23

CHAD W. MARSH *DATE*

License Number 17340

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

SHEET
1 OF 2

PERMANENT EASEMENT

EXHIBIT 002-P1

PERMANENT STORM SEWER AND DRAINAGE EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 002-P1:

A PORTION OF LOT 4, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 01°08'05" WEST, 82.29 FEET ON THE EAST LINE OF SAID LOT 4 TO THE SOUTH LINE OF AN EXISTING 7 FOOT STORM SEWER DRAINAGE EASEMENT; THENCE NORTH 88°51'55" WEST, 126.28 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE SOUTH 01°09'48" WEST, 3.00 FEET; THENCE NORTH 88°51'55" WEST, 76.13 FEET; THENCE SOUTH 73°47'46" WEST, 99.44; THENCE SOUTH 87°52'13" WEST, 48.89 FEET TO THE EASTERLY LINE OF AN EXISTING 50 FOOT DRAINAGE AND OVERLAND FLOWAGE EASEMENT; THENCE NORTH 14°35'36" WEST, 36.80 FEET ON SAID EASTERLY LINE TO SAID SOUTH LINE; THENCE SOUTH 88°51'55" EAST, 229.84 FEET ON SAID SOUTH LINE TO THE POINT OF BEGINNING CONTAINING (3,757 SQUARE FEET) 0.09 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Brian Lee Machan, a single person (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement over, under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

That said easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvement:

The Westwinds, Plat 9 - Storm Sewer Extension project

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore said described land to a satisfactory condition after construction and/or repair in satisfactory condition pursuant to the plan for the public improvement.

This easement shall be for the duration of a 12-month period from the commencement of construction by the Grantee or will expire upon the date of final acceptance of the project by the City Council of the Grantee, whichever occurs first.

That the Grantor does hereby covenant with the said Grantee, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to grant this Easement, subject to restrictive covenants, easements, encumbrances, and liens of record.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 18 day of July, 2023.

Brian Lee Machan

Signed

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 18 day of July, A.D. 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Brian Lee Machan,

___ to me personally known
or ✓ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

SEAL
SEAN DEVINE
Commission Number 834180
My Commission Expires
September 3, 2024

Sean Devine (Sign in Ink)

Sean Devine (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

X INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s)
___
___
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER: ___

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Brian Lee Machan
___
___

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, Michelle Yuska, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 20_____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

Index Legend			
City:	Ankeny	County:	Polk County
Geo Parcel:	8024-28-402-019		
Description:	Pt Lot 4, The Westwinds, Plat 9		
Proprietor:	Brian L. Machan		
Surveyor:	Chad W. Marsh		
Company:	Kirkham Michael		
Return To:	4390 114th Street Urbandale, Iowa 50322 (515) 270-0848		

EASEMENT EXHIBIT

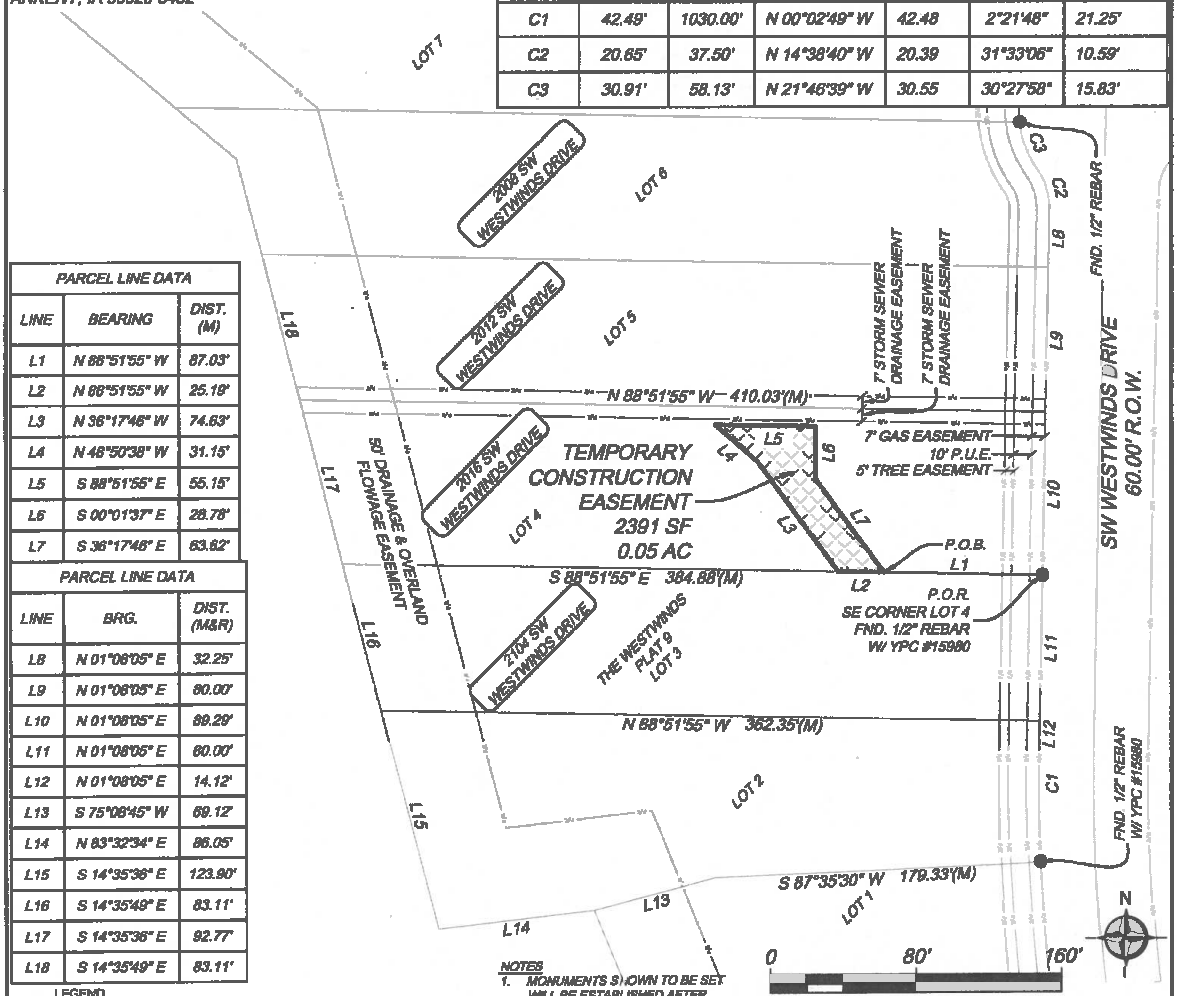
EXHIBIT 002-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

CURVE TABLE						
CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA	TANGENT
C1	42.49'	1030.00'	N 00°02'49" W	42.48	2°21'48"	21.25'
C2	20.65'	37.50'	N 14°38'40" W	20.39	31°33'06"	10.59'
C3	30.91'	58.13'	N 21°46'39" W	30.55	30°27'58"	15.83'



PARCEL LINE DATA		
LINE	BEARING	DIST. (M)
L1	N 88°51'55" W	87.03'
L2	N 88°51'55" W	25.19'
L3	N 36°17'46" W	74.63'
L4	N 48°50'39" W	31.15'
L5	S 88°51'55" E	55.15'
L6	S 00°01'37" E	28.78'
L7	S 36°17'46" E	63.62'

PARCEL LINE DATA		
LINE	BRG.	DIST. (M&R)
L8	N 01°08'05" E	32.25'
L9	N 01°08'05" E	80.00'
L10	N 01°08'05" E	89.29'
L11	N 01°08'05" E	80.00'
L12	N 01°08'05" E	14.12'
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L14	N 83°32'34" E	86.05'
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L16	S 14°35'49" E	83.11'
L17	S 14°35'36" E	92.77'
L18	S 14°35'49" E	83.11'

LEGEND
- ▲ FND. SECTION CORNER (AS NOTED)
- △ SET SECTION CORNER
- ● FOUND PROPERTY CORNER (AS NOTED)
- ○ SET 5/8"x24" REROD W/ YELLOW PLASTIC CAP #17340 OR CUT "X"
- X CALCULATED POINT NOT SET
- M MEASURED
- R RECORDED PREVIOUSLY
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- I.R. IRON ROD
- I.P. IRON PIPE
- SECTION LINE
- R/W EXISTING RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- PL PROPERTY LINE
- TEMPORARY CONSTRUCTION EASEMENT

NOTES
1. MONUMENTS SHOWN TO BE SET WILL BE ESTABLISHED AFTER CONSTRUCTION IS COMPLETE
2. ERROR OF CLOSURE FOR THIS PLAT IS WITHIN 1:5000

FIELD SURVEY COMPLETED: Sept. 2020

PROFESSIONAL LAND SURVEYOR
CHAD W. MARSH 17340
IOWA

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Chad W. Marsh 6-14-23

CHAD W. MARSH *DATE*

License Number 17340

My license renewal date is DECEMBER 31, 2024.

Pages or sheets covered by this seal:

Sheets 1 of 2 and 2 of 2

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1087

SHEET 1 OF 2

EASEMENT EXHIBIT

EXHIBIT 002-T1

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF ANKENY
THE WESTWINDS, PLAT 9 - STORM SEWER EXTENSION PROJECT

MAILING ADDRESS:
BRIAN L MACHAN
2016 SW WESTWINDS DR
ANKENY, IA 50023-5432

PROPERTY ADDRESS:
2016 SW WESTWINDS DR
ANKENY, IA

LEGAL DESCRIPTION 002-T1:

A PORTION OF LOT 4, THE WESTWINDS, PLAT 9, AN OFFICIAL PLAT NOW INCLUDED IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 88°51'55" WEST, 87.03 FEET ON THE SOUTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°51'55" WEST, 25.19 FEET ON SAID SOUTH LINE; THENCE NORTH 36°17'46" WEST, 74.63 FEET; THENCE NORTH 48°50'38" WEST, 31.15 FEET; THENCE SOUTH 88°51'55" EAST, 55.15 FEET; THENCE SOUTH 00°01'37" EAST, 28.78 FEET; THENCE SOUTH 36°17'46" EAST, 63.62 FEET TO THE POINT OF BEGINNING CONTAINING (2,391 SQUARE FEET) 0.05 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND AGREEMENTS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.

SURVEY FOR:

City of Ankeny
220 W. 1st Street
Ankeny, IA 50023
Phone: (515) 965-6450

KM PROJECT NO. 2105620 DATE: 6/14/2023

KIRKHAM MICHAEL
CONSULTING ENGINEERS
Kirkham Michael
4390 114th Street
Urbandale, IA 50322
Phone: 515-270-0848 Fax: 515-270-1067

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SE Delaware Avenue HMA Widening: Consider motion to approve: a) Final Change Order #4 decreasing the contract amount by $24,142.42; b) Certificate of Completion; c) **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Grimes Asphalt and Paving Corporation on the SE Delaware Avenue HMA Widening project.

The SE Delaware Avenue HMA Widening project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #4 decreasing the contract amount by $24,142.42.

b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the SE Delaware Avenue HMA Widening project and establishes the final contract amount to be $945,356.25.

d) Final Payment: Grimes Asphalt and Paving Corporation = $18,707.71

Retainage Payment: Grimes Asphalt and Paving Corporation =47,267.81

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 #4 decreasing the contract amount by $24,142.42.

2. Accept the Engineer's Certificate of Completion for the SE Delaware Avenue HMA Widening project.

3. Adopt the Resolution accepting the SE Delaware Avenue HMA Widening project in the final contract amount of $945,356.25.

4. Authorize Final Payment in the amount of $18,707.71, and Retainage Payment in the amount of $47,267.81.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

March 7, 2022: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Certificate of Completion
Pay Application #6 (Final)
Change Order #4 (Final)
Resolution

CERTIFICATE OF COMPLETION

SE Delaware Ave HMA Widening

Ankeny, Iowa

August 7, 2023

This is to certify that the construction improvements on the ***SE Delaware Ave HMA Widening*** project have been completed in substantial conformance with the plans and specifications for the project. The final contract amount is ***$945,356.25***. I hereby recommend acceptance of the project.

Respectfully submitted,

Michael R. Mitchell, PE
Transportation Senior Engineer
JEO Consulting Group
Iowa License Number 27353

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

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

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 6 (Final)

PAYMENT PERIOD: From: May 27, 2023 Through: June 21, 2023

Contract Summary

Original Contract Amount:	$ 915,737.43			
Net change by Change Orders:	$ 29,618.82			
Contract Amount to Date: (line 1 ± 2)		$ 945,356.25		
Total completed and stored to date:	$ 945,356.25			
Retainage: 5 % of Completed Work:	$ 47,267.81			
Total Earned less Retainage:		$ 898,088.44		
Less previous applications for payment:		$ 870,380.73		
SUBTOTAL			$	27,707.71
OTHER CHARGES (Liquidated Damages = 9 days @ $1,000/day))			$	(9,000.00)
CURRENT PAYMENT DUE			$	18,707.71
Balance to finish, including retainage:		$ 47,267.81		
Contract Time Remaining (If applicable)	(11.50) Working Days			

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

Construction Contractor Approval: Grimes Asphalt and Paving Corporation
Firm Name

Signature

Date: 7/27/23

Engineer / Consultant Approval: JEO Consulting Group
Firm Name

Signature

Date: 7/27/23

City of Ankeny Staff Approval:

Signature

Date: 7/27/2023

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

E-mail: JHaberichter@Ankenyiowa.gov *Phone:* *(515) 963-3536* *Fax:* *(515) 963-3536*

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	October 17, 2022	$ 111,456.85
2	November 21, 2022	$ 286,943.92
3	December 19, 2022	$ 263,466.71
4	February 20, 2023	$ 136,937.95
5	June 19 2023	$ 71,575.30
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = $ 870,380.73

Record of Change Orders

No.	Date	Amount
1	November 21, 2022	$ 18,287.50
2	February 20, 2023	$ 33,273.74
3	June 19, 2023	$ 2,200.00
4	August 7, 2023	$ (24,142.42)
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CHANGE ORDER TOTAL = $ 29,618.82

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	September 6, 2022

Substantial Completion

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

Full Completion

Contract Working Days:	80.0
Added by Change Order:	1.0
Total Working Days:	81.0
Working Days Used to Date:	92.5
Working Days Remaining:	(11.5)

Date Printed: 7/27/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	CLEARING AND GRUBBING	ACRE	0.04		0.04	$34,125.00	$ 1,365.00		$ -	0.04	0.04	$ 1,365.00	0.00	100.00%
2	CLEARING AND GRUBBING	UNIT	3	1.00	4.00	$455.00	$ 1,820.00		$ -	4.00	4.00	$ 1,820.00	0.00	100.00%
3	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	1863		1,863.00	$16.00	$ 29,808.00		$ -	1863.00	1,863.00	$ 29,808.00	0.00	100.00%
4	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1807		1,807.00	$10.50	$ 18,973.50	907.00	$ 9,523.50	900.00	1,807.00	$ 18,973.50	0.00	100.00%
5	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2020		2,020.00	$13.00	$ 26,260.00		$ -	2020.00	2,020.00	$ 26,260.00	0.00	100.00%
6	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1807		1,807.00	$10.50	$ 18,973.50	907.00	$ 9,523.50	900.00	1,807.00	$ 18,973.50	0.00	100.00%
7	MODIFIED SUBBASE	CY	849.2		849.20	$73.50	$ 62,416.20		$ -	849.20	849.20	$ 62,416.20	0.00	100.00%
8	GRANULAR SHOULDERS, TYPE B	TON	527		527.00	$46.50	$ 24,505.50		$ -	527.00	527.00	$ 24,505.50	0.00	100.00%
9	SHOULDER FINISHING, EARTH	STA	3.6		3.60	$945.00	$ 3,402.00		$ -	3.60	3.60	$ 3,402.00	0.00	100.00%
10	EXCAVATION, CLASS 13, FOR WIDENING	CY	53		53.00	$22.25	$ 1,179.25		$ -	53.00	53.00	$ 1,179.25	0.00	100.00%
11	REMOVAL OF CURB	STA	3.6		3.60	$1,470.00	$ 5,292.00		$ -	3.60	3.60	$ 5,292.00	0.00	100.00%
12	PAVEMENT SCARIFICATION	SY	4865		4,865.00	$3.00	$ 14,595.00		$ -	4865.00	4,865.00	$ 14,595.00	0.00	100.00%
13	PORTLAND CEMENT CONCRETE PAVEMENT SAMPLES	LS	1		1.00	$2,500.00	$ 2,500.00		$ -	1.00	1.00	$ 2,500.00	0.00	100.00%
14	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	TON	1563.5	(68.78)	1,494.72	$45.00	$ 67,262.40		$ -	1494.72	1,494.72	$ 67,262.40	0.00	100.00%
15	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	TON	863.7	138.75	1,002.45	$45.00	$ 45,110.25		$ -	1002.45	1,002.45	$ 45,110.25	0.00	100.00%
16	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQU	TON	896	106.45	1,002.45	$45.00	$ 45,110.25		$ -	1002.45	1,002.45	$ 45,110.25	0.00	100.00%
17	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	TON	199.3	(30.31)	168.99	$663.40	$ 112,107.97		$ -	168.99	168.99	$ 112,107.97	0.00	100.00%
18	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	TON	18		18.00	$58.00	$ 1,044.00		$ -	18.00	18.00	$ 1,044.00	0.00	100.00%
19	APRONS, CONCRETE, 24 IN. DIA.	EACH	8		8.00	$3,412.50	$ 27,300.00		$ -	8.00	8.00	$ 27,300.00	0.00	100.00%
20	APRON, LOW CLEARANCE CONCRETE, EQUIVALENT DIAMETER 24 IN.	EACH	2		2.00	$3,675.00	$ 7,350.00		$ -	2.00	2.00	$ 7,350.00	0.00	100.00%
21	CULVERT, LOW CLEARANCE CONCRETE ENTRANCE PIPE, EQ. DIAMETER 24 IN.	LF	42		42.00	$136.50	$ 5,733.00		$ -	42.00	42.00	$ 5,733.00	0.00	100.00%
22	MANHOLE, STORM SEWER, SW-406	EACH	1		1.00	$6,300.00	$ 6,300.00		$ -	1.00	1.00	$ 6,300.00	0.00	100.00%
23	INTAKE, SW-501	EACH	1		1.00	$4,200.00	$ 4,200.00		$ -	1.00	1.00	$ 4,200.00	0.00	100.00%
24	INTAKE, SW-512, 30 IN.	EACH	2		2.00	$3,150.00	$ 6,300.00		$ -	2.00	2.00	$ 6,300.00	0.00	100.00%
25	MANHOLE ADJUSTMENT, MINOR	EACH	1		1.00	$1,995.00	$ 1,995.00		$ -	1.00	1.00	$ 1,995.00	0.00	100.00%
26	SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	LF	2945		2,945.00	$25.25	$ 74,361.25		$ -	2945.00	2,945.00	$ 74,361.25	0.00	100.00%
27	SUBDRAIN OUTLET, DR-303	EACH	1		1.00	$525.00	$ 525.00		$ -	1.00	1.00	$ 525.00	0.00	100.00%
28	SUBDRAIN OUTLET, DR-305	EACH	15	(7.00)	8.00	$577.50	$ 4,620.00		$ -	8.00	8.00	$ 4,620.00	0.00	100.00%
29	STORM SWR G-MAIN,TRENCHED, RCP 2000D,24"	LF	258		258.00	$94.50	$ 24,381.00		$ -	258.00	258.00	$ 24,381.00	0.00	100.00%
30	STORM SWR G-MAIN,TRENCHED, RCP 2000D,30"	LF	6		6.00	$210.00	$ 1,260.00		$ -	6.00	6.00	$ 1,260.00	0.00	100.00%
31	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	361	(119.00)	242.00	$21.00	$ 5,082.00		$ -	242.00	242.00	$ 5,082.00	0.00	100.00%
32	ENGINEERING FABRIC	SY	127	(50.00)	77.00	$5.25	$ 404.25		$ -	77.00	77.00	$ 404.25	0.00	100.00%
33	EROSION STONE	TON	90	(50.00)	40.00	$63.00	$ 2,520.00		$ -	40.00	40.00	$ 2,520.00	0.00	100.00%
34	REMOVAL OF PAVEMENT	SY	688.5		688.50	$11.00	$ 7,573.50		$ -	688.50	688.50	$ 7,573.50	0.00	100.00%
35	REMOVAL OF INTAKES AND UTILITY ACCESSES	EACH	1		1.00	$1,050.00	$ 1,050.00		$ -	1.00	1.00	$ 1,050.00	0.00	100.00%
36	REMOVAL OF SIDEWALK	SY	64.7		64.70	$26.25	$ 1,698.38		$ -	64.70	64.70	$ 1,698.38	0.00	100.00%
37	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	293.3	4.50	297.80	$56.00	$ 16,676.80		$ -	297.80	297.80	$ 16,676.80	0.00	100.00%
38	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	52.1	(12.40)	39.70	$120.00	$ 4,764.00		$ -	39.70	39.70	$ 4,764.00	0.00	100.00%
39	DETECTABLE WARNINGS	SF	64		64.00	$64.00	$ 4,096.00		$ -	64.00	64.00	$ 4,096.00	0.00	100.00%
40	DRIVEWAY, P.C. CONCRETE, 8 IN.	SY	508.2		508.20	$78.00	$ 39,639.60		$ -	508.20	508.20	$ 39,639.60	0.00	100.00%
41	REMOVAL OF PAVED DRIVEWAY	SY	680.5		680.50	$11.00	$ 7,485.50		$ -	680.50	680.50	$ 7,485.50	0.00	100.00%
42	REMOVE AND REINSTALL SIGN AS PER PLAN	EACH	3	1.00	4.00	$211.00	$ 844.00		$ -	4.00	4.00	$ 844.00	0.00	100.00%
43	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF	112		112.00	$16.00	$ 1,792.00		$ -	112.00	112.00	$ 1,792.00	0.00	100.00%
44	TYPE A SIGNS, SHEET ALUMINUM	SF	34		34.00	$32.00	$ 1,088.00		$ -	34.00	34.00	$ 1,088.00	0.00	100.00%
45	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	56.32		56.32	$74.75	$ 4,209.92		$ -	56.32	56.32	$ 4,209.92	0.00	100.00%
46	PAINTED PAVEMENT MARKINGS, DURABLE	STA	60.93		60.93	$95.00	$ 5,788.35		$ -	60.93	60.93	$ 5,788.35	0.00	100.00%
47	PAINTED SYMBOLS AND LEGENDS, DURABLE	EACH	6		6.00	$158.00	$ 948.00		$ -	6.00	6.00	$ 948.00	0.00	100.00%
48	PAVEMENT MARKINGS REMOVED	STA	53.02		53.02	$42.00	$ 2,226.84		$ -	53.02	53.02	$ 2,226.84	0.00	100.00%
49	GROOVES CUT FOR PAVEMENT MARKINGS	STA	49.91	(4.91)	45.00	$37.00	$ 1,665.00		$ -	45.00	45.00	$ 1,665.00	0.00	100.00%
50	GROOVES CUT FOR SYMBOLS AND LEGENDS	EACH	6		6.00	$105.00	$ 630.00		$ -	6.00	6.00	$ 630.00	0.00	100.00%
51	TRAFFIC CONTROL	LS	1		1.00	$9,900.00	$ 9,900.00		$ -	1.00	1.00	$ 9,900.00	0.00	100.00%
52	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	20		20.00	$158.00	$ 3,160.00		$ -	20.00	20.00	$ 3,160.00	0.00	100.00%
53	MOBILIZATION	LS	1		1.00	$54,550.00	$ 54,550.00		$ -	1.00	1.00	$ 54,550.00	0.00	100.00%
54	TRENCH COMPACTION TESTING	LS	1		1.00	$3,700.00	$ 3,700.00	0.75	$ 2,775.00	0.25	1.00	$ 3,700.00	0.00	100.00%
55	VALVE BOX ADJUSTMENT, MINOR	EACH	1		1.00	$315.00	$ 315.00		$ -	1.00	1.00	$ 315.00	0.00	100.00%
56	FIRE HYDRANT ADJUSTMENT	EACH	3		3.00	$1,575.00	$ 4,725.00		$ -	3.00	3.00	$ 4,725.00	0.00	100.00%
57	TEMPORARY ACCESS DRIVE	LS	1		1.00	$14,700.00	$ 14,700.00		$ -	1.00	1.00	$ 14,700.00	0.00	100.00%
58	PORTLAND CEMENT CONCRETE PAVEMENT WIDENING, 10.5 IN.	SY	392.6		392.60	$75.00	$ 29,445.00		$ -	392.60	392.60	$ 29,445.00	0.00	100.00%
59	MULCHING, BONDED FIBER MATRIX	ACRE	3.2		3.20	$2,950.00	$ 9,440.00	1.60	$ 4,720.00	1.60	3.20	$ 9,440.00	0.00	100.00%
60	SEEDING AND FERTILIZING (RURAL)	ACRE	1.6		1.60	$1,100.00	$ 1,760.00		$ -	1.60	1.60	$ 1,760.00	0.00	100.00%
61	STABILIZING CROP - SEEDING AND FERTILIZING	ACRE	1.6		1.60	$158.00	$ 252.80		$ -	1.60	1.60	$ 252.80	0.00	100.00%
62	SILT FENCE	LF	1580	(1,580.00)	0.00	$2.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
63	SILT FENCE FOR DITCH CHECKS	LF	400	(200.00)	200.00	$2.00	$ 400.00		$ -	200.00	200.00	$ 400.00	0.00	100.00%
64	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	1980	(1,980.00)	0.00	$0.10	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
65	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	60	840.00	900.00	$3.00	$ 2,700.00	840.00	$ 2,520.00	60.00	900.00	$ 2,700.00	0.00	100.00%
66	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	60	(60.00)	0.00	$0.50	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
67	GRATE INTAKE SEDIMENT FILTER BAG	EACH	1		1.00	$211.00	$ 211.00		$ -	1.00	1.00	$ 211.00	0.00	100.00%
68	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	2		2.00	$37.00	$ 74.00	2.00	$ 74.00	0.00	2.00	$ 74.00	0.00	100.00%
69	REMOVAL OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	1		1.00	$30.00	$ 30.00	1.00	$ 30.00	0.00	1.00	$ 30.00	0.00	100.00%
70	SUBGRADE REPLACEMENT (CHANGE ORDER 1)	LS	1		1.00	$18,287.50	$ 18,287.50		$ -	1.00	1.00	$ 18,287.50	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

71	EXCAVATION, CLASS 10 WASTE (CHANGE ORDER 2)	CY		11	11.00	$27.50	$ 302.50		$ -	11.00	11.00	$ 302.50	0.00	100.00%
72	REVETMENT, CLASS E (CHANGE ORDER 2)	TON		106.76	106.76	$99.00	$ 10,569.24		$ -	106.76	106.76	$ 10,569.24	0.00	100.00%
73	MOBILIZATION FOR EROSION WORK (CHANGE ORDER 2)	LS		1	1.00	$902.00	$ 902.00		$ -	1.00	1.00	$ 902.00	0.00	100.00%
74	FIRE HYDRANT REPLACEMENT (CHANGE ORDER 2)	LS		1	1.00	$21,500.00	$ 21,500.00		$ -	1.00	1.00	$ 21,500.00	0.00	100.00%
75	40LF HDPE CULVERT	LS		1	1.00	$2,200.00	$ 2,200.00		$ -	1.00	1.00	$ 2,200.00	0.00	100.00%
	TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK					**CONTRACT =**	**$ 945,356.25**	**PAY PERIOD =**	**$ 29,166.00**		**COMPLETED =**	**$ 945,356.25**		**100.00%**

CHANGE ORDER FORM

city of Ankeny
bringing it all together

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

Change Order Number: 4 (Final)

Change Order Date: August 7, 2023

Purpose of Change Order:

Final Change Order to balance all quantities.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2	CLEARING AND GRUBBING	UNIT	1.00	$ 455.00	$ 455.00
14	HOT MIX ASPHALT HIGH TRAFFIC, BASE COURSE, 3/4 IN. MIX	Ton	(68.78)	$ 45.00	$ (3,095.10)
15	HOT MIX ASPHALT HIGH TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	Ton	138.75	$ 45.00	$ 6,243.75
16	HOT MIX ASPHALT HIGH TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	Ton	106.45	$ 45.00	$ 4,790.25
17	ASPH BINDER, PG 58-28H, HIGH TRAFFIC	Ton	(30.31)	$ 663.40	$ (20,107.65)
28	SUBDRAIN OUTLET, DR-305	Each	(7.00)	$ 577.50	$ (4,042.50)
31	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	(119.00)	$ 21.00	$ (2,499.00)
32	ENGINEERING FABRIC	SY	(50.00)	$ 5.25	$ (262.50)
33	EROSION STONE	Ton	(50.00)	$ 63.00	$ (3,150.00)
37	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	4.50	$ 56.00	$ 252.00
38	SIDEWALK, P.C. CONCRETE, 6 IN.	SY	(12.40)	$ 120.00	$ (1,488.00)
42	REMOVE AND REINSTALL SIGN AS PER PLAN	Each	1.00	$ 211.00	$ 211.00
49	GROOVES CUT FOR PAVEMENT MARKINGS	STA	(4.91)	$ 37.00	$ (181.67)
62	SILT FENCE	LF	(1,580.00)	$ 2.00	$ (3,160.00)
63	SILT FENCE FOR DITCH CHECKS	LF	(200.00)	$ 2.00	$ (400.00)
64	REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	LF	(1,980.00)	$ 0.10	$ (198.00)
65	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	840.00	$ 3.00	$ 2,520.00
66	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	(60.00)	$ 0.50	$ (30.00)
Change Order Number: 4 makes the following adjustments to the Contract:					**$ (24,142.42)**

Contractor Accepted: Grimes Asphalt and Paving Corporation
Firm Name

Signature

7/27/23
Date

Engineer Approved: JEO Consulting Group
Firm Name

Signature

7/27/23
Date

Owner Accepted: City of Ankeny

Signature

Title

Date

Attest for Owner:

Signature

Title

Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		$ 915,737.43
1	November 21, 2022	$ 18,287.50
2	February 20, 2023	$ 33,273.74
3	June 19, 2023	$ 2,200.00
4	August 7, 2023	$ (24,142.42)
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Revised Contract Amount **$ 945,356.25**

Date Printed: 7/27/2023

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE SE DELAWARE AVENUE HMA WIDENING", 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 SE DELAWARE AVENUE HMA WIDENING

WHEREAS, on the **7th** day of **March**, 2022, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Grimes Asphalt & Paving Corporation** of **Des Moines, Iowa**, for the construction of certain public improvements generally described as the SE Delaware Avenue HMA Widening; 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 7, 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 $**945,356.25**, as shown in the report of the Engineer.

PASSED AND APPROVED this **7th** day of **August**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

High Trestle Extension - SE Magazine Road to SE Oralabor Road: Consider motion to approve: a) Certificate of Completion; b) **RESOLUTION** 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.

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 Cramer and Associates, Inc. on the High Trestle Extension - SE Magazine Road to SE Oralabor Road project.

The High Trestle Extension - SE Magazine Road to SE Oralabor Road project is now complete. A series of actions are needed in order to close out this construction project:

a) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer

states that the work performed was in substantial conformance with the plans and specifications.

b) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the High Trestle Extension - SE Magazine Road to SE Oralabor Road project and establishes the final contract amount to be $3,034,636.29.

c) Final Payment: Cramer and Associates, Inc. = $0.00

Retainage Payment: Cramer and Associates, Inc. = $30,000.00

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: **No**

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Accept the Engineer's Certificate of Completion for the High Trestle Extension - SE Magazine Road to SE Oralabor Road project.

2. Adopt the Resolution accepting the High Trestle Extension - SE Magazine Road to SE Oralabor Road project in the final contract amount of $3,034,636.29.

3. Authorize Final Payment in the amount of $0.00, and Retainage Payment in the amount of $30,000.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 6, 2021: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Certificate of Completion
Pay Application #16 (Final)
Resolution

CERTIFICATE OF COMPLETION

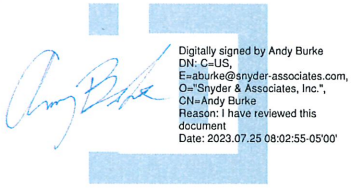
HIGH TRESTLE TRAIL (HTT) EXTENSION – SE MAGAZINE ROAD TO SE ORALABOR ROAD

Ankeny, Iowa

August 7, 2023

This is to certify that the construction improvements on the **High Trestle Trail (HTT) Extension – SE Magazine Road to SE Oralabor Road** project has been completed in substantial compliance with the plans and specifications for the project. The final contract amount is ***$3,034,636.29***. I hereby recommend acceptance of the project.

Respectfully submitted,



Andy Burke, P.E.
Project Manager
Snyder & Associates, Inc.
Iowa License Number 19498

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

city of Ankeny
bringing it all together

Project Title:	High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road		
Contractor:	Cramer & Associates, Inc.		
Address:	3100 SW Brookside Drive, Grimes, IA 50111-4977		
Finance Budget Code:	938.2938.4459	***Finance Project #***	938.4459
Vendor Project or Invoice #:	N/A	***PO #***	N/A
Original Contract Date:	July 6, 2021	***Vendor #***	8408

Date of Council Meeting: August 7, 2023 **PAYMENT REQUEST #** 16 Final

PAYMENT PERIOD: From: September 1, 2022 Through: June 15, 2023

Contract Summary

Original Contract Amount:	$ 3,044,526.55			
Net change by Change Orders:	$ (9,890.26)			
Contract Amount to Date: (line 1 ± 2)		$ 3,034,636.29		
Total completed and stored to date:	$ 3,034,636.29			
Retainage: 3 % of Completed Work:	$ 30,000.00	Max 3% of $1,000,000 or $30,000		
Total Earned less Retainage:		$ 3,004,636.29		
Less previous applications for payment:		$ 3,004,636.29		
SUBTOTAL			$	(0.00)
OTHER CHARGES (Attach an itemized list)			$	-
CURRENT PAYMENT DUE			$	(0.00)
Balance to finish, including retainage:		$ 30,000.00		
Contract Time Remaining (If applicable)	15.00 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: Cramer & Associates, Inc.
Firm Name

Signature Date 7/21/23

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

Signature Digitally signed by Andy Burke DN: C=US, E=aburke@snyder-associates.com, O="Snyder & Associates, Inc.", CN=Andy Burke Reason: I have reviewed this document Date: 2023.07.24 10:12:46-05'00' Date

City of Ankeny Staff Approval:

Signature Date 7/26/2023

Submit to: Jim Haberichter, PE | Civil Engineer II

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

Date Printed: 7/21/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 20, 2021	$ 29,051.50
2	October 18, 2021	$ 213,276.71
3	November 15, 2021	$ 97,548.05
4	December 20, 2021	$ 160,802.82
5	January 17, 2022	$ 176,184.01
6	February 21, 2022	$ 129,442.74
7	March 21, 2022	$ 61,186.51
8	April 18, 2022	$ 207,095.31
9	May 16, 2022	$ 303,997.02
10	June 20, 2022	$ 741,859.00
11	July 18, 2022	$ 628,008.88
12	August 15, 2022	$ 95,771.13
13	September 19, 2022	$ 106,982.50
14	January 3, 2023	$ 14,649.00
15	July 3, 2023	$ 38,781.11
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = $ 3,004,636.29

Record of Change Orders

No.	Date	Amount
1	July 18, 2022	$ -
2	August 15, 2022	$ 19,603.00
3	July 3, 2023	$ (29,493.26)
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CHANGE ORDER TOTAL = $ (9,890.26)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 25, 2021

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	115.0
Working Days Remaining:	**15.0**

Full Completion

Contract Working Days:	N/A
Added by Change Order:	
Total Working Days:	N/A
Working Days Used to Date:	N/A
Working Days Remaining:	**0.0**

Date Printed: 7/20/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	ITEM NUMBER	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
10	2101-0850001	CLEARING AND GRUBBING	ACRE	5.20		5.20	$ 9,000.00	$ 46,800.00		$ -	5.20	5.20	$ 46,800.00	0.00	100.00%
20	2102-0425070	SPECIAL BACKFILL	TON	131.10	87.92	219.02	$ 35.00	$ 7,665.70		$ -	219.02	219.02	$ 7,665.70	0.00	100.00%
30	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	21,902.00		21,902.00	$ 15.00	$ 328,530.00		$ -	21,902.00	21,902.00	$ 328,530.00	0.00	100.00%
40	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,553.00	470.00	2,023.00	$ 10.00	$ 20,230.00		$ -	2,023.00	2,023.00	$ 20,230.00	0.00	100.00%
50	2105-8425015	TOPSOIL, STRIP, SALVAGE, AND SPREAD	CY	2,449.00	(405.00)	2,044.00	$ 6.00	$ 12,264.00		$ -	2,044.00	2,044.00	$ 12,264.00	0.00	100.00%
60	2109-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.10		1.10	$ 1,800.00	$ 1,980.00		$ -	1.10	1.10	$ 1,980.00	0.00	100.00%
70	2110-8200000	CONSTRUCTION OF SOIL AGGREGATE SUBBASE	MILE	1.00		1.00	$ 28,500.00	$ 28,500.00		$ -	1.00	1.00	$ 28,500.00	0.00	100.00%
80	2123-7450020	SHOULDER FINISHING, EARTH	STA	69.80		69.80	$ 365.00	$ 25,477.00		$ -	69.80	69.80	$ 25,477.00	0.00	100.00%
90	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	70.70		70.70	$ 166.00	$ 11,736.20		$ -	70.70	70.70	$ 11,736.20	0.00	100.00%
100	2301-1033080	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	361.70		361.70	$ 125.00	$ 45,212.50		$ -	361.70	361.70	$ 45,212.50	0.00	100.00%
110	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	4.00		4.00	$ 15.00	$ 60.00		$ -	4.00	4.00	$ 60.00	0.00	100.00%
120	2416-0100015	APRONS, CONCRETE, 15 IN. DIA.	EA	2.00		2.00	$ 2,400.00	$ 4,800.00		$ -	2.00	2.00	$ 4,800.00	0.00	100.00%
130	2416-0100024	APRONS, CONCRETE, 24 IN. DIA.	EA	3.00		3.00	$ 3,500.00	$ 10,500.00		$ -	3.00	3.00	$ 10,500.00	0.00	100.00%
140	2416-1160015	CULVERT, CONCRETE ENTRANCE PIPE, 15 IN. DIA.	LF	12.00	(1.00)	11.00	$ 200.00	$ 2,200.00		$ -	11.00	11.00	$ 2,200.00	0.00	100.00%
150	2435-0140148	MANHOLE, STORM SEWER, SW-401, 48 IN., MODIFIED	EA	1.00		1.00	$ 7,500.00	$ 7,500.00		$ -	1.00	1.00	$ 7,500.00	0.00	100.00%
160	2435-0140160	MANHOLE, STORM SEWER, SW-401, 60 IN.	EA	1.00		1.00	$ 6,500.00	$ 6,500.00		$ -	1.00	1.00	$ 6,500.00	0.00	100.00%
170	2502-8212408	SUBDRAIN, STANDARD, NON-PERFORATED, 8 IN., AS PER PLAN	LF	151.90	(151.90)	0.00	$ 40.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
180	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	336.00		336.00	$ 85.00	$ 28,560.00		$ -	336.00	336.00	$ 28,560.00	0.00	100.00%
190	2510-6745850	REMOVAL OF PAVEMENT	SY	361.70		361.70	$ 12.00	$ 4,340.40		$ -	361.70	361.70	$ 4,340.40	0.00	100.00%
200	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSES	EA	1.00		1.00	$ 800.00	$ 800.00		$ -	1.00	1.00	$ 800.00	0.00	100.00%
210	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	766.20		766.20	$ 12.00	$ 9,194.40		$ -	766.20	766.20	$ 9,194.40	0.00	100.00%
220	2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	SY	58.70	6.18	64.88	$ 71.00	$ 4,606.48		$ -	64.88	64.88	$ 4,606.48	0.00	100.00%
230	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	7,834.70	46.30	7,881.00	$ 40.50	$ 319,180.50		$ -	7,881.00	7,881.00	$ 319,180.50	0.00	100.00%
240	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	19.70		19.70	$ 475.00	$ 9,357.50		$ -	19.70	19.70	$ 9,357.50	0.00	100.00%
250	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	298.00	(8.00)	290.00	$ 90.00	$ 26,100.00		$ -	290.00	290.00	$ 26,100.00	0.00	100.00%
260	2511-7528101	DETECTABLE WARNINGS, CAST IRON	SF	80.00		80.00	$ 45.00	$ 3,600.00		$ -	80.00	80.00	$ 3,600.00	0.00	100.00%
270	2519-1001000	FENCE, CHAIN LINK, VINYL COATED, 48 IN. HEIGHT	LF	96.00		96.00	$ 65.00	$ 6,240.00		$ -	96.00	96.00	$ 6,240.00	0.00	100.00%
280	2524-6765010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	4.00	(2.00)	2.00	$ 325.00	$ 650.00		$ -	2.00	2.00	$ 650.00	0.00	100.00%
290	2524-9276010	PERFORATED SQUARE STEEL TUBE POSTS	LF	224.00	(128.00)	96.00	$ 14.00	$ 1,344.00		$ -	96.00	96.00	$ 1,344.00	0.00	100.00%
300	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	91.00		91.00	$ 22.00	$ 2,002.00		$ -	91.00	91.00	$ 2,002.00	0.00	100.00%
310	2524-9325150	INSTALL TYPE A SIGN	EA	24.00	(8.00)	16.00	$ 100.00	$ 1,600.00		$ -	16.00	16.00	$ 1,600.00	0.00	100.00%
320	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.00	(18.70)	9.30	$ 125.00	$ 1,162.50		$ -	9.30	9.30	$ 1,162.50	0.00	100.00%
330	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	22.20	(22.20)	0.00	$ 150.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
340	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4.00	(4.00)	0.00	$ 375.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
350	2527-9263180	PAVEMENT MARKINGS REMOVED	STA	21.50	(21.50)	0.00	$ 105.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
360	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EA	4.00	(4.00)	0.00	$ 125.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
370	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	9.30		9.30	$ 105.00	$ 976.50		$ -	9.30	9.30	$ 976.50	0.00	100.00%
380	2528-2518000	SAFETY CLOSURE	EA	6.00	(4.00)	2.00	$ 200.00	$ 400.00		$ -	2.00	2.00	$ 400.00	0.00	100.00%
390	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	341.00	(341.00)	0.00	$ 25.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
400	2528-8445110	TRAFFIC CONTROL	LS	1.00		1.00	$ 14,000.00	$ 14,000.00		$ -	1.00	1.00	$ 14,000.00	0.00	100.00%
410	2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	608.00	(608.00)	0.00	$ 18.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
420	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	30.00	(6.00)	24.00	$ 125.00	$ 3,000.00		$ -	24.00	24.00	$ 3,000.00	0.00	100.00%
430	2533-4980005	MOBILIZATION	LS	1.00		1.00	$ 225,000.00	$ 225,000.00		$ -	1.00	1.00	$ 225,000.00	0.00	100.00%
440	2551-0000110	TEMPORARY CRASH CUSHION	EA	1.00	(1.00)	0.00	$ 1,100.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
450	2552-0000300	TRENCH COMPACTION TESTING	LS	1.00	(1.00)	0.00	$ 3,000.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
460	2554-0212020	VALVE BOX EXTENSION	EA	2.00		2.00	$ 500.00	$ 1,000.00		$ -	2.00	2.00	$ 1,000.00	0.00	100.00%
470	2554-0214000	FIRE HYDRANT ADJUSTMENT	EA	2.00		2.00	$ 3,500.00	$ 7,000.00		$ -	2.00	2.00	$ 7,000.00	0.00	100.00%
480	2599-9999005	('EACH' ITEM) PVC DRAINAGE INLET	EA	4.00		4.00	$ 3,000.00	$ 12,000.00		$ -	4.00	4.00	$ 12,000.00	0.00	100.00%
490	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	5.10	1.91	7.01	$ 2,500.00	$ 17,525.00		$ -	7.01	7.01	$ 17,525.00	0.00	100.00%
500	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	5.10	(1.49)	3.61	$ 1,350.00	$ 4,873.50		$ -	3.61	3.61	$ 4,873.50	0.00	100.00%
510	2601-2700020	TRANSITION MAT	SF	200.00	(200.00)	0.00	$ 15.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
520	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	250.00	(120.00)	130.00	$ 62.50	$ 8,125.00		$ -	130.00	130.00	$ 8,125.00	0.00	100.00%
530	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	6,875.00	(3,455.00)	3,420.00	$ 2.50	$ 8,550.00		$ -	3,420.00	3,420.00	$ 8,550.00	0.00	100.00%
540	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	6,875.00	(6,875.00)	0.00	$ 0.30	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
550	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	5.00	3.00	8.00	$ 500.00	$ 4,000.00		$ -	8.00	8.00	$ 4,000.00	0.00	100.00%
560	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1.00	(1.00)	0.00	$ 1,000.00	$ -		$ -	0.00	0.00	$ -	0.00	0.00%
570	2599-9999010	('LUMP SUM' ITEM) PEDESTRIAN BRIDGE LIGHTING	LS	1.00		1.00	$ 215,000.00	$ 215,000.00		$ -	1.00	1.00	$ 215,000.00	0.00	100.00%
580	2402-2720000	EXCAVATION, CLASS 20	CY	240.00		240.00	$ 50.00	$ 12,000.00		$ -	240.00	240.00	$ 12,000.00	0.00	100.00%
590	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	220.00		220.00	$ 1,000.00	$ 220,000.00		$ -	220.00	220.00	$ 220,000.00	0.00	100.00%
600	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	75.40		75.40	$ 1,000.00	$ 75,400.00		$ -	75.40	75.40	$ 75,400.00	0.00	100.00%
610	2403-7303000	STRUCTURAL CONCRETE COATING	SY	759.00		759.00	$ 74.00	$ 56,166.00		$ -	759.00	759.00	$ 56,166.00	0.00	100.00%
620	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	49,388.00		49,388.00	$ 1.75	$ 86,429.00		$ -	49,388.00	49,388.00	$ 86,429.00	0.00	100.00%
630	2429-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE, 180'-2 X 12'-0	EACH	1.00		1.00	$ 645,000.00	$ 645,000.00		$ -	1.00	1.00	$ 645,000.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

640	2501-0201057	PILES, STEEL, HP 10 X 57 - FRAME FOOTINGS	LF	2,240.00		2,240.00	$ 60.00	$ 134,400.00		$ -	2,240.00	2,240.00	$ 134,400.00	0.00	100.00%
650	2501-0201274	PILES, STEEL, HP 12 X 74 - ABUTMENT	LF	640.00		640.00	$ 70.00	$ 44,800.00		$ -	640.00	640.00	$ 44,800.00	0.00	100.00%
660	2507-2638610	CONCRETE SLOPE PROTECTION	SY	187.30		187.30	$ 350.00	$ 65,555.00		$ -	187.30	187.30	$ 65,555.00	0.00	100.00%
670	2599-9999014	ABUTMENT FRAME FORMLINER	SF	6,543.00		6,543.00	$ 20.00	$ 130,860.00		$ -	6,543.00	6,543.00	$ 130,860.00	0.00	100.00%
680	2599-9999018	ANTI-GRAFFITI COATING	SY	759.00		759.00	$ 24.00	$ 18,216.00		$ -	759.00	759.00	$ 18,216.00	0.00	100.00%
8001	2524-9275100	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF		128.00	128.00	$ 44.00	$ 5,632.00		$ -	128.00	128.00	$ 5,632.00	0.00	100.00%
8002	2599-9999010	('LUMP SUM' ITEM) LIGHTING POWER SERVICE	LS		1.00	1.00	$ 15,763.00	$ 15,763.00		$ -	1.00	1.00	$ 15,763.00	0.00	100.00%
8003	2502-8212406	SUBDRAIN, STANDARD, NON-PERFORATED, 6 IN., AS PER PLAN	LF		151.90	151.90	$ 36.66	$ 5,568.65		$ -	151.90	151.90	$ 5,568.65	0.00	100.00%
8004	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY		491.00	491.00	$ 33.00	$ 16,203.00		$ -	491.00	491.00	$ 16,203.00	0.00	100.00%
8005	2599-9999018	CONCRETE SLOPE PROTECTION, PAINTING	SY		187.30	187.30	$ 13.35	$ 2,500.46		$ -	187.30	187.30	$ 2,500.46	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK **CONTRACT = $ 3,034,636.29** **PAY PERIOD = $ -** **COMPLETED = $ 3,034,636.29** **100.00%**

Date printed: 7/20/2023

SNYDER & ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

July 24, 2023

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

RE: HIGH TRESTLE TRAIL EXTENSION – SE MAGAZINE ROAD TO SE ORALABOR ROAD
PARTIAL PAYMENT APPLICATION NO. 16 (FINAL)
FINANCE PROJECT NO. 938.4459
S&A PROJECT NO. 120.0274

Dear Mr. Haberichter:

Enclosed is Cramer and Associates, Inc.'s Partial Payment Application #16 (Final) for the above noted project. Snyder & Associates, Inc. certifies this project as complete and recommends this project for acceptance by the City Council. Release of remaining retainage, $30,000, should occur 30 days after Council acceptance of the project.

Please contact me should you have any questions or comments on this payment application. We will be in attendance at the August 7, 2023 council meeting to answer any questions regarding this project.

Respectfully,

SNYDER & ASSOCIATES, INC.

Andy G. Burke, P.E.
Project Manager

Enclosure

CC: Mark Land, P.E., Snyder & Associates

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD TO SE ORALABOR ROAD", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD TO SE ORALABOR ROAD

WHEREAS, on the **6th** day of **July**, 2021, the Mayor and Clerk of the City of Ankeny, Iowa, entered into a construction contract with **Cramer & Associates, Inc.** of **Grimes, Iowa**, for the construction of certain public improvements generally described as the High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract and plans and specifications, as shown by the certificate of the Engineer filed with the Clerk on **August 7, 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 $**3,034,636.29**, as shown in the report of the Engineer.

PASSED AND APPROVED this **7th** day of **August**, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

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

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.

EXECUTIVE SUMMARY:

The Creekview Stormwater Wetland Agreement, including the development agreement and associated documents, contemplates the specific duties and responsibilities of Polk County, the City of Ankeny, and Rich Eychaner related to the design, permitting, construction, operations, maintenance, and funding of the Creekview Drive Stormwater Wetland project.

Ankeny and Polk County are members of the Fourmile Creek Watershed Management Authority and are actively working to identify opportunities to improve water quality and reduce flooding in the Fourmile Creek watershed. Mr. Eychaner is the owner of real estate located in the City of Ankeny, identified in the records of the Polk County Assessor as District and Parcel 181/00229-071-000, 301 SE Creekview Drive. Mr. Eychaner wants to donate a portion of the subject parcel to the City of Ankeny for wetland and

conservation purposes. Polk County would like to construct a stormwater wetland on the portion of the property that Mr. Eychaner wants to donate in order to improve water quality and reduce flooding in the Fourmile Creek Watershed. The donated property will be approximately 15.58 acres, and the stormwater wetland will treat approximately 250 acres of drainage area.

Polk County applied for and received a $500,000 grant from the Iowa Finance Authority, a $250,000 grant from the Iowa Department of Agriculture and Land Stewardship, and they allocated $650,000 of American Rescue Plan Act funding to assist in the construction of the wetland. The 60% design cost estimate for the construction of the wetland is approximately $1,370,000. As part of the agreement, the City of Ankeny will assume ownership and maintenance responsibilities for the donated property and constructed wetland after the wetland project has been completed and accepted by Polk County.

Amendment No. 1 addresses discrepancies found in the acquisition plat that was included in exhibits B, C, and F of the agreement and clarifies the size of the land to be donated is approximately 15.58 acres.

FISCAL IMPACT: **No**

The SE Creekview Drive Stormwater Wetland project is included in the 2023 Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the **RESOLUTION** authorizing the execution of an amendment to the agreement between Polk County, Iowa, the City of Ankeny, Iowa, and Rich Eychaner for the Creekview Drive Stormwater Wetland project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Agreement
Amendment No. 1

RESOLUTION 2023-XXX

A RESOLUTION 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

WHEREAS, discrepancies were found in the acquisition plat of the original agreement which affected Exhibits B, C, and F; and

WHEREAS, the Parties desire to amend the agreement to address the errors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Mayor and City Clerk should be and they are hereby authorized and empowerd to execute the said amendment to an agreement with Polk County and Rich Eychaner for the Creekview Drive Stormwater Wetland Project.

DATED this 7th day of August, 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

Creekview Stormwater Wetland Agreement

1- **Cover Sheet** Page 1

2- **Development Agreement** Page 2-7
   a. Overview Agreement
   b. Polk County Signature
   c. City of Ankeny Signature
   d. Rich Eychaner Signature

3- **Exhibit A- Existing Creekview Lot Legal Description** Page 8-9
   a. No signatures

4- **Exhibit B- Project Overview Map and Acquisition Plat** Page 10-13
   a. Map- no signatures
   b. Acquisition Plat- signed by Snyder

5- **Exhibit C- Warranty Deed** Page 14-16
   a. Rich Eychaner signature
   b. Note- file signed acquisition plat with warranty deed

6- **Exhibit D- Legal Descriptions** Page 17-19
   a. No signatures

7- **Exhibit E- Right of Entry Agreement** Page 20-26
   a. Allowing Polk County access on Rich Eychaner owned properties
   b. Rich Eychaner signature
   c. Polk County signature

Page 27-32

8- **Exhibit F- Right of Entry Agreement**
   a. Allowing Polk County access onto Ankeny owned wetland site
   b. City of Ankeny signature
   c. Polk County signature

Development Agreement

DEVELOPMENT AGREEMENT BY AND BETWEEN
POLK COUNTY, IOWA;
THE CITY OF ANKENY, IOWA;
AND RICH EYCHANER

This Agreement is entered into by and between the City of Ankeny, Iowa, (hereinafter "City" or "the City"), Polk County, Iowa, a governmental subdivision of the State of Iowa, (hereinafter "County" or "the County"), and Rich Eychaner (hereinafter "Mr. Eychaner") as of the date of last signature of all parties.

WHEREAS, Mr. Eychaner is the owner of real estate in the City identified in the records of the Polk County Assessor as District and Parcel 181/00229-071-000, more particularly described by legal description in Exhibit A attached hereto (hereinafter "Property" or "the Property");and

WHEREAS, Mr. Eychaner desires to donate a portion of the Property as further described in Exhibit B to the City for wetland and conservation purposes; and

WHEREAS, pursuant to Iowa Code Section 331.301(1), " A county may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the county or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents."; and

WHEREAS, pursuant to Iowa Code Section 364.1, "A city may...exercise any power and perform any function it deems appropriate to protect and preserve the rights, privileges, and property of the city or of its residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of its residents."; and

WHEREAS, in order to improve the health, welfare and comfort of the residents of the County, the County desires to construct a wetland on the real estate described in Exhibit B; and

WHEREAS, the wetland will serve to improve water quality outcomes and reduce flooding in the Fourmile Creek Watershed, directly benefitting the residents of the County and the City; and

WHEREAS, the County has applied for and received a $500,000.00 grant from the Iowa Finance Authority, $650,000 from the American Rescue Plan, and a $250,000.00 grant from the Iowa Department of Agriculture and Land Stewardship to assist in the construction of the wetland; and

WHEREAS, the City desires the County to construct the wetland on the real estate described in Exhibit B and agrees to assume ownership and all maintenance responsibilities for the real estate on which the wetland is constructed.

Now, therefore, in consideration of the mutual promises of the parties contained herein, Mr. Eychaner, the City, and the County hereby agree as follows:

GENERAL TERMS:

1. **Recitals.** The above stated recitals are adopted and incorporated herein.

2. **Term.** This Agreement shall remain in effect until the duties of each party are satisfactorily completed, unless earlier terminated pursuant to this Agreement.

3. **Termination.** Any party may terminate this Agreement by providing 30 days written notice to the other parties prior to the beginning of permitting, the public bidding process or construction of the wetland, whichever comes first. Upon commencement of permitting, the public bidding process or construction of the wetland, termination shall only occur upon consent of all parties.

4. **Amendment.** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties.

5. **Entire Agreement.** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

6. **Counterparts/Execution.** This Agreement or written Amendments may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same Agreement/instrument. Any counterpart delivered by commercially available electronic e-signature software or other electronic means shall have the same import and effect as original or manually signed (i.e. "wet-ink") counterparts and shall be valid, enforceable and binding for the purposes of this Agreement/Amendment.

7. **Severability.** In the event any portion or provisions of this Agreement or the application of any such provision to any Party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

8. **Waiver.** Any waiver of any term or condition, of this Agreement, by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.

9. **Governing Law/Venue.** This Agreement shall be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

10. **Notices.** Notice provided for in this Agreement shall be provided in writing, electronic or otherwise, as stated below:

If to the City:
Mark Mueller, P.E., Director of Public Works,
City of Ankeny, Iowa
1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023
mmueller@ankenyiowa.gov
515-963-3522

If to the County:
Johnathon Swanson
Water Resources Supervisor
5885 NE 14th Street, Des Moines, Iowa 50313
Johnathon.swanson@polkcountyiowa.gov
515-875-5880

If to Mr. Eychaner:
Rich Eychaner
P.O. Box 1797
Des Moines, Iowa 50305-1797
richeychaner@mac.com
515-321-6366

DUTIES OF MR. EYCHANER
Upon the last signature hereto:

1. Mr. Eychaner shall pay the Polk County Treasurer the remaining total special assessment amount, including any interest that has accrued, levied on the Property described in Exhibit A for the City of Ankeny's SE Creekview Drive Roadway Improvements Project. The total special assessment amount shall be paid by July 30, 2023. The total special assessment amount to be paid does not include the deficiency amount reflected in the final assessment plat and schedule.

2. Mr. Eychaner shall donate the real estate contained in Exhibit B to the City via warranty deed. The warranty deed shall be in the form of Exhibit C attached hereto.

3. Mr. Eychaner shall provide $70,000 to the County prior to project bid letting to be used to remove dirt from the real estate contained in Exhibit B, level the land contained in Exhibit B, transport wetland spoils from the land contained in Exhibit B to other land owned by Mr. Eychaner, more particularly described in Exhibit D, and level and compact spoils and install appropriate erosion control measures for future development on the real estate described in Exhibit D.

4. Mr. Eychaner shall accept all suitable wetland spoils from the real estate described in Exhibit B at his property described in Exhibit D.

5. Mr. Eychaner shall execute the Right of Entry Agreement contained in Exhibit E to the County.

6. Mr. Eychaner shall be responsible for following the City's typical development process for future development of the real estate described in Exhibit D. This would include conformance with the City's floodplain ordinance, as much of the property is currently located within the FEMA floodplain. If it is believed that as a result of this project the real estate described in Exhibit D is no longer in the floodplain due to fill, Mr. Eychaner shall be responsible for obtaining an official determination from FEMA regarding such, prior to development.

7. Mr. Eychaner shall be responsible for coordinating with consultant for the submittal of a LOMR-F to FEMA for the removal of properties from the floodplain, including LOMR-F fee.. Consultant needs for LOMR-F submittal shall include an as- built survey, site descriptions, environmental coordination, and submittal preparations.

DUTIES OF THE CITY:

1. Upon confirmation from the Polk County Treasurer that Mr. Eychaner has paid the remaining total special assessment amount, including any interest accrued, levied on the Property described in Exhibit A by July 30, 2023 for the City of Ankeny's SE Creekview Drive Roadway Improvements Project, the City shall send a letter to the Polk County Treasurer stating that the special assessment has been fully satisfied and that the City waives collection of any deficiency assessment associated with the Property.

2. The City shall accept the warranty deed for the real estate described in Exhibit B. Furthermore, the City shall provide a gift letter to Mr. Eychaner upon receipt of the warranty deed and the City will cooperate with Mr. Eychaner in filing(s) with the Internal Revenue Service for a noncash charitable contribution to a qualified government entity (Municipality) pursuant to IRC Section 170(d), including but not limited to executing the Donee Acknowledgement of IRS Form 8283, or similar form.

3. The City shall execute the Right of Entry Agreement contained in Exhibit F to the County.

4. The City shall cooperate with Polk County and Mr. Eychaner to help ensure the wetland project meets the requirements of the Iowa Department of Natural Resources floodplain permits and the local floodplain ordinance requirements in place at the time of project bidding.

5. Upon the County's notice of completion of wetland construction, the City shall be responsible for maintaining the wetland to existing reasonable conservation standards.

DUTIES OF THE COUNTY:
Upon receipt of the $70,000 from Mr. Eychaner, acceptance of the warranty deed by the City, and receipt of the executed Right of Entry agreements by the City and Mr. Eychaner, the County shall:

1. Publicly bid and contract for the construction of a wetland on the real estate referenced in Exhibit B.

2. Complete an appraisal of the property described in Exhibit B which will be acceptable for filing with IRS Form 8283.

3. Oversee all engineering, construction, erosion control, platting, surveying and permitting for the wetland, and any permitting for stockpiling soil and wetland spoils on the real estate described in Exhibit D.

4. As part of the construction of the wetland, cause the removal of soil and other wetland spoils from the real estate referenced in Exhibit B.

5. Transport soil and other wetland spoils to the real estate described in Exhibit D.

6. Level and compact the soils and other spoils to meet FEMA requirements on the real estate described in Exhibit D. No offsite borrow will be provided and the grading plan will be adjusted as needed to account for final quantities of available excavated material. The County shall meet requirements at the time of construction completion. The County is not responsible if changes to FEMA requirements occur prior to FEMA approval. Changes to grading plan shall be made only with written approval from the City of Ankeny and Rich Eychaner which shall not be unreasonably withheld.

7. Install appropriate erosion control measures for future development on the real estate described in Exhibit D

8. Dispose of any soils deemed not suitable for development on real estate described in Exhibit D to an alternate to be determined site.

9. Manage all funding for the construction, engineering and permitting of the wetland and provide a full and complete accounting of the project.

10. In the event the wetland construction is deemed infeasible or the County decides not to move forward with the wetland, reimburse Mr. Eychaner the $70,000 previously provided by him.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representative on this the 13 day of JUNE, 2023.

RICH EYCHANER

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

POLK COUNTY, IOWA

By: _____

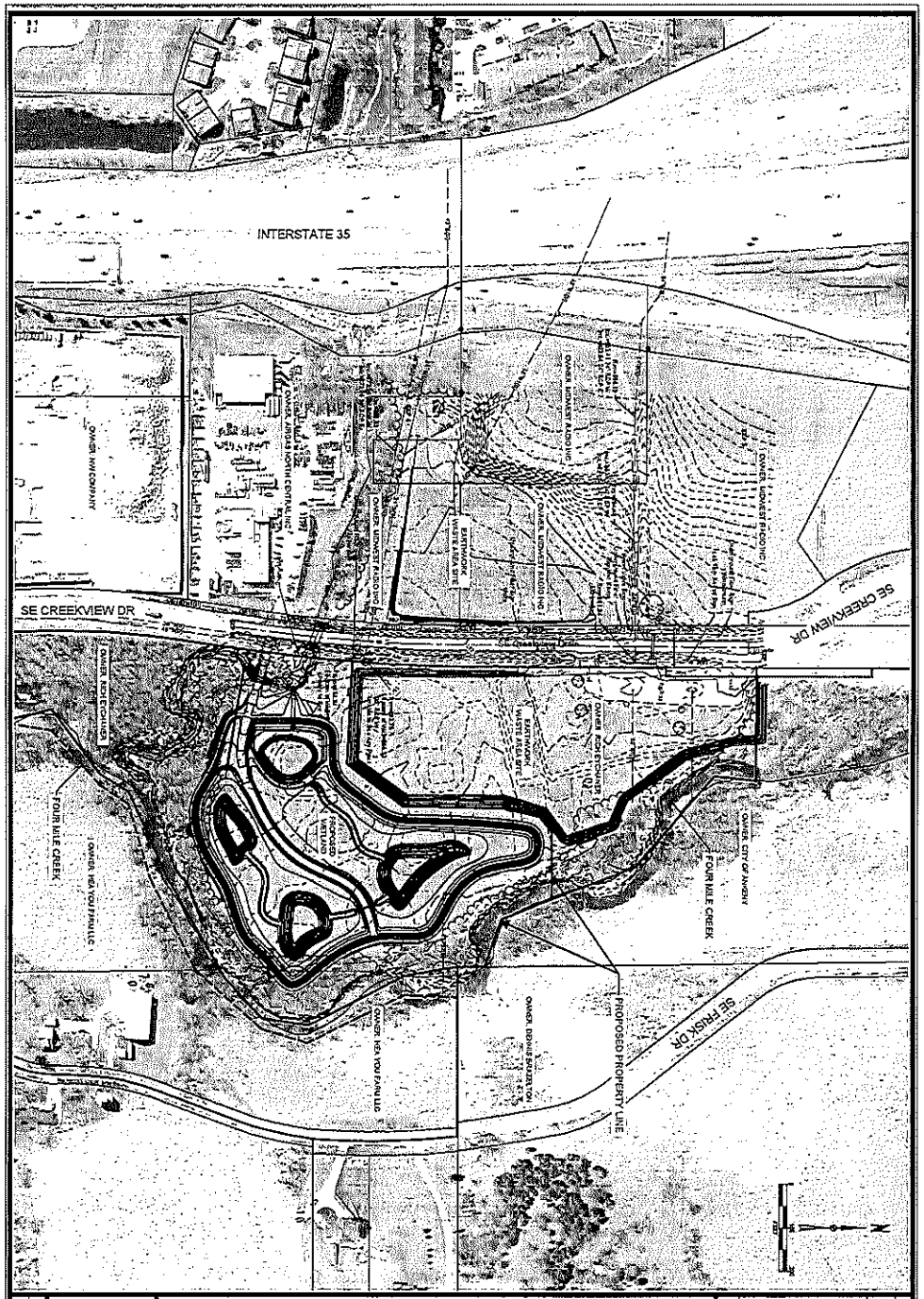
Name & Title: TOM HOCKENSMITH, CHAIRPERSON

Exhibit A
Existing Creekview Lot
Legal Description

Legal Description

Lot 1 of Creekview Golf Plat 1, an official Plat in the City of Ankeny, Iowa

Exhibit B
Project Overview Map and Acquisition Plat


INTERSTATE 35
SE CREEKVIEW DR
SE CREEKVIEW DR
SE FRISK DR
FOUR MILE CREEK
FOUR MILE CREEK
PROPOSED PROPERTY LINE
OWNER: HWY COMPANY
OWNER: IOWA NORTH CENTRAL INC
OWNER: LOWEST RADON INC
OWNER: LOWEST RADON INC
OWNER: LOWEST RADON INC
OWNER: ROB FISCHER
OWNER: ROB FISCHER
OWNER: ROB FISCHER
OWNER: CITY OF ANKENY
OWNER: H&L YOU FAM LLC
OWNER: H&L YOU FAM LLC
OWNER: H&L YOU FAM LLC
OWNER: EDWARD BAUER
PROPOSED WETLAND
WETLAND MITIGATION SITE
WETLAND MITIGATION SITE
WETLAND MITIGATION SITE

ACQUISITION PLAT

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. LOT 1
CREEKVIEW GOLF PLAT 1
SEC. 19-80-23
REQUESTED BY:
CITY OF ANKENY

ACQUISITION DESCRIPTION

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET;THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.65 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.61 FEET; THENCE SOUTH 86°55'37" EAST, 236.98 FEET; THENCE NORTH 32°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12" EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 68.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 60°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 243.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.69 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°29'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.84 ACRES (690,063 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

02/01/2023

OWNER

RICH EYCHANER
POB 1797
DES MOINES, IA 50305-1797

BASIS OF BEARING

THE SOUTH LINE OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 89°45'00" WEST FOR THE PURPOSE OF THIS SURVEY.

AREA

GROSS AREA: 15.58 ACRES (678,892 SF)
NE1/4, NW1/4 Sec. 19-80-23: 1.39 ACRES (60,456 SF)
SE1/4, NW1/4 Sec. 19-80-23: 13.35 ACRES (581,747 SF)
SW1/4, NE1/4 Sec. 19-80-23: 0.84 ACRES (36,687 SF)

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #17151 (Unless Otherwise Noted)	●	
1/2" Rebar, Yellow Plastic Cap #19710		○
ROW Marker	■	□
ROW Rail	⊢⊣	
Control Point	CCP	
Bench Mark	BM	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline	———	
Section Line	———	
1/4 Section Line	———	
1/4 1/4 Section Line	———	
Easement Line	———	

LICENSED PROFESSIONAL LAND SURVEYOR
ERIN D. GRIFFIN
19710
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Erin D. Griffin, PLS — Date

License Number 19710

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

Sheet 1 of 2

PT. LOT 1, CREEKVIEW GOLF PLAT 1
ACQUISITION PLAT
ANKENY, IA

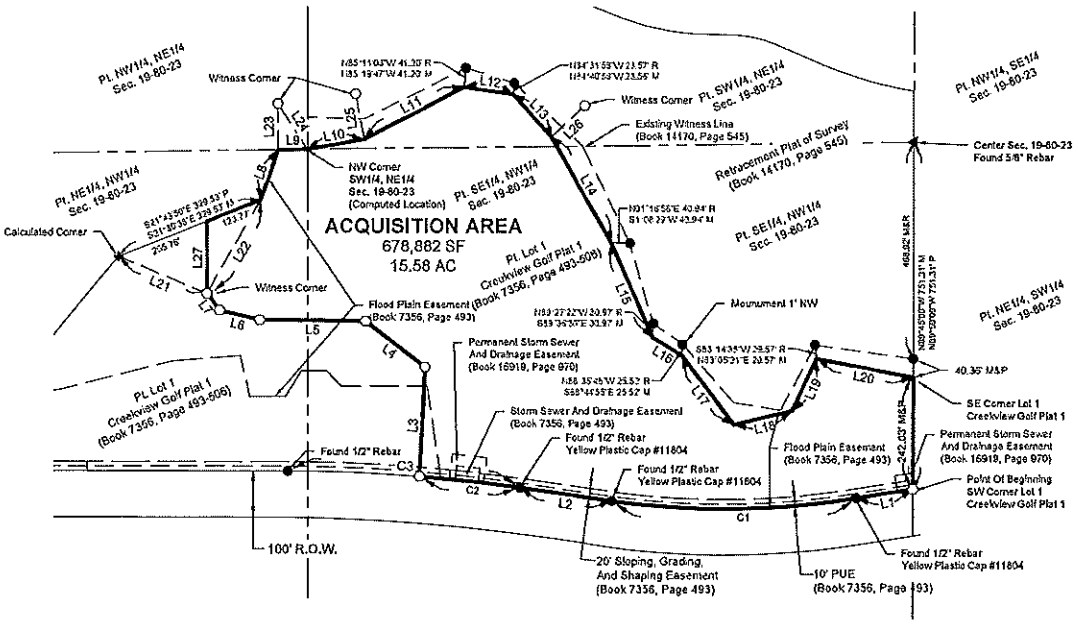
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.1414.01

ACQUISITION PLAT

LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L1 M	124.60	N09° 00' 26"W
L1 P	125.42	N09° 25' 04"W
L2 M	205.38	N06° 05' 00"E
L2 P	205.31	N07° 51' 33"E
L3 M	236.86	S66° 55' 37"E
L4 M	162.42	N07° 49' 31"E
L5 M	226.27	N00° 44' 12"E
L6 M	88.99	N13° 47' 15"E
L7 M	45.29	N52° 15' 26"E
L8 M	115.52	S70° 27' 32"E
L8 P	115.53	S70° 40' 44"E
L9 M	62.78	S00° 39' 51"E
L9 P	62.98	S00° 53' 24"E
L10 M	124.84	S09° 54' 35"E
L10 P	124.99	S10° 09' 53"E
L11 M	245.65	S27° 22' 35"E
L11 P	245.85	S27° 35' 10"E
L12 M	108.56	S06° 04' 11"W
L12 P	108.56	S07° 51' 36"W
L13 M	124.89	S47° 25' 39"W
L13 P	124.89	S47° 13' 04"W
L14 M	263.72	S60° 11' 26"W
L14 P	263.72	S59° 58' 51"W
L15 M	225.20	S66° 09' 01"W
L15 P	225.20	S65° 56' 26"W
L16 M	75.55	S31° 33' 07"W
L16 P	75.55	S31° 20' 32"W
L17 M	185.82	S53° 22' 11"W
L17 P	185.82	S53° 09' 36"W
L18 M	128.29	S13° 25' 47"E
L18 P	128.29	S13° 38' 22"E
L19 M	125.06	S65° 07' 12"E
L19 P	125.06	S65° 19' 47"E
L20 M	213.36	S11° 02' 10"W
L20 P	213.58	S10° 48' 53"W
L21 M	219.59	S19° 50' 10"W
L22 M	219.46	S62° 53' 18"E
L23 M	100.00	S89° 20' 17"W
L24 M	118.06	S57° 13' 29"W
L25 M	100.00	S80° 05' 25"W
L26 M	100.00	N42° 34' 21"W
L27 M	156.55	N89° 56' 55"E



CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M	17°15'05"	1759.30'	529.71'	266.87'	N5°37'47"W 527.71'
C1 P	17°14'21"	1759.30'	529.34'	266.69'	N5°45'35"W 527.35'
C2 M	3°27'53"	3668.70'	221.85'	110.96'	N6°21'50"E 221.81'
C3 M	7°55'20"	3668.70'	507.26'	254.03'	N4°08'07"E 506.85'
C3 P	7°55'00"	3668.70'	506.90'	253.86'	N3°54'02"E 506.50'

0 200
FEET

PT. LOT 1, CREEKVIEW GOLF PLAT 1
ACQUISITION PLAT
SNYDER & ASSOCIATES, INC.
ANKENY, IA

SNYDER & ASSOCIATES

Sheet 2 of 2

Exhibit C
Warranty Deed

Exhibit C

Return To: Mark Mueller, P.E., Director of Public Works, City of Ankeny, Iowa 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023
Preparer: Dominic Anania, Polk County Attorney's Office, 111 Court Avenue, Des Moines, Iowa 50309
Taxpayer: City of Ankeny, Iowa 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

WARRANTY DEED

For valuable consideration, herein acknowledged, Rich Eychaner, a single person, does hereby Convey to the City of Ankeny, Iowa the following described real estate in Polk County, Iowa:

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET;THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12": EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.84 ACRES (690,063 S.F.).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit groundwater hazard statement.

The Deed is exempt from transfer tax, Iowa Code Section 428A.2(6)- City is Grantee and no consideration is being given for the real estate conveyed herunder.

Grantor does Hereby Covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

This deed is exempt from real estate transfer tax pursuant to Iowa Code Section 428A.2(6).

Dated this _____day of _____, 2023.

_____

Rich Eychaner

State of Iowa)
) ss.
County of Polk)

This instrument was acknowledged before me on _____, 2023 by _____, _____, _____, and _____.

_____

Notary Public in and for the State of Iowa

Exhibit D
Legal Descriptions

Legal Description for Parcel 8023.19.126.002:

A parcel of land located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northwest Quarter all in Section 19, Township 80 North, Range 23 West, of the 5th P.M., Polk County, Iowa, being more particularly described as follows: Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of Section 19, Township 80 North, Range 23 West, of the 5th p.m., Polk County, Iowa; thence N89°55'24"W (assumed bearing) on the North line of a parcel of land as being described and recorded in Book 12709, Page 773 at the Polk County Courthouse, a distance of 144.45 feet to the East right-of-way line of Interstate 35; thence N03°39'17"W, on said East Right of Way line, a distance of 137.36 feet; thence continuing on said Right of Way line N10°30'45"E, a distance of 297.81 feet thence S88°59'35"E a distance of 302.14 feet; thence S00°04'54" W, a distance of 625.05 feet; thence N89°55'24"W, a distance of 100.01 feet; thence N00°39'39" W, a distance of 200.02 feet; thence N89°55'24"W, a distance of 100.01 feet to the point of beginning, containing 3.76 acres, more or less.

Legal Description for Parcel 8023.19.177.001 not being acquired by the City of Ankeny

LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT THE FOLLOWING:

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12" EAST, 228.27 FEET; THENCE NORTH 13°47'15"EAST, 88.99 FEET; THENCE NORTH 52°15'28"EAST, 45.29 FEET; THENCE NORTH 89°56'55"EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01"WEST CONTINUING ALONG SAID EAST LINE, 225.20

FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING.

Legal Description for Parcels 8023.19.126.005 & 8023.19.176.001:

The Southeast Quarter of the Northwest fractional Quarter (SE 1/4 NW fr 1/4) lying West of SE Creekview Drive in Section 19, Township 80 North, Range 23 West of the 5th P.M., except the East 100 feet of the West 200 feet of the North 200 feet thereof; and, except Baughman Acres Plat No. 1

AND the North Half of the Northwest fractional Quarter (N 1/2 NW fr 1/4) of Section 19, Township 80 North, Range 23 West of the 5th P.M.; except the South 425 feet of the West 1,763. 4 feet thereof; and except that part lying East of the West R.O.W. line of SE Creekview Drive, and except that part lying West of the East R.O.W. line of Interstate 35, Polk County, Iowa.

Except

Part of the Northwest Quarter (NW 1/4) of Section 19, Township 80 North, Range 23 West of the 5th Principal Meridian, all being in the City of Ankeny, Polk County, Iowa, more particularly described as follows: Commencing at the North Quarter Corner of said Section 19; THENCE North 89°36'50" West, along the north line of said section 19, a distance of 956.74 feet; THENCE South 00°23'10" West, a distance of 138.14 feet to the POINT OF BEGINNING, said point also being on the Westerly Right-of-Way line of S.E. Creekview Drive; THENCE South 00°17'14" West, along said Westerly Right-of-Way line, a distance of 58.85 feet; THENCE continuing along said Westerly Right-of-Way line, South 00°50'50" East, a distance of 30.50 feet to a point on a curve; THENCE continuing along said Westerly Right-of-Way line, along a curve to the left having a radius of 435.00 feet, a delta of 35°19'59", an arc length of 268.25 feet, and a chord which bears South 17°18'31" East having a chord distance of 264.02 feet; THENCE South 55°01'30" West, a distance of 116.00 feet; THENCE North 63°01'04" West, a distance of 402.80 feet to a point on the Easterly Right-of-Way line of Interstate 35; THENCE North 08°50'27" East, along said Easterly Right-of-Way line, a distance of 77.10 feet; THENCE continuing along said Easterly Right-of-Way line, North 57°50'58" East, a distance of 266.12 feet to a point on the Southerly Right-of-Way line of East 1st Street; THENCE North 86°57'17" East, along said Southerly Right-of-Way line, a distance of 138.33 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less. subject to zoning, easements and covenants of record, if any.

Exhibit E
Right of Entry Agreement

Prepared by and return to: Johnathon Swanson, Polk County Public Works, 5885 NE 14 Street, Des Moines, Iowa 50313 (515) 286.3705

Right of Entry Agreement

THIS RIGHT OF ENTRY AGREEMENT is made as of _____ __ , 2023 by Rich Eychaner, ("**Grantor**") in favor of POLK COUNTY, IOWA, a governmental subdivision organized and existing under the laws of the State of Iowa ("**Grantee**").

WHEREAS, Grantor, Grantee and the City of Ankeny have entered into a Development Agreement as of _____ whereby Grantee is obligated to remove suitable wetland spoils from certain land and deliver the suitable wetland spoils to land owned by Mr. Eychaner, more particularly described in Exhibit 1 of Exhibit E to this Agreement (hereinafter referenced as "Land" or "the Land"); and

WHEREAS, Grantee is also obligated to level and compact the suitable wetland spoils and install appropriate erosion control measures for future development on the Land; and

WHEREAS, in order for Grantee to complete its obligations pursuant to the Development Agreement, Grantor must execute a Right of Entry in favor of Grantee with respect to the Land; and

WHEREAS, Grantor desires to grant a Right of Entry to Grantee with respect to the Land.

NOW, THEREFORE, in consideration of the undertakings of Grantee and Grantor in the Development Agreement incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the following Right of Entry to Grantee.

1. **Recitals**. The above stated recitals are adopted and incorporated herein.

2. **Right of Entry Declaration**. Grantor hereby declares and grants for benefit of the Grantee, its agents, contractors and subcontractors, a right of entry to access the Land to deliver suitable wetland spoils, level and compact the suitable wetland spoils, and install appropriate erosion control measures for future development on the Land.

3. **Right of Entry Terms.** Trees, shrubs, landscaping and other existing conditions may be impacted by Grantee's right of entry.

Measures will be taken to protect them as much as reasonably possible, but some trees, shrubs, landscaping and other site improvements may be impacted. Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors the right to remove all trees, shrubs, landscaping and other existing conditions reasonably necessary to deliver suitable wetland spoils, level and compact the suitable wetland spoils, and install appropriate erosion control measures for future development on the Land. Grantee, its agents, contractors and subcontractors will not replace these items. Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns are responsible for the timely moving or relocating of any

landscaping, trees or shrubs they wish to save or otherwise relocate before delivery of the suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation appropriate erosion control measures for future development on the Land begins.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors, the right to remove gates, fences, and other obstacles for the delivery of suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation of appropriate erosion control measures for future development on the Land. Grantee, its agents, contractors and subcontractors will reasonably relocate, repair, and/or reconstruct the items removed from the Land for the purpose of the aforementioned work.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns acknowledge that the Grantee, its agents, contractors and subcontractors will not be responsible for any damage to the Land beyond reasonable repairs to be provided by the Grantee, its agents, contractors and subcontractors. Any requests for repair of known defects must be made within 30 calendar days of the completion of the delivery of suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation of appropriate erosion control measures for future development on the Land. The Grantee will provide written notice to the Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns upon completion (including restoration) of the delivery of suitable wetland spoils, levelling and compacting of the suitable wetland spoils, and installation of appropriate erosion control measures for future development on the Land.

4. **Duration.** The right of entry permissions herein contained shall last until Grantee provides notice of completion as referenced in Paragraph 3 above. If Grantor requests reasonable repairs within the 30-day deadline, the right of entry permissions shall extend until completion of such reasonable repairs. This right of entry agreement shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns.

5. **Amendments.** This Declaration may not be amended in any respect whatsoever except by instrument in writing signed by Grantor and Grantee, and by the future owner of the Land affected by any such amendment, which is recorded in the Polk County Recorder's Office.

6. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

7. **Partial Invalidity.** Should any one or more of the provisions of this Declaration be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, unless as a result the purpose and intent of this Declaration shall thereby be substantially and essentially impaired. In such event, Grantor shall diligently proceed to revise this Declaration in order to re-memorialize such purpose and intent.

8. **Entire Agreement.** This Agreement, the Development Agreement incorporated by reference and any exhibits or attachments hereto reflect the entire agreement among the parties

POLK COUNTY, IOWA

Tom Hockensmith Date: 6/13/23
Chairperson, Polk County
Board of Supervisors

STATE OF IOWA)
) SS
COUNTY OF POLK)

This instrument was acknowledged before me on JUNE 13, 2023,

by TOM HOCKENSMITH
as Chairman of the Polk County, Iowa Board of Supervisors, who further acknowledged that the seal affixed hereto is that of Polk County, Iowa.

REBECCA DEWEY
Commission Number 714859
My Commission Expires
February 1, 2026

Rebecca Dewey
Notary Public in and for the State of Iowa

ATTEST:
Jamie Haight Date: 6/13/23
County Auditor

regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2023.

Rich Eychaner

STATE OF IOWA)
) SS
COUNTY OF POLK)

Subscribed and sworn to before me by RICH EYCHANER (Name) on this

12 day of June 2023.

Notary Public in and for said Polk County

ANDREW L. BURTON
Commission Number 747365
Commission Expires
8/25/25

Exhibit 1 of Exhibit E

Legal Description for Parcel 8023.19.126.002:

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Legal Description for Parcels 8023.19.126.005 & 8023.19.176.001:

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AND the North Half of the Northwest fractional Quarter (N 1/2 NW fr 1/4) of Section 19, Township 80 North, Range 23 West of the 5th P.M.; except the South 425 feet of the West 1,763. 4 feet thereof; and except that part lying East of the West R.O.W. line of SE Creekview Drive, and except that part lying West of the East R.O.W. line of Interstate 35, Polk County, Iowa.

Except

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Legal Description for Parcels 8023.19.177.001

LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA EXCEPT THE FOLLOWING:

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12" EAST, 228.27 FEET; THENCE NORTH 13°47'15"EAST, 88.99 FEET; THENCE NORTH 52°15'28"EAST, 45.29 FEET; THENCE NORTH 89°56'55"EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01"WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING.

Exhibit F
Right of Entry Agreement

Prepared by and return to: Johnathon Swanson, Polk County Public Works, 5885 NE 14 Street, Des Moines, Iowa 50313 (515) 286.3705

Right of Entry Agreement

THIS RIGHT OF ENTRY AGREEMENT is made as of _____ __, 2023 by the City of Ankeny, Iowa, a municipal corporation organized under the laws of the State of Iowa ("**Grantor**") in favor of POLK COUNTY, IOWA, a governmental subdivision organized and existing under the laws of the State of Iowa ("**Grantee**").

WHEREAS, Grantor, Grantee and Rich Eychaner have entered into a Development Agreement as of _____ whereby Grantee is obligated to publicly bid and contract for the construction of a wetland on certain land owned by the Grantor, more particularly described in Exhibit 1 of Exhibit F to this Agreement (hereinafter referenced as "Land" or "the Land"); and

WHEREAS, Grantee is further obligated, as part of the wetland construction, to cause the removal of soil and other wetland spoils from the Land; and

WHEREAS, Grantee is additionally required to oversee all engineering, construction, erosion control, platting, surveying and permitting for the wetland, and any permitting for stockpiling soil and wetland spoils on the Land; and

WHEREAS, in order for Grantee to complete its obligations pursuant to the Development Agreement, Grantor must execute a Right of Entry in favor of Grantee with respect to the Land; and

WHEREAS, Grantor desires to grant a Right of Entry to Grantee with respect to the Land.

NOW, THEREFORE, in consideration of the undertakings of Grantee and Grantor in the Development Agreement incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the following Right of Entry to Grantee.

1. **Recitals**. The above stated recitals are adopted and incorporated herein.

2. **Right of Entry Declaration.** Grantor hereby declares and grants for benefit of the Grantee, its agents, contractors and subcontractors, a right of entry to access the Land in order to construct a wetland thereon. The right of entry includes, but is not limited to, access to: (1) complete all construction of the wetland, (2) complete erosion control; (3) remove soils and other wetland spoils from the land; (4) survey the land; (5) oversee construction and engineering on the land; and (6) store equipment, material and other items necessary for construction of the wetland on the Land.

3. **Right of Entry Terms.** Trees, shrubs, landscaping and other existing conditions may be impacted by Grantee's right of entry.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors

the right to remove all trees, shrubs, landscaping and other existing conditions reasonably necessary to construct a wetland on the Land. Grantee, its agents, contractors and subcontractors will not replace these items. Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns are responsible for the timely moving or relocating of any landscaping, trees or shrubs they wish to save or otherwise relocate before construction the Land begins.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors, the right to remove gates, fences, and other obstacles for construction of a wetland on the Land. Grantee, its agents, contractors and subcontractors will reasonably relocate, repair, and/or reconstruct the items removed from the Land for the purpose of the aforementioned work.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns acknowledge that the Grantee, its agents, contractors and subcontractors will not be responsible for any damage to the Land beyond reasonable repairs to be provided by the Grantee, its agents, contractors and subcontractors. Any requests for repair must be made within 30 calendar days of the completion of the wetland on the Land. The Grantee will provide written notice to the Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns upon completion (including restoration) of the wetland on the Land.

4. **Duration.** The right of entry permissions herein contained shall last until Grantee provides notice of completion as referenced in Paragraph 3 above. If Grantor requests reasonable repairs within the 30-day deadline, the right of entry permissions shall extend until completion of such reasonable repairs. This right of entry agreement shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns.

5. **Amendments.** This Declaration may not be amended in any respect whatsoever except by instrument in writing signed by Grantor and Grantee, and by the future owner of the Land affected by any such amendment, which is recorded in the Polk County Recorder's Office.

6. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

7. **Partial Invalidity.** Should any one or more of the provisions of this Declaration be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, unless as a result the purpose and intent of this Declaration shall thereby be substantially and essentially impaired. In such event, Grantor shall diligently proceed to revise this Declaration in order to re-memorialize such purpose and intent.

8. **Entire Agreement.** This Agreement, the Development Agreement incorporated by reference and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2023.

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

Subscribed and sworn to before me by _____ on this
(Name)

_____ day of _____ 2023.

_____
Notary Public in and for said Polk County

POLK COUNTY, IOWA

Tom Hockensmith Date: 6/13/23
Chairperson, Polk County
Board of Supervisors

STATE OF IOWA)
) SS
COUNTY OF POLK)

This instrument was acknowledged before me on JUNE 13, 2023,

by TOM HOCKENSMITH
as Chairman of the Polk County, Iowa Board of Supervisors, who further acknowledged that the seal affixed hereto is that of Polk County, Iowa.

REBECCA DEWEY
Commission Number 714859
My Commission Expires
February 1, 2026

Rebecca Dewey
Notary Public in and for the State of Iowa

ATTEST:
Jamie Wright Date: 6/13/23
County Auditor

EXHIBIT 1 OF EXHIBIT F:
CITY OF ANKENY PROPERTY DESCRIPTION

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12": EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.84 ACRES (690,063 S.F.).

Res. No. 124-23
July 25, 2023

RESOLUTION

Moved by Brownell, Seconded by McCoy that the following Resolution be adopted:

WHEREAS, on June 13, 2023, Polk County approved a Development Agreement By and Between Polk County, Iowa, the City of Ankeny, and Rich Eychaner ("the Agreement") to construct a wetland in the City of Ankeny; and

WHEREAS, an error on the provided acquisition plat resulted in the incorrect legal description on Exhibits B, C, and F of the Agreement; and

WHEREAS, due to the error on the acquisition plat, a First Amendment to the Agreement is necessary.

NOW, THEREFORE BE IT RESOLVED that Polk County, Iowa approves the First Amendment to the Development Agreement By and Between Polk County, Iowa, the City of Ankeny, and Rich Eychaner and authorizes the Chair of the Polk County Board of Supervisors to sign the First Amendment on behalf of Polk County.

BE IT FURTHER RESOLVED that the Polk County Public Works Department is directed to return a signed copy of the First Amendment to the City of Ankeny and Rich Eychaner.

Approved this 25th day of July, 2023.

POLK COUNTY, IOWA

Tom Hockensmith

Tom Hockensmith, Chair
Polk County Board of Supervisors

~~RECOMMENDED FOR~~ APPROVAL:

Robert Rice

Robert Rice, Director
Polk County Public Works Department

APPROVED AS TO FORM:

KIMBERLY GRAHAM
POLK COUNTY ATTORNEY

Assistant County Attorney

ROLL CALL FOR ALLOWANCE

JUL 25 2023

ALLOWED BY VOTE OF BOARD

Tom Hockensmith
CHAIRPERSON

Matt McCoy	~~Yea~~	Nay
Robert Brownell	~~Yea~~	Nay
Angela Connolly	~~Yea~~	Nay
Steve Van Oort	~~Yea~~	Nay
Tom Hockensmith	~~Yea~~	Nay
Yea 5	Nay 0	

Vote tabulation made by BD

#15

POLK COUNTY BOARD OF SUPERVISORS
Tuesday Agenda Memorandum

Item Type & Title: Resolution No. 124-23 to approve the First Amendment to the Development Agreement By and Between Polk County, Iowa, the City of Ankeny, and Rich Eychaner for the construction of the Creekview Wetland.

Agenda Date: July 25, 2023

Contact Individual: John Swanson, Water Resources Planner, Polk County Public Works Department, 875-5880

Previous Action taken by the Board: June 13, 2023 BOS action approving Development Agreement By and Between Polk County, Iowa, the City of Ankeny, and Rich Eychaner.

Board/Commission Actions: N/A

Action Requested (Recommended): Approve First Amendment to the Agreement, authorize the Chair to execute the First Amendment, direct the Public Works Department to return a copy of the signed agreement to cooperating partners.

Comply with Policy: Yes

Background: Polk County has approved a development agreement with Ankeny and Rich Eychaner for the construction of a water quality wetland. An error on the acquisition plat resulted in necessary amendments to agreement exhibits.

Action Impact: Action approves the Chair to sign the amended exhibit.

Fiscal Note: None

Fiscal Year	Budgeted? (Y/N)	Anticipated Expense	Anticipated Revenue	Ongoing Commitment? (Y/N)	If Amendment is Required,	
					Expense Account Code	Revenue Account Code
23/24						

Additional Fiscal Note Information (optional):

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN POLK COUNTY, IOWA, THE CITY OF ANKENY, IOWA, AND RICH EYCHANER

THIS FIRST AMENDMENT ("First Amendment") to the Development Agreement By and Between Polk County, Iowa, the City of Ankeny, and Rich Eychaner is made and entered into as of the last date of all signatures hereto.

WHEREAS, the City of Ankeny, Iowa authorized and approved entering into the Development Agreement By and Between Polk County, Iowa, the City of Ankeny, and Rich Eychaner ("Agreement") on June 19, 2023; and

WHEREAS, Polk County, Iowa authorized and approved entering into the Agreement on June 13, 2023; and

WHEREAS, Rich Eychaner signed the Agreement on June 12, 2023; and

WHEREAS, the Agreement provides for the donation of land, construction of a wetland on the donated land, and various maintenance and other responsibilities of the Parties in order to effectuate the Agreement; and

WHEREAS, after all Parties signed the Agreement, a discrepancy in the acquisition plat was discovered which, in turn, affected Exhibits B, C, and F of the Agreement.; and

WHEREAS, the Parties desire to amend the Agreement by entering into this First Amendment to address the errors affecting Exhibits B, C and F of the Agreement as a result of the discrepancy in the acquisition plat.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the Parties hereby assent that the Agreement is amended in accordance with the terms set forth in this First Amendment as follows:

1. Exhibit B of the Agreement is amended by deleting the original Exhibit B and replacing it with Exhibit B as attached hereto and incorporated herein.
2. Exhibit C of the Agreement is amended by deleting the original Exhibit C and replacing it with Exhibit C as attached hereto and incorporated herein.
3. Exhibit F of the Agreement is amended by deleting the original Exhibit F and replacing it with Exhibit F as attached hereto and incorporated herein.

4. Except as expressly set forth in this First Amendment, all other terms, provisions, and conditions originally set forth in the Agreement, including all attachments and exhibits thereto, remain effective and binding upon the City of Ankeny, Polk County, and Rich Eychaner. Where there is conflict between the terms of the Agreement and this First Amendment, the terms of the First Amendment shall prevail.

EXECUTION OF AMENDMENT

IN WITNESS THEREOF, the Parties have caused this First Amendment to be executed by their authorized representatives as of the date of their respective signatures below.

RICH EYCHANER

Date: July 22, 2023

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

Date:

POLK COUNTY, IOWA

By: _____

Name & Title: TOM HOCKENSMITH, CHAIRPERSON

Date: 7/25/23

Exhibit B
Project Overview Map and Acquisition Plat

CREEKVIEW WETLAND
PROPERTY OWNERS
ANKENY, POLK COUNTY, IOWA
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com
SNYDER & ASSOCIATES
Project No: 122.1414.01
Page 11
Project No: 122.1414.01
Sheet EXB1
MARK
REVISION
DATE
BY
Engineer: ENG1
Designed By: DES1
Scale: 1" = 100'
Technician: TECH
Date: MM-DD-YYYY
File: TTMRRWMS
SE FRISK DR
SE CREEKVIEW DR
SE CREEKVIEW DR
INTERSTATE 35
OWNER: CITY OF ANKENY
FOUR MILE CREEK
OWNER: DENNIS BRAZELTON
OWNER: HEA YOU FARM LLC
OWNER: HEA YOU FARM LLC
FOUR MILE CREEK
OWNER: RICH EYCHANER
OWNER: RICH EYCHANER
PROPOSED WETLAND
EARTHWORK WASTE AREA SITE
EARTHWORK WASTE AREA SITE
OWNER: MIDWEST RADIO INC
OWNER: MIDWEST RADIO INC
OWNER: MIDWEST RADIO INC
OWNER: MIDWEST RADIO INC
OWNER: AIRGAS NORTH CENTRAL INC
OWNER: NW COMPANY

ACQUISITION PLAT

AREA ABOVE RESERVED FOR RECORDER

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT. LOT 1
CREEKVIEW GOLF PLAT 1
SEC. 19-80-23
REQUESTED BY:
CITY OF ANKENY

ACQUISITION DESCRIPTION

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET;THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12": EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.58 ACRES (678,882 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

DATE OF SURVEY

02/01/2023

OWNER

RICH EYCHANER
POB 1797
DES MOINES, IA 50305-1797

BASIS OF BEARING

THE SOUTH LINE OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, IS ASSUMED TO BEAR NORTH 89°45'00" WEST FOR THE PURPOSE OF THIS SURVEY.

AREA

GROSS AREA: 15.58 ACRES (678,882 SF)
NE1/4, NW1/4 Sec. 19-80-23: 1.39 ACRES (60,468 SF)
SE1/4, NW1/4 Sec. 19-80-23: 13.35 ACRES (581,747 SF)
SW1/4, NE1/4 Sec. 19-80-23: 0.84 ACRES (36,667 SF)

LEGEND

FEATURES	FOUND	SET
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap #17161 (Unless Otherwise Noted)	●	
1/2" Rebar, Yellow Plastic Cap #19710		○
ROW Marker	■	□
ROW Rail	⊢⊣	⊢⊣
Control Point	⊙CP	
Bench Mark	⊕	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Minimum Protection Elevation	MPE	
Centerline	———	
Section Line	———	
1/4 Section Line	———	
1/4 1/4 Section Line	— - - —	
Easement Line	—— ——	

LICENSED PROFESSIONAL LAND SURVEYOR
ERIN D. GRIFFIN
19710
IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

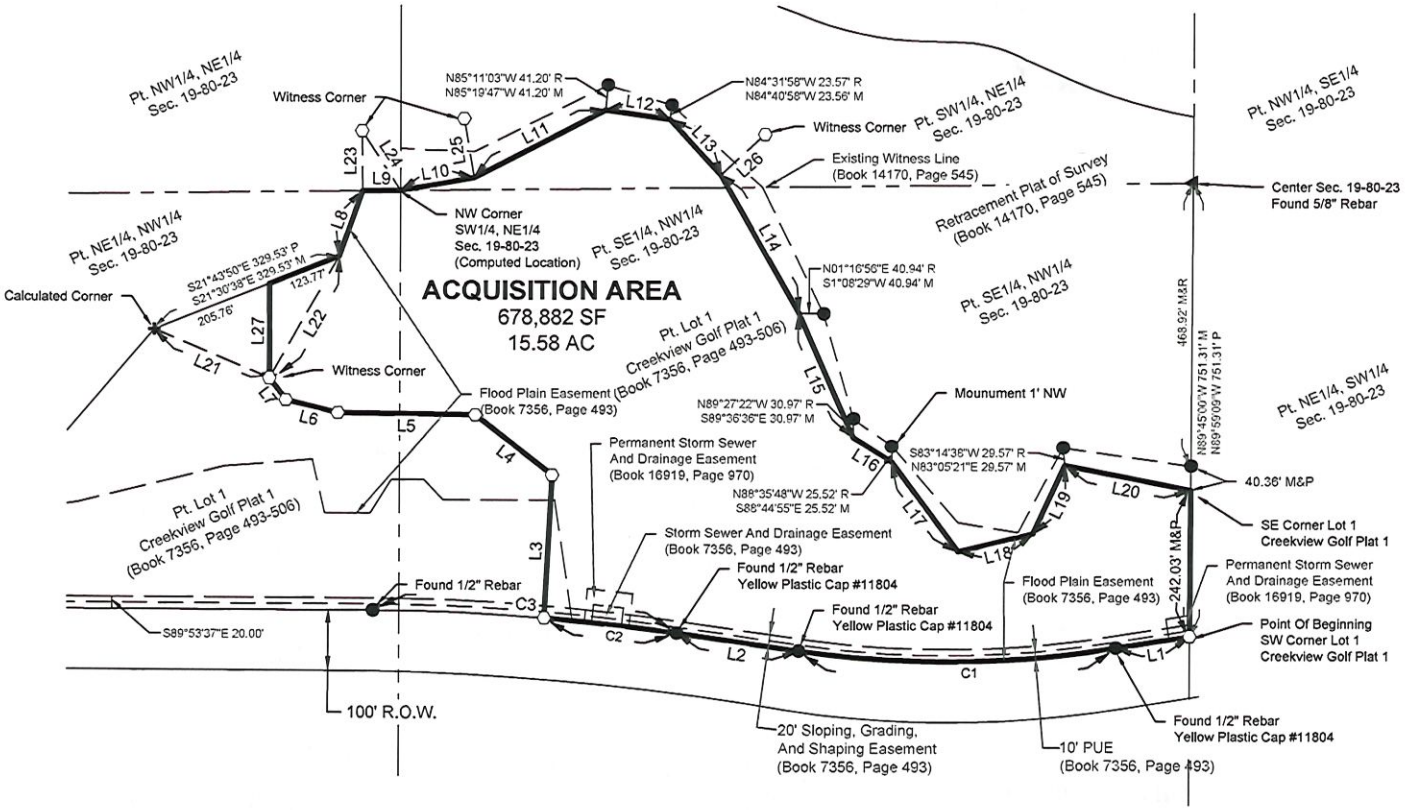
07/06/2023
Erin D. Griffin, PLS — Date

License Number 19710
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2, of 2

ACQUISITION PLAT

LINE TABLE		
LINE #	LENGTH (FT)	DIRECTION
L1 M	124.60	N09° 00' 26"W
L1 P	125.42	N09° 25' 04"W
L2 M	205.38	N08° 05' 00"E
L2 P	205.31	N07° 51' 33"E
L3 M	236.98	S86° 58' 37"E
L4 M	162.42	N37° 45' 31"E
L5 M	228.27	N00° 44' 12"E
L6 M	88.99	N13° 47' 15"E
L7 M	45.29	N52° 15' 28"E
L8 M	115.52	S70° 27' 32"E
L8 P	115.52	S70° 40' 44"E
L9 M	62.76	S00° 39' 51"E
L9 P	62.98	S00° 53' 24"E
L10 M	124.84	S09° 54' 35"E
L10 P	124.99	S10° 09' 53"E
L11 M	245.85	S27° 22' 35"E
L11 P	245.85	S27° 35' 10"E
L12 M	108.56	S08° 04' 11"W
L12 P	108.56	S07° 51' 36"W
L13 M	124.89	S47° 25' 39"W
L13 P	124.89	S47° 13' 04"W
L14 M	263.72	S60° 11' 26"W
L14 P	263.72	S59° 58' 51"W
L15 M	225.20	S66° 09' 01"W
L15 P	225.20	S65° 56' 26"W
L16 M	75.55	S31° 33' 07"W
L16 P	75.55	S31° 20' 32"W
L17 M	185.82	S53° 22' 11"W
L17 P	185.82	S53° 09' 36"W
L18 M	128.29	S13° 25' 47"E
L18 P	128.29	S13° 38' 22"E
L19 M	125.06	S65° 07' 12"E
L19 P	125.06	S65° 19' 47"E
L20 M	213.36	S11° 02' 10"W
L20 P	213.59	S10° 48' 53"W
L21 M	219.59	S19° 50' 10"W
L22 M	219.46	S62° 53' 18"E
L23 M	100.00	S89° 20' 17"W
L24 M	118.06	S57° 13' 29"W
L25 M	100.00	S80° 05' 25"W
L26 M	100.00	N42° 34' 21"W
L27 M	156.55	N89° 56' 55"E



CURVE TABLE					
CURVE NO.	Δ	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/LENGTH
C1 M	17°15'05"	1759.30'	529.71'	266.87'	N0°37'47"W 527.71'
C1 P	17°14'21"	1759.30'	529.34'	266.69'	N0°45'38"W 527.35'
C2 M	3°27'53"	3668.70'	221.85'	110.96'	N6°21'50"E 221.81'
C3 M	7°55'20"	3668.70'	507.26'	254.03'	N4°08'07"E 506.85'
C3 P	7°55'00"	3668.70'	506.90'	253.86'	N3°54'02"E 506.50'

MARK	REVISION	DATE	BY
Engineer	Checked By EDG	Scale 1" = 200'	
Technician AJD	Date 04-26-2023	File S: \ENG\2014\01\	

Sheet 2 of 2

Project No 122.1414.01

PT. LOT 1, CREEKVIEW GOLF PLAT 1

ACQUISITION PLAT

ANKENY, IA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No 122.1414.01

Exhibit C
Warranty Deed

Exhibit C

Return To: Mark Mueller, P.E., Director of Public Works, City of Ankeny, Iowa 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023
Preparer: Dominic Anania, Polk County Attorney's Office, 111 Court Avenue, Des Moines, Iowa 50309
Taxpayer: City of Ankeny, Iowa 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

WARRANTY DEED

For valuable consideration, herein acknowledged, Rich Eychaner, a single person, does hereby Convey to the City of Ankeny, Iowa the following described real estate in Polk County, Iowa:

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET;THENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12": EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.58 ACRES (678,882 S.F.).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit groundwater hazard statement.

The Deed is exempt from transfer tax, Iowa Code Section 428A.2(6)- City is Grantee and no consideration is being given for the real estate conveyed herunder.

Grantor does Hereby Covenant with grantees, and successors in interest, that grantor holds the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

This deed is exempt from real estate transfer tax pursuant to Iowa Code Section 428A.2(6).

Dated this _____day of _____, 2023.

_____
Rich Eychaner

State of Iowa)
) ss.
County of Polk)

This instrument was acknowledged before me on _____, 2023 by _____, _____, _____, and _____.

_____
Notary Public in and for the State of Iowa

Exhibit F
Right of Entry Agreement

Prepared by and return to: Johnathon Swanson, Polk County Public Works, 5885 NE 14 Street, Des Moines, Iowa 50313 (515) 286.3705

Right of Entry Agreement

THIS RIGHT OF ENTRY AGREEMENT is made as of _____ __ , 2023 by the City of Ankeny, Iowa, a municipal corporation organized under the laws of the State of Iowa ("**Grantor**") in favor of POLK COUNTY, IOWA, a governmental subdivision organized and existing under the laws of the State of Iowa ("**Grantee**").

WHEREAS, Grantor, Grantee and Rich Eychaner have entered into a Development Agreement as of _____ whereby Grantee is obligated to publicly bid and contract for the construction of a wetland on certain land owned by the Grantor, more particularly described in Exhibit 1 of Exhibit F to this Agreement (hereinafter referenced as "Land" or "the Land"); and

WHEREAS, Grantee is further obligated, as part of the wetland construction, to cause the removal of soil and other wetland spoils from the Land; and

WHEREAS, Grantee is additionally required to oversee all engineering, construction, erosion control, platting, surveying and permitting for the wetland, and any permitting for stockpiling soil and wetland spoils on the Land; and

WHEREAS, in order for Grantee to complete its obligations pursuant to the Development Agreement, Grantor must execute a Right of Entry in favor of Grantee with respect to the Land; and

WHEREAS, Grantor desires to grant a Right of Entry to Grantee with respect to the Land.

NOW, THEREFORE, in consideration of the undertakings of Grantee and Grantor in the Development Agreement incorporated herein by reference and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant the following Right of Entry to Grantee.

1. **Recitals**. The above stated recitals are adopted and incorporated herein.

2. **Right of Entry Declaration**. Grantor hereby declares and grants for benefit of the Grantee, its agents, contractors and subcontractors, a right of entry to access the Land in order to construct a wetland thereon. The right of entry includes, but is not limited to, access to: (1) complete all construction of the wetland, (2) complete erosion control; (3) remove soils and other wetland spoils from the land; (4) survey the land; (5) oversee construction and engineering on the land; and (6) store equipment, material and other items necessary for construction of the wetland on the Land.

3. **Right of Entry Terms.** Trees, shrubs, landscaping and other existing conditions may be impacted by Grantee's right of entry.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors

the right to remove all trees, shrubs, landscaping and other existing conditions reasonably necessary to construct a wetland on the Land. Grantee, its agents, contractors and subcontractors will not replace these items. Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns are responsible for the timely moving or relocating of any landscaping, trees or shrubs they wish to save or otherwise relocate before construction the Land begins.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns grant the Grantee, its agents, contractors and subcontractors, the right to remove gates, fences, and other obstacles for construction of a wetland on the Land. Grantee, its agents, contractors and subcontractors will reasonably relocate, repair, and/or reconstruct the items removed from the Land for the purpose of the aforementioned work.

Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns acknowledge that the Grantee, its agents, contractors and subcontractors will not be responsible for any damage to the Land beyond reasonable repairs to be provided by the Grantee, its agents, contractors and subcontractors. Any requests for repair must be made within 30 calendar days of the completion of the wetland on the Land. The Grantee will provide written notice to the Grantor, any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns upon completion (including restoration) of the wetland on the Land.

4. **Duration.** The right of entry permissions herein contained shall last until Grantee provides notice of completion as referenced in Paragraph 3 above. If Grantor requests reasonable repairs within the 30-day deadline, the right of entry permissions shall extend until completion of such reasonable repairs. This right of entry agreement shall create mutual benefits and covenants running with the land and shall be binding upon any owner, tenant, or occupant of the Land, and their respective heirs, personal representatives, successors and assigns.

5. **Amendments.** This Declaration may not be amended in any respect whatsoever except by instrument in writing signed by Grantor and Grantee, and by the future owner of the Land affected by any such amendment, which is recorded in the Polk County Recorder's Office.

6. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Iowa. Venue shall be in the District Court for Polk County Iowa.

7. **Partial Invalidity.** Should any one or more of the provisions of this Declaration be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, unless as a result the purpose and intent of this Declaration shall thereby be substantially and essentially impaired. In such event, Grantor shall diligently proceed to revise this Declaration in order to re-memorialize such purpose and intent.

8. **Entire Agreement.** This Agreement, the Development Agreement incorporated by reference and any exhibits or attachments hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused this Right of Entry Agreement to be executed by their duly authorized representative on this the ____ day of _____, 2023.

CITY OF ANKENY, IOWA

By: _____

Name & Title: _____

STATE OF IOWA)
) SS
COUNTY OF POLK)

Subscribed and sworn to before me by _____ on this
(Name)

_____ day of _____ 2023.

_____
Notary Public in and for said Polk County

POLK COUNTY, IOWA

Tom Hockensmith Date: 7/25/23
Chairperson, Polk County
Board of Supervisors

STATE OF IOWA)
) SS
COUNTY OF POLK)

This instrument was acknowledged before me on JULY 25, 2023,

by TOM HOCKENSMITH
as Chairman of the Polk County, Iowa Board of Supervisors, who further acknowledged that the seal affixed hereto is that of Polk County, Iowa.

NOTARIAL SEAL IOWA
REBECCA DEWEY
Commission Number 714859
My Commission Expires
February 1, 2026

Rebecca Dewey
Notary Public in and for the State of Iowa

ATTEST:
Jama Fitzgibbon Date: 7/25/23
County Auditor

EXHIBIT 1 OF EXHIBIT F:
CITY OF ANKENY PROPERTY DESCRIPTION

A PART OF LOT 1, CREEKVIEW GOLF PLAT 1, AN OFFICIAL PLAT, CITY OF ANKENY, POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 09°00'26" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.60 FEET; THENCE NORTHWESTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 1759.30 FEET, WHOSE ARC LENGTH IS 529.71 FEET AND WHOSE CHORD BEARS NORTH 0°37'47" WEST, 527.71 FEET; THENCE NORTH 08°05'00" EAST ALONG SAID WEST LINE, 205.38 FEET; HENCE NORTHEASTERLY ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 3668.70 FEET, WHOSE ARC LENGTH IS 221.85 FEET AND WHOSE CHORD BEARS NORTH 06°21'50" EAST, 221.81 FEET; THENCE SOUTH 86°58'37" EAST, 236.98 FEET; THENCE NORTH 37°45'31" EAST, 162.42 FEET; THENCE NORTH 0°44'12": EAST, 228.27 FEET; THENCE NORTH 13°47'15" EAST, 88.99 FEET; THENCE NORTH 52°15'28" EAST, 45.29 FEET; THENCE NORTH 89°56'55" EAST, 156.55 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 21°30'38" EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 123.77 FEET; THENCE SOUTH 70°27'32" EAST ALONG SAID EAST LINE, 115.52 FEET; THENCE SOUTH 0°39'51" EAST CONTINUING ALONG SAID EAST LINE, 62.76 FEET; THENCE SOUTH 09°54'35" EAST CONTINUING ALONG SAID EAST LINE, 124.84 FEET; THENCE SOUTH 27°22'35" EAST CONTINUING ALONG SAID EAST LINE, 245.85 FEET; THENCE SOUTH 08°04'11" WEST CONTINUING ALONG SAID EAST LINE, 108.56 FEET; THENCE SOUTH 47°25'39" WEST CONTINUING ALONG SAID EAST LINE, 124.89 FEET; THENCE SOUTH 60°11'26" WEST CONTINUING ALONG SAID EAST LINE, 263.72 FEET; THENCE SOUTH 66°09'01" WEST CONTINUING ALONG SAID EAST LINE, 225.20 FEET; THENCE SOUTH 31°33'07" WEST CONTINUING ALONG SAID EAST LINE, 75.55 FEET; THENCE SOUTH 53°22'11" WEST CONTINUING ALONG SAID EAST LINE, 185.82 FEET; THENCE SOUTH 13°25'47" EAST CONTINUING ALONG SAID EAST LINE, 128.29 FEET; THENCE SOUTH 65°07'12" EAST CONTINUING ALONG SAID EAST LINE, 125.06 FEET; THENCE SOUTH 11°02'10" WEST CONTINUING ALONG SAID EAST LINE, 213.36 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°45'00" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 242.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.58 ACRES (678,882 S.F.).

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Parks and Recreation	Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the 2023 Rally Complex Park Development project. This involves ordering construction, setting a public hearing date on the contract documents (plans, specifications, form of contract), estimated total cost, and setting a date for considering the bids on the project.

The Rally Complex Park Development project in the City of Ankeny includes the construction of a 12-court post-tension concrete pickleball facility, two softball fields, batting cages, and associated components, PCC sidewalks, parking lot, and turn lane improvements. Other associated improvements include water service, sanitary service, electrical utility service, irrigation, parking lot lighting installation, pickleball court lighting installation (ADD ALT), temp traffic control, pavement markings, erosion control,

and landscaping. The project shall include installing lighting poles, footings, light fixtures, conduit, wiring, components, and associated improvements including the connection to an existing electrical source and to restroom/shelter, and surface restoration.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no later than September 18, 2023. The Contractor shall fully complete Stage 1 of the project by May 1, 2024 and fully complete the overall project on or before October 27, 2024. Full completion for the overall project shall be defined as all work including surface restoration and punch list items completed, and all improvements ready for final acceptance.

Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: August 7, 2023

2. Post Notice to Bidders and Notice of Public Hearing: August 9, 2023

3. Publish Notice to Bidders and Notice of Public of Hearing: August 18, 2023

4. Bid Opening (10:30 A.M., Public Services Building): August 29, 2023

5. Public Hearing and Contract Award: September 5, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as August 29, 2023 and setting the public hearing date as September 5, 2023 for the 2023 Rally Complex Park Development project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on August 9, 2023 and to be published in the Des Moines Register on August 18, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice
Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE 2023 RALLY COMPLEX PARK DEVELOPMENT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE 2023 RALLY COMPLEX PARK DEVELOPMENT, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 2023 Rally Complex Park Development; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the 2023 Rally Complex Park Development, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The 2023 Rally Complex Park Development project in the City of Ankeny includes the construction of a 12-court post-tension concrete pickleball facility, two softball fields, batting cages, and associated components, PCC sidewalks, parking lot, and turn lane improvements. Other associated improvements include water service, sanitary service, electrical utility service, irrigation, parking lot lighting installation, pickleball court lighting installation (ADD ALT), temp traffic control, pavement markings, erosion control, and landscaping. The project shall include installing lighting poles, footings, light fixtures, conduit, wiring, components, and associated improvements including the connection to an existing electrical source and to restroom/shelter, and surface restoration.

PROVIDED MATERIALS

Musco poles and light fixtures will be purchased by the City of Ankeny and shipped to the construction site prior to the start of installation. Provided materials include:

- (30) Factory aimed and assembled luminaries
- (10) Galvanized steel poles
- (10) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Romtec restroom and open shelter has been purchased by the City of Ankeny. Delivery and installation by others in Spring 2024.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to August 29, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on September 5, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public

hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on September 5, 2023.

PASSED AND APPROVED this 7th day of August, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

2023 RALLY COMPLEX PARK DEVELOPMENT

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), estimated cost for the **2023 Rally Complex Park Development** project at its meeting at **5:30 P.M. on the 5th day of September 2023,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **29th day of August, 2023,** at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 29th day of August, 2023,** in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 5th day of September, 2023,** in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than September 18, 2023,** and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in early September 2023.

Contract Documents

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from the City of Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars ($50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call 515-963-3576 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

2023 RALLY COMPLEX PARK DEVELOPMENT

The 2023 Rally Complex Park Development project in the City of Ankeny includes the construction of a 12-court post-tension concrete pickleball facility, two softball fields, batting cages, and associated components, PCC sidewalks, parking lot, and turn lane improvements. Other associated improvements include water service, sanitary service, electrical utility service, irrigation, parking lot lighting installation, pickleball court lighting installation (ADD ALT), temp traffic control, pavement markings, erosion control, and landscaping. The project shall include installing lighting poles, footings, light fixtures, conduit, wiring, components, and associated improvements including the connection to an existing electrical source and to restroom/shelter, and surface restoration.

PROVIDED MATERIALS
Musco poles and light fixtures will be purchased by the City of Ankeny and shipped to the construction site prior to the start of installation. Provided materials include:

- **(30) Factory aimed and assembled luminaries**
- **(10) Galvanized steel poles**
- **(10) Pre-cast concrete bases with integrated lightning grounding**
- **Pole length factory assembled harnesses**
- **Factory wired and tested remote electrical component enclosures**
- **UL listed assemblies**

Romtec restroom and open shelter has been purchased by the City of Ankeny. Delivery and installation by others in Spring 2024.

The work shall be performed at the following location: 725 SW Prairie Trail Parkway, Ankeny, Iowa.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the

terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

A. Overall Project Completion: Stage 1, Stage 2

The Contractor shall fully complete the overall project on or before Friday, October 27, 2024. The overall project includes Stage 1 through Stage 2. Full completion for the overall project shall be defined as all utility, grading, pavement, sidewalk, site amenities, site electrical and lighting, irrigation, landscaping and permanent seeding installed, the new turn lane and sidewalks fully open to traffic, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Seven Hundred Fifty Dollars ($750.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

B. Interim Project Completion: Stage 1

The Contractor shall fully complete the work in Stage 1 of the project on or before Wednesday, May 1, 2024. Full completion for Stage 1 shall be defined as all grading and utilities construction completed, with the site ready for restroom/shelter to be constructed. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Fifteen Hundred Dollars ($1,500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **7th day of August, 2023.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **9th day of August, 2023.**

Published in the Des Moines Register the **18th day of August, 2023.**

city of Ankeny
bringing it all together

Rally Sports Complex

W S N E

1 in = 800 ft

Date: 7/27/2023

DEPARTMENT OF PARKS AND RECREATION

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Municipal Utilities	Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt **RESOLUTION** 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.)

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution regarding the NW Elevated Water Tank project which involves ordering construction, setting a public hearing date on the Contract Documents (plans, specifications, form of contract), and estimated total cost; and setting a date for the filing of bids on the project.

The NW Elevated Water Tank project located at 3755 NW Irvinedale Drive, includes the construction of a 2.5-million-gallon elevated water storage tank and related improvements just north of the Caseys located at the intersection of NW 36th Street and NW Irvinedale Drive.

The improvements include the base bid of a 2.5-million-gallon (MG) composite elevated water storage tank or alternate bid of a 2.5 MG hydropillar elevated water storage tank, mobilization, demobilization, general conditions, bulk water station package equipment and installation, clearing and grubbing, erosion control, construction entrance, concrete washout, approximately 700 cubic yards (CY) of embankment work, 2700 CY of earthwork haul off, topsoil and finish grading, 1.3 acres of temporary and permanent seeding, concrete retaining wall, 1061 lineal feet of fencing and gate, 488 SY of 6" thick HMA driveway pavement, 1023 SY of 9" thick PCC driveway pavement, 787 SY of 7" PCC driveway pavement, 428 SY of 5" thick PCC trail pavement, 426 LF of 8" sanitary sewer and manholes, 271 LF of 15" storm sewer and structures, 345 LF of 24" water main, fittings, valves, hydrants, electrical service to elevated storage tank, pole mounted site lighting, SCADA equipment and miscellaneous associated work necessary to complete the project.

The project is being presented for bidding at this time. Pending project approval and award by the City Council, the contractor will be required to start the project no later than October 31, 2023 and will have until November 30, 2025 to complete the project. Council approval at this time will set the following schedule for the proceedings:

1. Set Date of Bid Opening and Public Hearing: August 7, 2023

2. Post Notice to Bidders and Notice of Public Hearing: August 23, 2023

3. Publish Notice to Bidders and Notice of Public of Hearing: September 1, 2023

4. Bid Opening (10:30 A.M., Public Services Building): September 12, 2023

5. Public Hearing and Contract Award: September 18, 2023
(Hold Public Hearing on the plans, specifications, form of contract, and estimated total cost; review bids, award contract, and approve contract and bonds.)

FISCAL IMPACT: **No**

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Adopt Resolution ordering construction and setting the bid opening date as September 12, 2023, and setting the public hearing date as September 18, 2023, for the NW Elevated Storage Tank project, in accordance with the Notice to Bidders and Notice of Public Hearing to be posted on the Iowa League of Cities and Master Builders of Iowa websites on August 23, 2023, and to be published in the Des Moines Register on September 1, 2023.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
Notice of Hearing
Project Location Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR," and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ORDERING CONSTRUCTION OF THE NW IRVINEDALE DRIVE - ELEVATED WATER STORAGE TANK, AND FIXING A DATE FOR HEARING THEREON AND TAKING OF BIDS THEREFOR

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the NW Irvinedale Drive - Elevated Water Storage Tank; and

WHEREAS, the City has caused to be prepared plans, specifications and form of contract, together with estimate of cost, which are now on file in the office of the City Clerk for public inspection, for the construction of the public improvements; and

WHEREAS, the plans, specifications and form of contract are deemed suitable for the making of the public improvements; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost may be adopted, and a contract for the construction of the public improvements is entered into, it is necessary, pursuant to Chapter 26, Code of Iowa, to hold a public hearing and to advertise for bids:

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

Section 1. That it is hereby determined that it is necessary and advisable to construct certain public improvements described in general as the NW Irvinedale Drive - Elevated Water Storage Tank, in the manner set forth in the plans and specifications and form of contract, above referred to, the cost thereof to be paid in accordance with the provisions as set out in the posted Notice to Bidders and published Notice of Public Hearing; the public improvements being more generally described as follows:

The NW Irvinedale Drive – Elevated Water Storage Tank project includes the construction of a 2.5-million-gallon elevated water storage tank and related improvements on a City-owned site near the intersection of NW Irvinedale Drive and NW 36th Street in the City of Ankeny.

The improvements include the base bid of a 2.5-million-gallon composite elevated water storage tank or alternate bid of a 2.5-million-gallon hydropillar elevated water storage tank, mobilization, demobilization, general conditions, bulk water station package equipment and installation, clearing and grubbing, erosion control, construction entrance, concrete washout, approximately 700 CY of on-site embankment earthwork, 2700 CY of excavation haul-off earthwork, topsoil and finished grading, 1.3 acres of temporary and permanent seeding and mulch, concrete retaining wall, 1061 LF of chain link fencing and gate, 488 SY of 6" thick HMA driveway pavement, 1023 SY of 9" thick PCC driveway pavement, 787 SY of 7" thick PCC driveway pavement, 428 SY of 5" thick PCC trail pavement, 426 LF of 8" sanitary sewer and manholes, 271 LF of 15" storm sewer and structures, 345 LF of 24" water main, fittings, valves, hydrants, electrical service to elevated storage tank, pole mounted area lights, SCADA equipment, and miscellaneous associated work necessary to complete the project.

Section 2. That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders approved as a part of the specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen clear days nor more than forty-five days prior to September 12, 2023, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 10:30 A.M., on such date.

The City Council hereby delegates to the City Manager or his designee the duty of receiving, opening and tabulating bids for construction of the Project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on September 18, 2023, at 5:30 P.M.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on September 18, 2023.

PASSED AND APPROVED this 7th day of August, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

NW IRVINEDALE DRIVE – ELEVATED WATER STORAGE TANK

CITY OF ANKENY, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement

Notice is hereby given that a public hearing will be held by the **City of Ankeny, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated cost for the **NW Irvinedale Drive – Elevated Water Storage Tank** project at its meeting at **5:30 P.M. on the 18th day of September, 2023,** in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023.

City of Ankeny City Council meetings are open for the public to attend in person. City Council meetings are also conducted virtually and interested persons may attend the meeting virtually by the following methods:

1. Join Meeting Electronically:
   https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFak9Pdz09
   Meeting ID: 973 1299 2966 Passcode: 1234
2. Join Meeting by Phone:
   Dial: +1 312 626 6799
   Meeting ID: 973 1299 2966 Passcode: 1234

Time and Place for Filing Sealed Proposals

Sealed proposals for the work comprising the improvement as stated below must be filed before **10:30 A.M.** according to the clock in the Ankeny Public Services Building, 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023 on the **12th day of September, 2023,** at the reception desk in said Ankeny Public Services Building. Proposals received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids tabulated at **10:30 A.M. on the 12th day of September, 2023,** in said Ankeny Public Services Building. Proposals will be considered by the City of Ankeny City Council at its meeting at **5:30 P.M. on the 18th day of September, 2023,** in said City Council Chambers. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no earlier than October 16th, 2023 and no later than October 31, 2023,** and shall be completed as stated below. The Notice to Proceed will be issued after the Contract is executed, which is expected to occur on October 16, 2023.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file at the Ankeny Public Services Building and may be examined at 1210 NW Prairie Ridge Drive, Ankeny, Iowa, 50023.

An electronic copy of the Contract Documents is available at www.ankenyiowa.gov/bid-documents for no cost. Project information, estimated total cost, and planholder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com.

Paper copies of the Contract Documents are available from HDR, 300 East Locust Street, Suite 210, Des Moines, Iowa 50309. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Fifty Dollars ($50.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a good usable condition. (2) They are returned within fourteen (14) calendar days after the award of the project. An individual must call Audrey Anderson at (515) 553-6071 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

NW IRVINEDALE DRIVE – ELEVATED WATER STORAGE TANK

The NW Irvinedale Drive – Elevated Water Storage Tank project includes the construction of a 2.5-million-gallon elevated water storage tank and related improvements on a City-owned site near the intersection of NW Irvinedale Drive and NW 36th Street in the City of Ankeny.

The improvements include the base bid of a 2.5-million-gallon composite elevated water storage tank or alternate bid of a 2.5-million-gallon hydropillar elevated water storage tank, mobilization, demobilization, general conditions, bulk water station package equipment and installation, clearing and grubbing, erosion control, construction entrance, concrete washout, approximately 700 CY of on-site embankment earthwork, 2700 CY of excavation haul-off earthwork, topsoil and finished grading, 1.3 acres of temporary and permanent seeding and mulch, concrete retaining wall, 1061 LF of chain link fencing and gate, 488 SY of 6" thick HMA driveway pavement, 1023 SY of 9" thick PCC driveway pavement, 787 SY of 7" thick PCC driveway pavement, 428 SY of 5" thick PCC trail pavement, 426 LF of 8" sanitary sewer and

manholes, 271 LF of 15" storm sewer and structures, 345 LF of 24" water main, fittings, valves, hydrants, electrical service to elevated storage tank, pole mounted area lights, SCADA equipment, and miscellaneous associated work necessary to complete the project.

Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Ankeny, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate Surety satisfactory to the City of Ankeny. The bid shall contain no condition except as provided in the specifications.

The City of Ankeny reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Ankeny and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Ankeny from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **two (2)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Ankeny, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Ankeny as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Ankeny will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall fully complete the overall project no later than **November 30, 2025**. 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 **One Thousand Dollars ($1,000.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Ankeny does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Ankeny, Iowa.

Dated at Ankeny, Iowa, this **7th day of August, 2023.**

_____

Mark E. Holm, Mayor

ATTEST:

_____

Michelle Yuska, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **23th day of August, 2023.**

Published in the Des Moines Register the **1st day of September, 2023.**

city of Ankeny
bringing it all together

NW Water Tower 2023

W S N E

1 in = 200 ft

Date: 10/4/2021

DEPARTMENT OF PUBLIC WORKS

DIVISION OF ENGINEERING

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Clerk	Ensure Economic Vitality

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve 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.

EXECUTIVE SUMMARY:

The voluntary urbanized annexation of DRA Properties NE was filed with the Polk County Recorder and the Secretary of State on June 15, 2023. In any case where a city has annexed territory since the last available federal census or special federal census, the Mayor and Council shall certify to the Treasurer of State the population of such annexed territory as determined by the last certified federal census of said territory.

Population was verified with Polk County Maps and a data.census.gov search with 2020: DEC Redistricting Data tables.(PL 94-171) (Block 3095 and 3104)

Block 3095: 9 people, 7 houses

Block 3104: 3 people, 1 house

Total population count of 12 people.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of certified population by the Mayor and City Council to the Treasurer of State.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Certification to Treasurer of State
Resolution
Map

city of Ankeny
bringing it all together

August 7, 2023

Treasurer of the State of Iowa
c/o RUT Accounting
1st Floor Lucas State Office Building
321 E. 12th Street
Des Moines, IA 50319

RE: City of Ankeny Annexation

Treasurer of the State of Iowa:

The City of Ankeny has completed the voluntary annexation that is described by the enclosed legal description and map.

The enclosed described property was Voluntarily Annexed by Resolution 2022-571, approved on December 19, 2022 by the Ankeny City Council after a public hearing held on that date.

Attached hereto for your records is a copy of the Resolution with attached property legal description and map of the parcels approved for annexation by the Council.

Also attached is an email from Laura Hutzell, City of Ankeny Associate Planner, verifying the area's 2020 census data with the Polk County General Map.

Per the Iowa Code section 312.3(4), please consider this letter as certification of the population of this area to be 12 (twelve) as of the 2020 Census.

Sincerely yours,

Mark Holm, Mayor

Enc:
Resolution 2022-571
Map of Annexed Area
Email - Laura Hutzell, City of Ankeny Associate Planner

DocuSign Envelope ID: C29C3A81-34F2-4F2C-AD86-568B2FB47BB5

Preparer Information: Laura Hutzell, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive Ankeny, IA 50023 Phone: 515-965-6445

RESOLUTION 2022-571

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

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

LEGAL DESCRIPTION:

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

AND

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

AND

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

AND

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

LAYMAN’S DESCRIPTION:

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

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

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

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

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

AND

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

LAYMAN'S DESCRIPTION:

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

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

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

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

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

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

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

DocuSigned by:
Mark E. Holm
4C9E47CBE956471...
Mark E. Holm, Mayor

ATTEST:

DocuSigned by:
Michelle Yuska
7E487FC03C484A9...
Michelle Yuska, City Clerk

N

1 inch = 500 feet

Date: 9/14/2022

DRA PROPERTIES NE ANNEXATION
AERIAL MAP

Ankeny
bringing it all together.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 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:
Economic Development	Ensure Economic Vitality

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the City of Ankeny to enter into a contract with the Iowa Economic Development Authority and SPAL-USA, Inc.

EXECUTIVE SUMMARY:

SPAL-USA, Inc. has secured State of Iowa sales, service and use tax refund, as well as investment tax credits and a forgivable loan, totaling $1.13 million from IEDA as part of their approx. $35 million investment in Ankeny. A contract between IEDA, SPAL-USA, Inc. and the City is required for SPAL-USA to receive this incentive. The City's only obligations as a party to this contract are to notify IEDA if we become aware of changes to SPAL-USA's expansion plans and to provide SPAL-USA the incentives outlined in the City's development agreement with SPAL-USA. The full contract is available for review in the City Clerk's office.

FISCAL IMPACT: **Yes**

This project is growing the tax base in Ankeny; therefore, a local match is required for SPAL-USA to receive incentives from IEDA. Through the previously approved development agreement between the City and SPAL-USA, the City has committed to providing SPAL-USA with TIF rebates valued at up to $1.2

million over the five year term of the development agreement.

CITY MANAGER'S RECOMMENDATIONS:

To approve the resolution to enter into a contract with SPAL-USA, Inc. and the Iowa Economic Development Authority.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The City Council approved SPAL-USA's application for financial assistance through IEDA's High Quality Jobs Program and approved a development agreement with SPAL-USA at its May 1, 2023 meeting.

PUBLIC OUTREACH EFFORTS:

A public hearing on the development agreement was held May 1, 2023.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
SPAL HQJ Contract Reso

RESOLUTION NO. 2023-XXX

A RESOLUTION AUTHORIZING THE CITY OF ANKENY TO ENTER INTO A CONTRACT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND SPAL-USA, INC.

WHEREAS, the City Council of the City of Ankeny, Iowa, recognizes that the State of Iowa's High Quality Jobs Program will promote job creation through the investment made by SPAL-USA, Inc.; and

WHEREAS, SPAL-USA Inc.'s approximately 210,000 square foot office, manufacturing and warehouse facility will provide capital investment and job creation within the City of Ankeny and the State of Iowa; and

WHEREAS, the City Council has approved Resolution 2023-205 endorsing the High Quality Jobs Program application by SPAL-USA, Inc. and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby approves the Economic Development Assistance Contract between SPAL-USA, Inc., the City of Ankeny, and the Iowa Economic Development Authority, authorizes the Mayor to execute said contract and authorizes the City staff to do all things necessary to carry out the terms of the Contract.

Passed and approved this 7th day of August, 2023.

_____
Mark E. Holm, Mayor

ATTEST: _____
Michelle Yuska, City Clerk

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Deliver Exceptional Service

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving release of fire escrow at 803 NW 32nd Street.

EXECUTIVE SUMMARY:

On May 23, 2023, State Farm Fire and Casualty Company, sent the City of Ankeny notice of holding a demolition cost reserve for the purpose of reimbursing the City of Ankeny for costs incurred in the removal of a fire-damaged structure located at 803 NW 32nd Street and owned by their insured.

The structure has been demolished by the titleholder and is in compliance with all applicable codes. The City Council is required to give notice to the insurance company of the compliance of the property with all applicable codes and to direct release of the demolition cost reserve.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Recommend approving release of fire escrow at 803 NW 32nd Street.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Resolution
State Farm Correspondence

RESOLUTION

A RESOLUTION APPROVING RELEASE OF FIRE ESCROW AT 803 NW 32ND STREET

WHEREAS, on May 23, 2023, State Farm Fire and Casualty Company, sent the City of Ankeny notice of holding a demolition cost reserve for the purpose of reimbursing the City of Ankeny for costs incurred in the removal of a fire-damaged structure located at 803 NW 32nd Street and owned by their insured under claim number 15-47Z2-32B; and

WHEREAS, the structure has been demolished by the titleholder and is in compliance with all applicable codes; and

WHEREAS, by law, the City Council is required to give notice to the insurance company of the compliance of the property with all applicable codes and to direct release of the demolition cost reserve.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the demolition cost reserve held by State Farm Fire and Casualty Company under claim number 15-47Z2-32B for purposes of demolition of a fire-damaged structure located at 803 NW 32nd Street, be released.

BE IT FURTHER RESOLVED that the City Clerk shall give notice of this release of funds by mailing a copy to State Farm Fire and Casualty Company; Attention: Matt Carlson, Claim Specialist; PO Box 106169; Atlanta, GA 30348-6169; or by faxing a copy of this resolution to his attention at (844) 236-3646.

Passed and approved the 7th day of August, 2023.

_____

Mark E. Holm, Mayor

Attest:

_____

Michelle Yuska, City Clerk

May 23, 2023

ANKENY CITY COUNCIL
MR. MARK HOLM, MAYOR
410 W. FIRST ST
ANKENY, IA 50023

State Farm Insurance Companies
Fire Claims
PO BOX 106169
Atlanta, GA 30348-6169
Fax 844 236 3646

06FCB33L Reserve For Demolition

(Revised 6/2010)

RE: Claim Number: 15-47Z2-32B
Insured: Paul Wold
Date of Loss: April 8, 2023

Dear Mr. Holm and Council:

803 NW 32nd St. sustained fire damage on the above-referenced date of loss. We have received a proof of loss for a sum exceeding 75% of the value of the policy. Iowa law requires fire and casualty companies to hold a demolition cost reserve under such circumstances. In general, insurers must reserve $10,000.00 or 10% of the payment, whichever is greater, to cover demolition costs under the circumstances if:

A. The property without repairs is uninhabitable or unfit for its purpose.

B. The property owner has submitted a proof of loss for a sum exceeding 75% of the face value of the policy.

Therefore, to be in compliance with Iowa Statute HB-499 Section 515.510, I am notifying you that a reserve for demolition costs has been withheld.

It is my understanding that the City shall release all interest in the demolition cost reserve within 180 days after receiving notice of the existence of the demolition cost reserve unless the City has instituted legal proceedings for the demolition of said building and has notified the insured in writing of the institution of such legal proceedings. Failure of the City to notify the insured of such legal proceedings shall terminate the City's claim to any proceeds from the reserve.

A reserve for demolition cost shall no longer be required if:

A. The insurer has received notice from the insured and the City Council that the insured has commenced repairs to the properties or has commenced demolition of the property.

B. The City has failed to notify the insurer as provided above.

If the City is required to demolish the damaged property at City expense after instituting legal proceedings, emergency actions, or obtaining waivers for the demolition of the building or other insured structure, the City shall present to the insurer the actual costs of the demolition of the property, including engineering, legal and other demolition project costs, and the insurers shall compensate the City for the actual cost of the demolition project up to the amount in a demolition cost reserve. Any amount left from the demolition cost reserve after the cost of demolition of the property is paid to the City, shall be to the insured if the insured is entitled to the remaining proceeds under the policy. The insurer is not liable for any amount in excess of the limits of the liability set out by the policy.

This letter is notice of our compliance with Iowa law. Please call if you have any questions.

Sincerely,

Matt Carlson
Claim Specialist
309-994-5669
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com
For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at 309-994-5669 to discuss sensitive information.

State Farm Fire and Casualty Company

Take advantage of our self-service options
Go to statefarm.com® to easily review claim status, update communication and claim payment preferences, and many other insurance services.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 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-67.

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-67.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 3rd Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

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.

EXECUTIVE SUMMARY:

Pending approval of the proposed Ordinance, it is recommended that Section 63.05 be revised to establish two (2) School Zone speed limits of fifteen miles per hour (15 mph) where crossing guards are planned at school crossing crosswalks on collector streets during school arrival and dismissal periods: one on SW Prairie Trail Parkway at Heritage Elementary School, and one on NW Weigel Drive at St. Luke Catholic School.

Pending approval of the proposed Ordinance, it is recommended that Section 63.05 be revised to establish the speed limit on East 1st Street as thirty-five (35) miles per hour between Ankeny Boulevard and a point 550 feet east of NE/ SE Frisk Drive, and forty-five (45) miles per hour between that point and the east corporate limits. Polk County Public Works has concurred with reduction in speed limit in this section of the joint-jurisdictional road.

Pending approval of the proposed Ordinance, it is recommended that Section 63.05 be revised to establish the speed limit on NE Four Mile Drive from E 1st Street to NE 18th Street as thirty-five miles per hour, and the speed limit on NE Spectrum Drive as thirty (30) miles per hour, rather than the statutory default speed limit of fifty-five (55) miles per hour.

FISCAL IMPACT: **No**

Installation of flashing beacons to control school zone speed limits is part of the capital improvement project Elementary School Walkability Improvements in 2023. Other signage changes will be completed by City Staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept third consideration of Ordinance 2147 to amend Chapter 63 Speed Regulations of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept third consideration of ORDINANCE 2147, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Ordinance

ORDINANCE xxxx

AN ORDINANCE AMENDING CHAPTER 63, SPEED 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 63 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: Section modified. Section 63.05, Special Speed Zones of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted as follows:

5. East 1st Street. The maximum lawful speeds on East 1st Street are as follows:
   A. Thirty-five (35) miles per hour from Ankeny Boulevard to 550 feet east of SE/ NE Frisk Drive;
   B. Forty-five (45) miles per hour from 550 feet east of SE/ NE Frisk Drive to the east corporate limits.

24. Weigel Drive. The maximum lawful speeds on Weigel Drive are as follows:
   A. Thirty-five (35) miles per hour from the south corporate limits to the north corporate limits;
   B. Fifteen (15) miles per hour in the school zone adjacent to St. Luke Catholic School as designated by the flashing warning signs.

35. Southwest Prairie Trail Parkway. The maximum lawful speeds on Southwest Prairie Trail Parkway are as follows:
   A. Twenty-five (25) miles per hour from Southwest Irvinedale Drive to South Ankeny Boulevard;
   B. Fifteen (15) miles per hour in the school zone adjacent to Heritage Elementary School as designated by the flashing warning signs.

36. Northeast Four Mile Drive. The maximum lawful speed on Northeast Four Mile Drive from East 1st Street to Northeast 18th Street is thirty-five (35) miles per hour.

37. Northeast Spectrum Drive. The maximum lawful speed limit on Northeast Spectrum Drive is thirty (30) miles per hour.

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

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this _____ day of _____ 2023.

_____
Mark E. Holm, Mayor

ATTEST:

_____
Michelle Yuska, City Clerk

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

1st Con 7/03/23
2nd Con _____
3rd Con _____

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 1st 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 first 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 first 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 Ordnance 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 _____

Existing list of allowed angle parking locations in Uptown in current City Code

New angle parking with Uptown Parking Improvements; not in current City Code

Existing angle parking not listed in current City Code

Existing angle parking not listed in current City Code

Existing angle parking not listed in current City Code

Chapter 69.04 Angle Parking

Map is for Locational Purposes Only.

city of Ankeny
bringing it all together

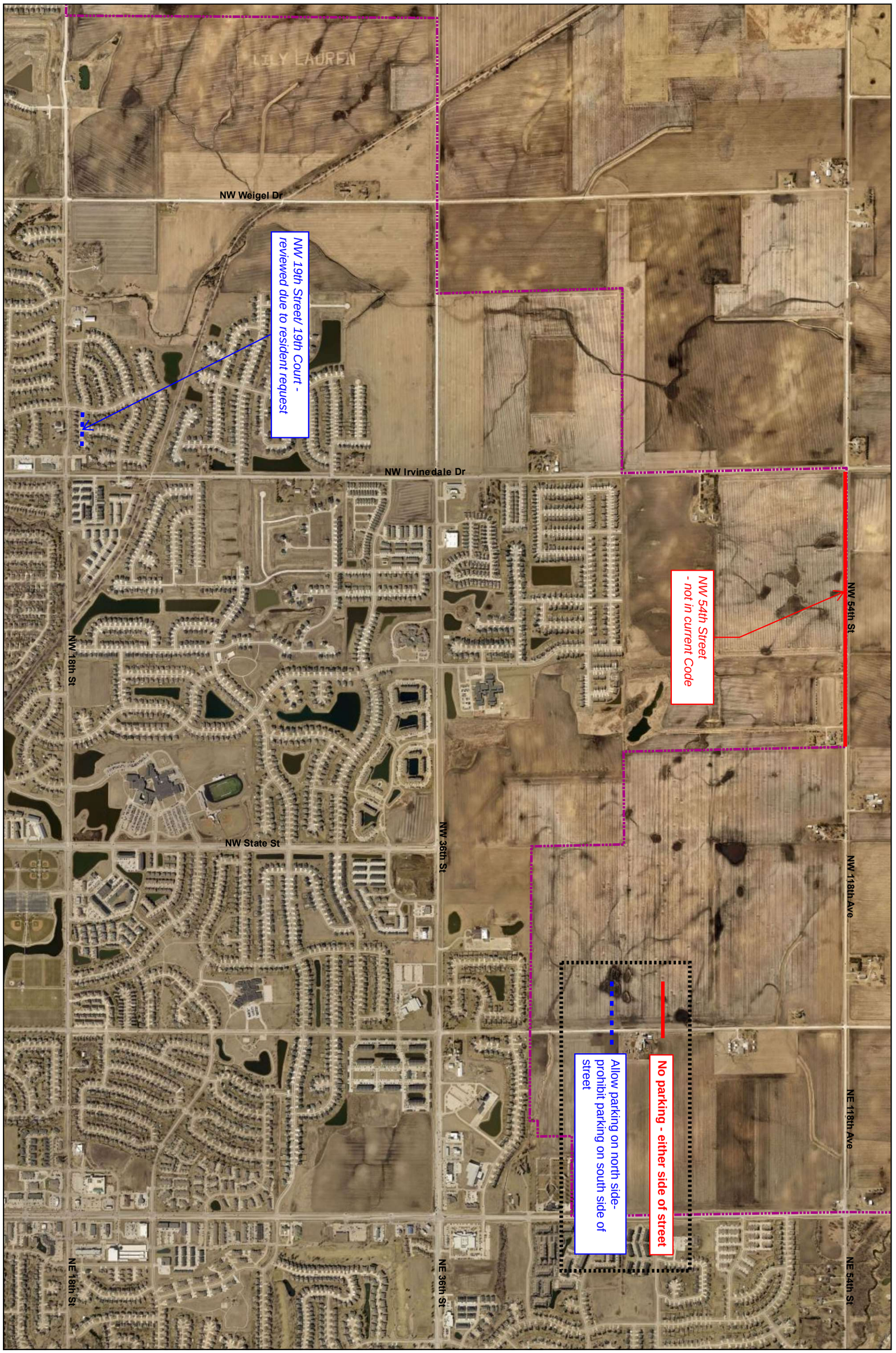
N
W E
S

1 in = 1,000 ft

Date: 7/17/2023

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION



city of Ankeny
bringing it all together

Chapter 69: Updates in NW Quadrant

Map is for Locational Purposes Only.

W S N E

1 in = 1,250 ft

Date: 7/19/2023

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

1 in = 150 ft
Date: 7/19/2023

N
W E
S

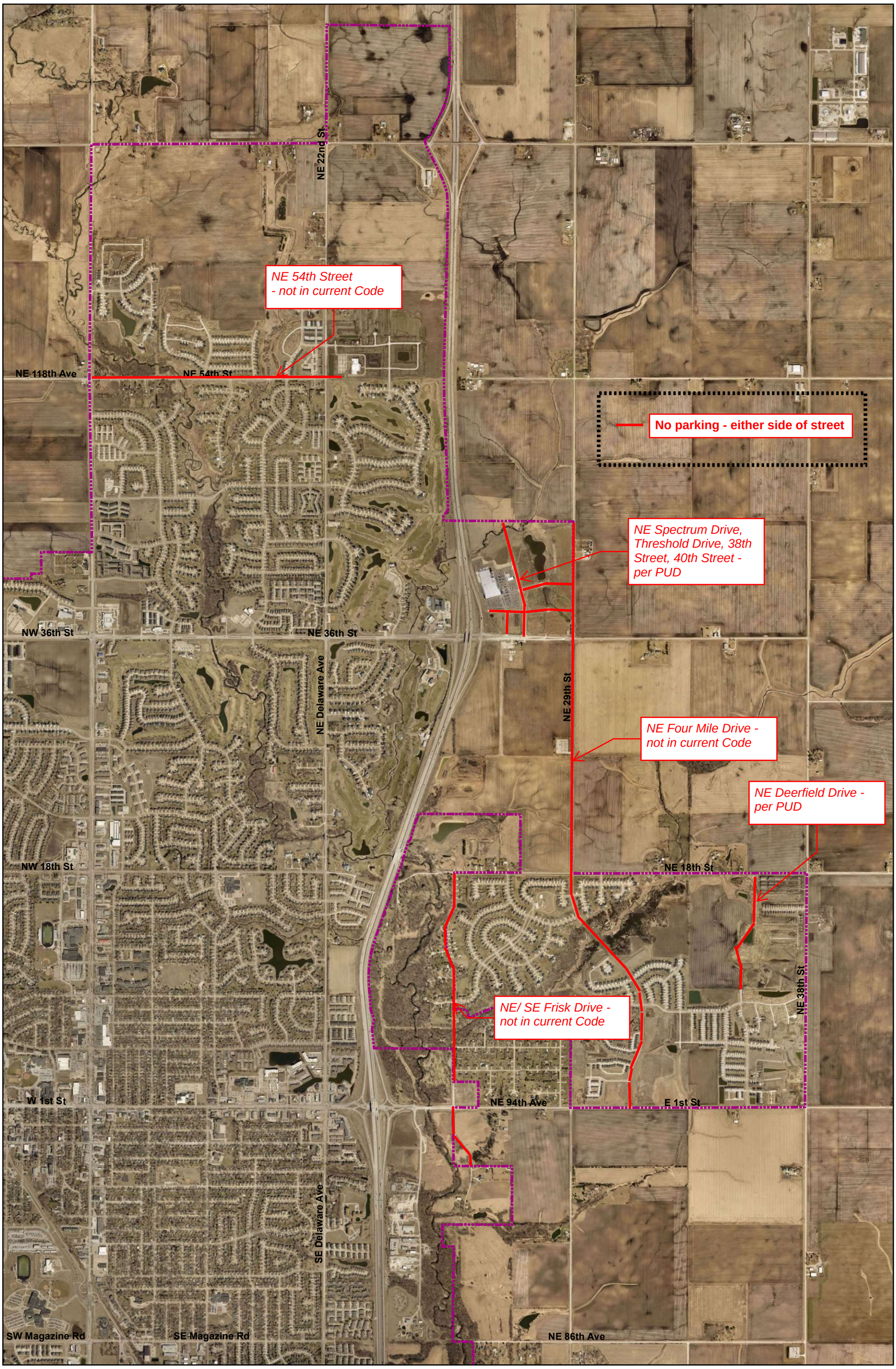
Chapter 69: Updates in NW Quadrant
Map is for Locational Purposes Only.

city of Ankeny
bringing it all together

NW 19th Street/ 19th Court - reviewed due to resident request

Allow parking on north side- prohibit parking on south side of street

NW Trestle Point Dr
NW Woodland Dr
NW Woodland Ct
NW Woodbury Dr
NW Penny Ln
NW Northwood Ln
NW Lois Ln
NW 20th Ln
NW 20th St
NW Irvinedale Dr
NW 19th Ct
NW 19th St
NW Boulder Ridge Ln
NW 18th St
NW 19th Ln
NW Countrywood Ln
NW Cedarwood Ln
NW Linwood Ln
NW 17th Ct
NW Ridge Rd
NW 16th Ct
NW North Creek Dr
NW Northwood Dr
Unknown St
North Creek Park



city of Ankeny
bringing it all together

Chapter 69: Updates in NE Quadrant

Map is for Locational Purposes Only.

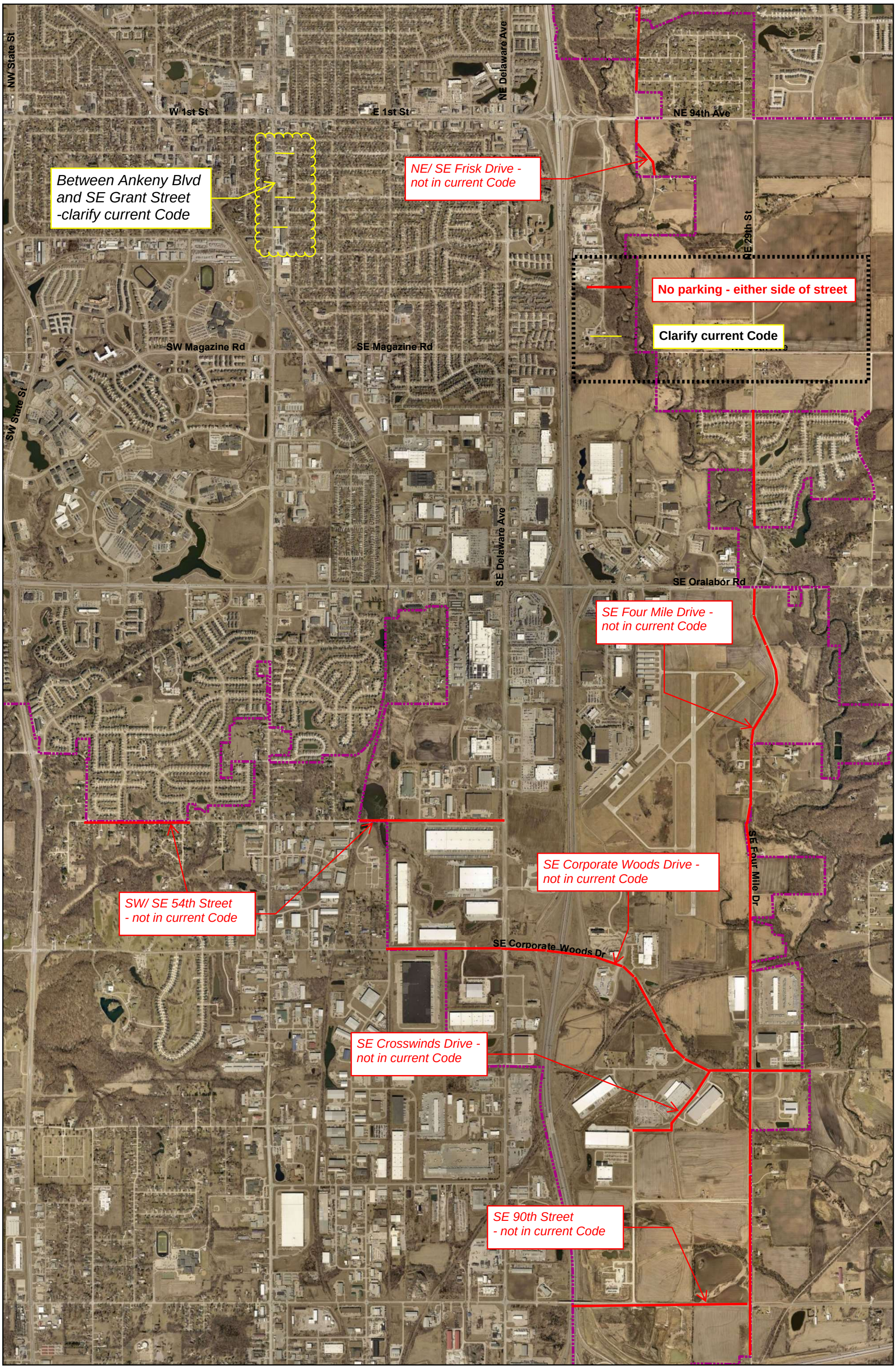
N
W E
S

1 in = 2,000 ft

Date: 7/17/2023

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION



city of Ankeny
bringing it all together

Chapter 69: Updates in SE Quadrant

Map is for Locational Purposes Only.

N W E S

1 in = 2,000 ft

Date: 7/19/2023

PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

W 1st St

E 1st St

SW Weigel Dr

SW State St

SW Irvinedale Dr

SW Vintage Pkwy

SW Magazine Rd

SE Magazine Rd

SW State Street
- marked spaces are not in current Code

SW 3rd Street
-clarify current Code

No parking - either side of street

No parking - either side of street except in marked spaces

Clarify current Code

Allow parking on north side- prohibit parking on south side of street

SW Vintage Parkway
- not in current Code

SW Cherry Street
-not in current Code

SW Magazine Road
-not in current Code

SW Prairie Trail Parkway - not in current Code

SW Des Moines Street
-not in current Code

SW Woodbury Lane/ Prairie Trail Parkway
-safety at signalized intersection

SW College Avenue
-safety at future signalized intersection

SW Oralabor Frontage Road
-safety for trail

SW White Birch Drive
-safety at signalized intersection

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

1 in = 1,250 ft

Date: 7/19/2023

N
W E
S

Chapter 69: Updates in SW Quadrant

Map is for Locational Purposes Only.

city of Ankeny
bringing it all together

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
Public Works	Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Vintage Business Park North Lake & Saylor Creek Repairs

Professional Services Agreement with Nilles Associates, Inc.

EXECUTIVE SUMMARY:

The action before the City Council is the approval of a Professional Services Agreement with Nilles Associates, Inc., for the design engineering services needed for the Vintage Business Park North Lake & Saylor Creek Repairs project.

The scope of the project includes repairs to areas that have experienced sedimentation and erosion, maintenance and repairs to existing storm sewer and water quality infrastructure, and improvements to reduce street flooding.

The design of this project needs to be undertaken at this time so that the project schedule can be

maintained. The Public Works Department proposes to use Nilles Associates, Inc. to complete the necessary design engineering services for this project. The scope of the design engineering services and corresponding fees are shown in the attached Professional Services Agreement. The total fee for the design engineering services is $94,900.00.

It is anticipated that this project will be bid in December 2023 for construction in 2024. It is recommended that the City Council approve the Professional Services Agreement with Nilles Associates, Inc.

FISCAL IMPACT: **No**

This project is included in the Annual Storm Water Replacement Program of the City's 2023-2027 Capital Improvement Program with design in 2023 and construction in 2024.

CITY MANAGER'S RECOMMENDATIONS:

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.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve the Professional Services Agreement with Nilles Associates, Inc. for 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.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Professional Services Agreement
Location Map

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **August 7, 2023** ("Effective Date") between

CITY OF ANKENY, IOWA ("Owner") and

NILLES ASSOCIATES, INC. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
VINTAGE BUSINESS PARK NORTH LAKE AND SAYLOR CREEK REPAIRS

("Project").

Other terms used in this Agreement are defined in Article 7.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. **[NOT USED]**

B. **[NOT USED]**

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

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5.02 **[NOT USED]**

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

a. changes after the Effective Date to Laws and Regulations;

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b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. **[NOT USED]**

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

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6.02 **[NOT USED]**

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

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systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. **[NOT USED]**

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

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6.06 **[NOT USED]**

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations.

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and

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expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of ten years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material

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of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as part of A1.06 Post-Construction Phase services and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D with the future Construction Amendment.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, **[NOT USED]**

E. Exhibit E, **[NOT USED]**

F. Exhibit F, **[NOT USED]**

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, **[NOT USED]**

J. Exhibit J, **[NOT USED]**

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: CITY OF ANKENY	Engineer: NILLES ASSOCIATES, INC.
By:	By:
Print name: Mark E. Holm	Print name: John P. Nilles
Title: Mayor	Title: President
Date Signed:	Date Signed: Aug. 07, 2023
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
1210 NW Prairie Ridge Dr.	1933 SW Magazine Road
Ankeny, IA 50023	Ankeny, IA 50023
Designated Representative (Paragraph 8.03.A):	Designated Representative (Paragraph 8.03.A):
Becky Ford, PE, CFM	Jake Nilles, PE, CPESC
Title: Stormwater & Environmental Manager	Title: Project Manager
Phone Number: 515-963-3526	Phone Number: 515-360-3070
E-Mail Address: BFord@Ankenylowa.gov	E-Mail Address: jaken@nillesinc.com

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This is **EXHIBIT A**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Concept Phase* **[NOT USED]**

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria and preliminary drawings. Refer to Exhibit A-1 for Project Map.

2. **[NOT USED]**

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Perform design locate request via Iowa One Call and include field locates in topographic mapping.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. **[NOT USED]**

7. Prepare an opinion of probable Construction Cost.

8. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

   a. Preliminary plans showing proposed storm sewer layout, removals, and proposed grading.

   b. One Preliminary Design Review Meeting.

   c. Memo stating design assumptions, standards, calc's for new/modified storm sewers, intakes, and water quality treatment systems.

9. Furnish copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner for review.

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10. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate.

B. **[NOT USED]**

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. **[NOT USED]**

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. **[NOT USED]**

6. **[NOT USED]**

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner. City of Ankeny standard front-end documents, SUDAS Supplemental Specifications, and stormwater pollution prevention plan (SWPPP) template will be used for part of the specifications.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables:

a. Final design plans to include the following:

1) Demolition/removals plan.
2) Details and Quantities.
3) Survey Control (i.e. reference ties and benchmarks)
4) Temporary Traffic Control and Staging Plan.
5) Grading Plan
6) Erosion Control Plan/SWPPP.
7) Storm Sewer Plan and Profile sheets.

b. Prepare an initial SWPPP, using the City of Ankeny's standard SWPPP template, for erosion and sediment control related to construction activities, in compliance with the State of Iowa NPDES program. During construction phase, Owner shall be responsible for maintaining SWPPP to reflect current site conditions and to keep

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documentation as required by law. Engineer is responsible for publishing notice to Des Moines Register, preparing NPDES permit and paying application fee.

c. Memo stating design assumptions, standards, calc's for new/modified storm sewers, intakes, and water quality treatment systems.

d. Apply for any flood plain permits necessary with Iowa Department of Natural Resources and the City.

10. Furnish for review by Owner a copy of the Construction Contract Documents.

11. Revise the final Construction Contract Documents in accordance with comments and instructions from the Owner, as appropriate.

B. **[NOT USED]**

C. **[NOT USED]**

D. **[NOT USED]**

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents. Quest CDN will be used for bid document distribution.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. **[NOT USED]**

6. **[NOT USED]**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts and bonds for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

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8. **[NOT USED]**

9. **[NOT USED]**

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

A1.05 *Construction Phase* **[NOT USED]**

A1.06 *Post-Construction Phase* **[NOT USED]**

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

2. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

3. Furnishing services of Consultants for other than Basic Services.

4. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

5. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

6. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

A2.02 *Additional Services Not Requiring Owner's Written Authorization* **[NOT USED]**

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PART 3 – PROJECT SCHEDULE

a.	08/25/2023	Submit Preliminary Plans
b.	09/15/2023	Owner review comments to Engineer
c.	09/29/2023	Submit second set of preliminary plans and preliminary set of front ends to owner.
d.	10/13/2023	Owner review comments to Engineer.
e.	11/10/2023	Submit Final & Front Ends to Owner
f.	11/22/2023	Place Plans & Front Ends on QuestCDN
g.	12/12/2023	Bid Opening
h.	12/18/2023	Award Contract

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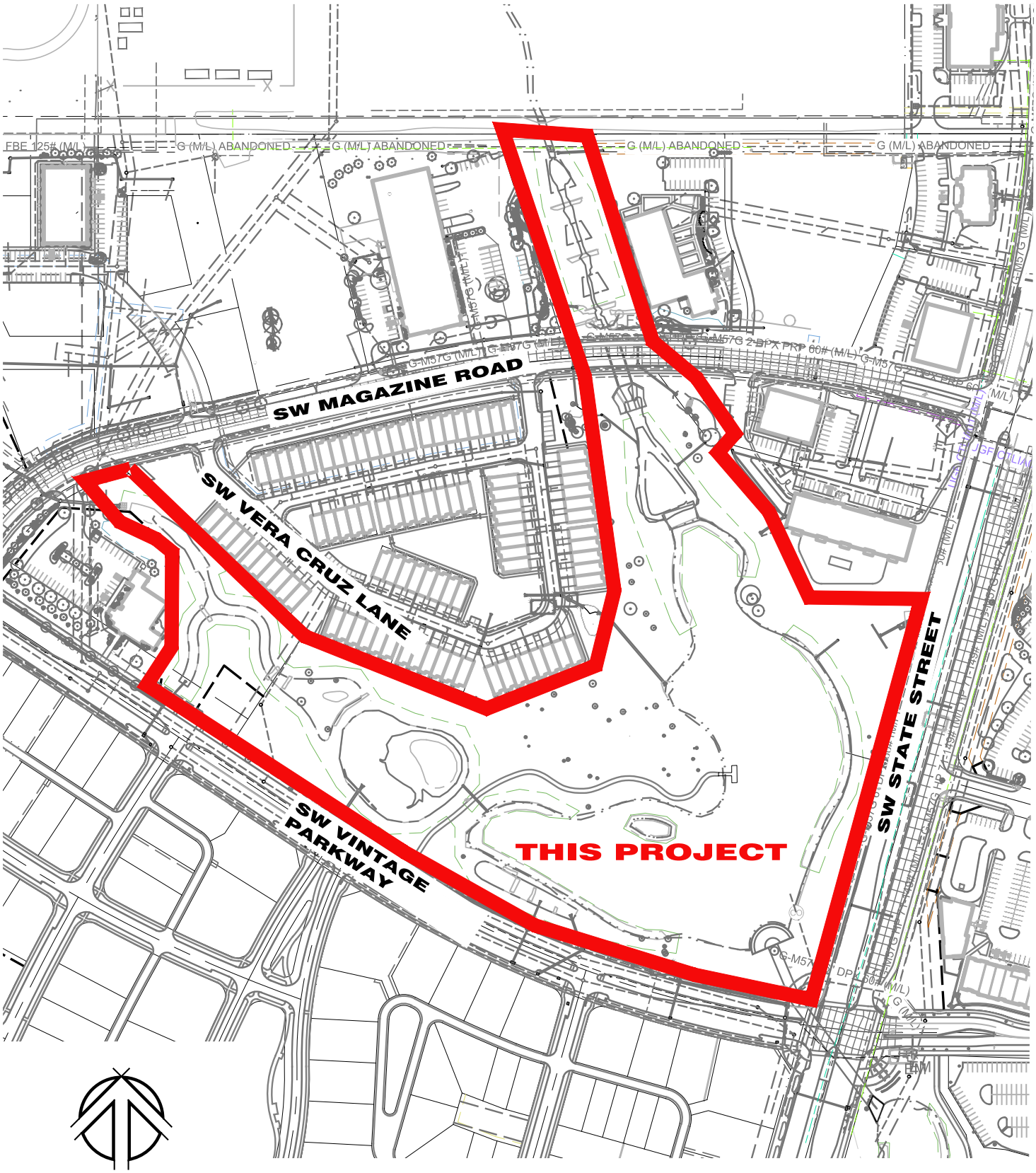
EXHIBIT A-1

VINTAGE BUSINESS PARK NORTH LAKE & SAYLOR CREEK REPAIRS



NILLES ASSOCIATES

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

D. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.

2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.

3. Engineer's Standard Hourly Rates are attached to this Exhibit C as Appendix 2.

4. The total compensation for services under Paragraph C2.01 is estimated to be $94,900 based on the following estimated distribution of compensation:

a.	Concept Phase	**[NOT USED]**
b.	Preliminary Design Phase	$53,000
c.	Final Design Phase	$35,400
d.	Bidding or Negotiating Phase	$6,500
e.	Construction Phase	**[NOT USED]**
f.	Post-Construction Phase	**[NOT USED]**

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.

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7. **[NOT USED]**

8. **[NOT USED]**

C2.02 *Compensation For Reimbursable Expenses*

A. Owner shall pay Engineer for all Reimbursable Expenses.

B. Reimbursable Expenses include the following: permit application fees, costs for Quest CDN, and reproduction costs for Contract Documents.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project.

C2.03 **[NOT USED]**

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Engineer VII	**$188.00/hr**
Engineer VI	**$171.00/hr**
Engineer V	**$154.00/hr**
Engineer IV	**$137.00/hr**
Engineer III	**$112.00/hr**
Engineer II	**$93.00/hr**
Engineer I	**$75.00/hr**
Landscape Architect V	**$162.50/hr**
Landscape Architect IV	**$145.50/hr**
Landscape Architect III	**$128.50/hr**
Landscape Architect II	**$112.00/hr**
Landscape Architect I	**$93.00/hr**
Land Surveyor VI	**$131.00/hr**
Land Surveyor V	**$117.50/hr**
Land Surveyor IV	**$105.50/hr**
Land Surveyor III	**$92.50/hr**
Land Surveyor II	**$80.00/hr**
Land Surveyor I	**$67.50/hr**
Technician VI	**$131.00/hr**
Technician V	**$117.50/hr**
Technician IV	**$105.50/hr**
Technician III	**$92.50/hr**
Technician II	**$80.00/hr**
Technician I	**$67.50/hr**
Administrative	**$68.50/hr**

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Exhibit G

City of Ankeny Insurance Requirements for Professional Services

1. Nilles Associates, Inc. shall furnish a signed Certificate of Insurance to the City of Ankeny, Iowa for the coverage required in Exhibit A prior to commencing work and at the end of the project if the term of work is longer than 60 days. Providers presenting annual certificate shall present a Certificate at the end of each project with the final billing. Each Certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent. Each Certificate shall include a statement under Description of Operations as to why issued. Eg: Project # _____ or Lease of premises at _____ or construction of _____.

2. All policies of insurance required hereunder shall be with a carrier authorized to do business in Iowa and all carriers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each Certificate shall be furnished to the contracting department of the City of Ankeny.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Ankeny. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Subcontractors and sub subcontractor performing work or service shall provide a Certificate of Insurance in accord with Exhibit G - A.

6. All required endorsements to various policies shall be attached to Certificate of Insurance.

7. Whenever a specific ISO form is listed, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. Provider shall be required to carry the minimum coverage / limits, or greater if required by law or other legal agreement, in Exhibit G - A.

9. Whenever an ISO form is referenced the current edition of the form must be used.

10. By requiring such insurance, the City of Ankeny shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor its agents, representatives, employees, or sub-consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

11. The City of Ankeny in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Exhibit G - A

A) COMMERCIAL GENERAL LIABILITY

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

a) Coverage shall be written on an occurrence, not claims made, form. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 0002, shall be clearly identified.
b) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project (s) General Aggregate Limit" as appropriate.
c) Include endorsement indicating that coverage is primary and non-contributory.
d) Include endorsement to preserve Governmental Immunity. (Sample attached).
e) Include an endorsement that deletes any fellow employee exclusion.
f) Include additional insured endorsement for:

The City of Ankeny, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2026.

B) AUTOMOBILE LIABILITY

$ 1,000,000 (Combined Single Limit)

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

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

Coverage A	Statutory – State of Iowa
Coverage B	Employers Liability

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

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

D) UMBRELLA LIABILITY

$ 2,000,000

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

E) **PROFESSIONAL LIABILITY** $ 2,000,000

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

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

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

- Policy shall contain a waiver of subrogation against the City of Ankeny.

F) **CONTRACTOR'S ENVIRONMENTAL LIABILITY** $ 2,000,000

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

Preservation of Governmental Immunities Endorsement

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Ankeny, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Ankeny, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Governmental Immunity. The City of Ankeny, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Ankeny, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Ankeny, Iowa.

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

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 7, 2023.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data:

Effective Date of Owner-Engineer Agreement:
Owner:
Engineer:
Project:

Nature of Amendment:

Description of Modifications:

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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city of Ankeny
bringing it all together

Vintage Business Park North Lake & Saylor Creek Repairs
Map is for Locational Purposes Only.

W E S N

1 in = 300 ft
Date: 7/24/2023

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

ANKENY CITY COUNCIL

City Council Agenda

August 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:	COUNCIL GOAL:
City Manager	Provide Regional Leadership

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Proposed Polk County Community Development Block Grant program through the U.S. Department of Housing and Urban Development.

EXECUTIVE SUMMARY:

Polk County is in the process of attempting to qualify for designation as an Urban County under the federal government's Community Development Block Grant (CDBG) program through the U.S. Department of Housing and Urban Development (HUD). Most activities funded by CDBG dollars are designed to benefit low- and moderate-income persons, which is one of the three national objectives of the program. The other two are preventing or eliminating slum or blight and meeting urgent needs. The designation, if granted, would apply for fiscal years 2023-2025. The designation would provide substantial funding to Polk County, in the range of up to $1 million annually, for use on eligible projects. Polk County is considering using first-year funding to launch a sobering center for those seeking support and treatment of alcoholism and related services. In subsequent years, county staff indicated it would likely run more traditional CDBG programming, but those details would be worked out as part of the county's multi-year consolidated plan, the development of which participating communities would have input. Unfortunately, the federal deadline for cities to decide if they want to opt out is August 9, leaving very little to discuss the program.

Advantages of participating in the County's program: Polk County would pool resources to run a countywide program and would administer the program, relieving Ankeny from any administrative responsibilities (compared to if we chose to run a program). Over time, some of those dollars could be invested in Ankeny.

Disadvantages of participating in the County's program: Ankeny would not be eligible for either its own Entitlement funding as long as it participated in the countywide program nor would it be eligible to apply for funding through the State of Iowa's competitive CDBG program (federal dollars administered by the Iowa Economic Development Authority). The State offers several different programs but Ankeny has not historically found a policy fit for those funds but that could be revisited.

Options available to the Council: 1). Status quo; opt out of Polk County's program. 2). Participate in Polk County's program. 3). Discuss with IEDA staff the possibility of expanding its Housing Rehabilitation program to include more traditional housing rehab projects, similar to the program the City of Ankeny already participates in, the Metro Home Improvement program, where qualified residents can apply for housing repairs such as siding, roofs, windows, electrical, and plumbing. 4). Reconsider (in the future) pursuing CDBG Entitlement program, where City staff would run programs locally and receive funding directly from HUD. Options 3 and 4 could be vetted more in the future and don't require a decision now. The decision for today is whether or not to participate in Polk County's program.

It is important to note that a decision to opt out of year 1 provides the flexibility to reconsider at a future date pursuant to HUD regulations. Just like the Council's decision in 2014 to opt out of CDBG-Entitlement funding, a decision to opt out of Polk County's program can be revisited next year and possibly later. That would provide a year for the county to get its program up and running, fine-tuning what programs it is considering pursuing in future years (which would come after the development of a Consolidated Plan, with considerable community-wide input but with programs required to meet one of HUD's aforementioned three objectives) and understand better how an intergovernmental agreement would work, what input local communities would have on programming in their jurisdictions, etc.

FISCAL IMPACT: **Yes**

While it is unlikely participation would have a direct revenue or cost impact, participation could, over time, provide additional services within Ankeny with funding from federal sources.

CITY MANAGER'S RECOMMENDATIONS:

Consider a motion to be Included or Excluded in Polk County's Community Development Block Grant (CDBG) program through the U.S. Department of Housing and Urban Development (HUD). It is important to note that the deadline to notify Polk County and HUD of a decision to be excluded is August 9, 2023. The City Manager believes, when considering previous Council actions, the extremely tight decision timeline, lack of recent discussion and multiple alternatives available to the City regarding utilizing CDBG funds makes it difficult to opt in at this time.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

In 2014, following eligibility due to previously achieving the status of a population of at least 50,000 residents, the Ankeny City Council voted to opt out of the CDBG Entitlement program.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to either be Included or Excluded in Polk County’s Community Development Block Grant program through the U.S. Department of Housing and Urban Development.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
Polk County BOS Correspondence
Polk CDBG Regulations

COUNTY OF POLK
Board of Supervisors
111 Court Ave, Suite 300
Des Moines, Iowa 50309-2214
Ph. 515.286.3120
Fax. 515.323.5225
www.polkcountyiowa.gov

July 27, 2023

City of Ankeny
City Manager David Jones
410 West First Street
Ankeny, IA 50023

RE: Polk County Urban County designation for participation in the Community Development Block Grant Program for 2023-2025

Dear Mr. Jones:

Polk County is in the process of qualifying for designation as an Urban County to reinstate the Community Development Block Grant (CDBG) program through the U.S. Department of Housing and Urban Development (HUD). This designation applies to the Fiscal Years 2023-2025. As the overall population exceeds 200,000 persons, Polk County meets the qualifying threshold to obtain Urban County entitlement status and receive CDBG funds.

We encourage the city of Ankeny to participate in the CDBG program for the benefit of low- and moderate-income residents. If the City is interested in participating as a unit of general local government, Polk County will provide a draft intergovernmental agreement (IGA) for review and execution by the City's elected official. The agreement will allow the County to fund eligible projects within the jurisdictional limits and residents will be eligible to receive assistance through CDBG funded programs. Please note, if you elect to participate in the Polk County CDBG program, you will not be eligible to apply for CDBG funding through the State of Iowa while you are a partner in the Urban County.

If the City elects not to participate in the Polk County CDBG program, HUD requires written notice be provided by the City to Polk County and HUD by **August 9, 2023**. If you elect to defer your participation for 2023, you will continue to receive an opportunity to participate in the CDBG program on an annual basis. Please note, if you elect not to participate, residents or non-profit organizations located in the City will not be eligible to benefit from CDBG funding.

If the City elects to participate in the Polk County CDBG program, one original copy of the IGA amendment signed by all authorized parties and a copy of the ordinance signed by the mayor will need to be returned to Polk County for submittal to HUD by **September 4, 2023**. Polk County staff will present a resolution before the Board of County Supervisors requesting approval of the IGA from all participating jurisdictions received by that date. Your participation must be in the

form of the adopted IGA that generally stipulates you will participate for the three-year cycle of the program and grants the County the authority to administer the CDBG program within your jurisdiction.

While HUD offers several opportunities to fund low- and moderate-income programs, such as Emergency Shelter Grants (ESG) and HOME grants, Polk County elects to participate only in the CDBG program at this time. However, you can apply through the State of Iowa CDBG program for ESG or HOME funds, if they allow it.

As an Urban County, the CDBG program will be administered by Polk County through a five-year Consolidated Plan, which will be drafted and submitted to HUD no later than **September 15, 2023**. The County welcomes your participation in the Consolidated Plan process, and upon completion, the Plan will set forth priorities and goals that determine how funds will be spent throughout the County.

CDBG staff is available to discuss the program and required documentation should the city accept or defer the CDBG program. If you have any questions regarding the 2023-2025 Urban County designation process for the Polk County CDBG program, please contact me at: sean.bagniewski@polkcountyiowa.gov.

Sincerely,

Sean Bagniewski
Federal Grants Administrator

cc: Tom Hockensmith, Chair, Polk County Board of Supervisors
Matt McCoy, Polk County Board of Supervisors
Robert Brownell, Polk County Board of Supervisors
Steve Van Oort, Polk County Board of Supervisors
Angela Connolly, Polk County Board of Supervisors
John Norris, County Administrator
Sarah Boese, Deputy County Administrator
Kimberly Graham, County Attorney

Enc: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2023-2025

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:
All Regional Administrators
All CPD Division Directors
All CDBG Grantees

Notice: CPD-22-07
Issued: April 25, 2022
Expires: April 24, 2023
Supersedes: CPD Notice 21-06

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2023-2025

INTRODUCTION

This Notice establishes requirements, procedures, and deadlines to be followed in the urban county qualification process for FYs 2023-2025[1]. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2023-2025, and to each state administering the State CDBG program which includes a potentially eligible urban county. If HUD Field Offices are notified later than the date of this Notice of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes the following seven attachments, lettered A-G, that contain listings of:

- Attachment A, all currently qualified urban counties;
- Attachment B, counties that requalify this qualification period (2023-2025);
- Attachment C, counties scheduled to qualify or requalify in FY 2023 for FY 2024-2026;
- Attachment D, counties scheduled to qualify or requalify in FY 2024 for FY 2025-2027;
- Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period;
- Attachment F, counties that may qualify as urban counties if metropolitan cities relinquish their status; and
- Attachment G, counties previously identified as eligible but that have not accepted urban county status.

[1] The contents of this document, except when based on statutory or regulatory authority or law, do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in July 2022.

The schedule for qualifying urban counties is coordinated with qualifying HOME Investment Partnerships Program (HOME) consortia to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2023-2025 qualification period will start in April 2022 and run through September 9, 2022. This will provide HUD sufficient time before the September 30th deadline for FY 2023 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. Language has been added to this Notice to emphasize the importance of completing all the steps of the urban county qualification/ requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requalification process. Urban county worksheets will be accessible via Community Planning and Development's (CPD) Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide GMP system guidance for submitting urban county qualification data.

HUD revised the requirements in Section V.H, second paragraph, regarding Cooperation Agreements to more clearly delineate the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV. for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII. for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or

Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2022 for FYs 2023-2025 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Section F was added to Section VIII., Special Considerations, to address the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

Section G was added to Section VIII., Special Considerations, to address factors that arose during the 2017 qualification/requalification period regarding qualification of New York Towns as metropolitan cities.

The coronavirus pandemic has affected the urban county qualification and requalification processes, in that all required correspondence and documents must be transmitted electronically. To avoid delays, HUD encourages urban counties to begin the qualification and requalification processes upon release of this Notice to meet the deadlines in Section II., Qualification Schedule. Language has been added to various paragraphs in this Section to identify correspondence that must be submitted in letter format on the appropriate letterhead rather than by email. Any properly executed letter (i.e., in letter format on the appropriate letterhead) may be transmitted as an attachment via email. If a properly executed letter is required, the Notice shall denote such requirement by indicating that the correspondence or notification must be "by letter." If not required, the Notice shall indicate that the correspondence or notification may be made "by letter or email."

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 402-2184 or gloria.l.coates@hud.gov. Data questions should be directed to Abubakari Zuberi in the Systems Development and Evaluation Division at (202) 708-0790 or abubakari.d.zuberi@hud.gov. Requests for deadline extensions should be directed to Gloria Coates. These are not toll-free numbers. The TTY number for both divisions is (202) 708-2565.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires January 31, 2025. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2023-2025

In accordance with 24 CFR § 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains the U.S. Department of Housing and Urban Development's (HUD's) process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

To be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas;

2. Have a total combined population of at least 100,000 but fewer than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition, those included areas must in the aggregate contain the preponderance of low- and moderate-income persons residing in the urban county (calculated by dividing the number of low- and moderate-income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations; or

3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

   HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX. for additional information on Determinations of Essential Powers.

B. Consolidated Plan Requirements

To receive an Entitlement Grant in FY 2023, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR Part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2022, through September 30, 2023. **An urban county's failure to submit its Consolidated Plan by August 16, 2023, will automatically result in a loss of CDBG funds for the 2023 program year (24 CFR § 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR § 570.307(f)) unless Congress extends this deadline via statute.** The Consolidated Plan must meet all requirements of 24 CFR Part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a "consortium" to receive HOME funding, the consortium submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR § 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR § 91.215(f)), an Action Plan (24 CFR § 91.220) and the required Certifications (24 CFR § 91.225(a) and (b) as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR § 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII. of this Notice are important regardless of whether the urban county is a member of a consortium. In this regard and considering the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR 91.225, an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions. However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs

assessment, market analysis, strategic plan, and the Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) and (b).

D. Synchronization of Urban County and HOME Qualification Periods

The CDBG urban county's and HOME consortium's qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR § 92.101(e). All consortium members must also have the same program year start date.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2023-2025. Unless noted otherwise, deadlines may only be extended by prior written authorization from Headquarters. Deadlines in paragraphs D, E, G, and I may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the

Field Office is not authorized to extend.

A. By May 20, 2022, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2022 for the 2023-2025 Qualification Period).

B. By May 20, 2022, counties must notify, by letter, split places of their options for exclusion from, or participation in, the urban county (see Attachment B and Section III., paragraph D, for an explanation of split places).

C. By May 20, 2022, counties must notify, by letter, each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election by letter (see paragraph E, below). HUD recommends that included units of government be advised that failure to respond means that they will be considered part of the urban county for FY's 2023-2025. Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county. Additionally, that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county, or a unit of government participating with the urban county, from applying for HOME or ESG funds from the State, if the State allows.

D. Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf

   A county that is already qualified as an urban county for FY 2023 (see Attachment E, Counties Qualified through 2023 or 2024 that Contain Nonparticipating Communities) may elect to notify, by letter, nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H, below).

E. By June 3, 2022, any county which has executed cooperation agreements with no specified end date is required to notify, by letter, affected participating units of government that the agreement will automatically be renewed unless the unit of government notifies the county by letter by July 1, 2022, (see paragraph F, below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). A failure by a unit of government to respond by the July 1, 2022, deadline means that the unit of government is required to remain with the urban county for FYs 2023-2025. Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

F. By June 3, 2022, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, by letter, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide whether it wants to be included or excluded since it will be notified of its status after the July 23 deadline (see Section VIII.E.). Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

G. By July 1, 2022, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2023-2025 qualification period must notify the county and its HUD Field Office by letter that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

H. By July 1, 2022, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office by letter that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office by letter by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 19, 2022, to comply with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by letter by July 29, 2022. Any extension of this deadline must be authorized by letter by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement

Communities Division by email or telephone.

I. By July 15, 2022, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office by letter that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.

J. By July 15, 2022, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof (as discussed in paragraph H, above), they must elect to defer or accept their status by August 19, 2022. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 9, 2022, to notify the Systems Development and Evaluation Division of their decisions.

K. By August 5, 2022, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV., Documents to be Submitted to HUD. Any extension of this deadline must be authorized by letter or email by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.

L. By August 26, 2022, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV, paragraph E), review of such opinion by Field Office Counsel is optional. However, Field Counsel must review the agreement to ensure that any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.**

M. During July, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are

posted on GMP.

N. By August 26, 2022, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2023 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). **THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.**

O. By September 9, 2022 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, if necessary, an indication from Headquarters of any apparent discrepancies, problems, or questions – all noted in GMP. The Field Office is to verify the data in the GMP Final Report and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify, by letter, each county seeking to qualify as an urban county of its urban county status for FY 2023-2025 by September 23, 2022.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials (see Section V., Cooperation Agreements, paragraph A) in sufficient time to meet the deadline for submission indicated in the schedule in Section II (Cooperation agreements must meet the standards in Section V. of this Notice).

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.

B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;

2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;

3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;

4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II., Qualification Schedule, paragraph E; and

5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, by letter, any such unit of local government during the second or third year of the qualification period that the local government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received

by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:

   a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or

   b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.

2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:

   a. to be excluded from all urban counties;

   b. to be entirely included in one urban county and excluded from all other such counties; or

   c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2023-2025 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2023-2025 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III., Qualification Actions to Be Taken by County, paragraph B). This does not apply to an already qualified urban county adding communities.

B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III paragraph C).

C. Where applicable, a copy of the letter from:

1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;

2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;

3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or

4. Any city accepting metropolitan city status that will cease participation in the urban county’s CDBG program (See Section II., Qualification Schedule, paragraph G.).

D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III., paragraph E).

E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III., Qualification Actions to be Taken by County, paragraph C, and the opinions of county counsel and governing body authorizations required in Section V., Cooperation Agreements, paragraphs B and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V., Cooperation Agreements, paragraph E at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII., paragraph A, Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city falls under the "exception criteria" at 24 CFR § 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, by letter, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII., paragraph A, for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards to be found acceptable:

A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.

B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)

E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2023-2025), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E), and that such failure to comply will void the automatic renewal for such qualification period.

G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities

carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.

H. The agreement must expressly state that the county and the cooperating unit of general local government agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications.The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.

Periodically, statutory, or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.

I. The agreement must expressly state "that the cooperating unit of general local government has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. If the county is a member of a HOME consortium, however, the consortium submits the Plan developed by the county (see Section I., General Requirements, paragraph C).

K. The agreement must contain language specifying that, pursuant to 24 CFR § 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B).

L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.

M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2022 for FYs 2023-2025 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits

its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period. The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, remain classified as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request and cooperation agreement, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 § CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations

under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov. The TTY number is 603-666-3805. These are not toll-free numbers.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the "exception rule" criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 § CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the "exception rule." HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V., Cooperation Agreements, between an urban county and its participating units of local government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR § 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 § CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which they are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

A unit of local government that is partially located in two counties with at least one of those counties being a member of a consortium may participate in the consortium. If the county is an urban county, the unit of local government may only participate as a member of the urban county.

E. Counties with Potential Metropolitan Cities

If a county includes a unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FYs 2023-2025, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided based on the community's eligibility as a metropolitan city prior to July 29, 2022 (or a later date if approved by letter or email by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 above is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to "opt out" later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized as dissolved by Census, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government has legally ceased to exist.

G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide

to become metropolitan cities and administer their own CDBG programs. This means that the towns would have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county's requalification year. The town must secure the participation of all the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all the villages. To illustrate, for example, hypothetical Blue County is requalifying in 2022 for 2023-2025. The town of Orange has been participating in the county's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2022 so it can begin to contact the villages and secure their participation in the town's CDBG program.

2. The urban county is required to notify all participating units of general local government by letter (typically, in April) that they may choose to opt out of participation in the urban county's CDBG program. The units of general local government must notify the urban counties by letter of their decisions by the due date (typically, in June) in Section II. of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county's correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the town's decision to seek entitlement status may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For

requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

For these purposes, the term "essential community development and housing assistance activities" means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include but are not limited to (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

B. For new and requalifying counties, the notification by the Field Office required under Section II., paragraph A, must include the following determinations:

1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.

2. Which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD by letter by July 15, 2022); and,

3. Which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V. of this Notice.

ATTACHMENT A

ALL CURRENTLY QUALIFIED URBAN COUNTIES

NEW ENGLAND FIELD OFFICES

MAINE	CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	ATLANTIC COUNTY
NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY
NEW JERSEY	UNION COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY
NEW YORK	WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	HOWARD COUNTY

MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
PENNSYLVANIA	DELAWARE COUNTY
PENNSYLVANIA	LANCASTER COUNTY
PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	LUZERNE COUNTY
PENNSYLVANIA	MONTGOMERY COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
PENNSYLVANIA	WASHINGTON COUNTY
PENNSYLVANIA	WESTMORELAND COUNTY
PENNSYLVANIA	YORK COUNTY
VIRGINIA	ARLINGTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	FAIRFAX COUNTY
VIRGINIA	HENRICO COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	JEFFERSON COUNTY
ALABAMA	MOBILE COUNTY
FLORIDA	BREVARD COUNTY
FLORIDA	BROWARD COUNTY
FLORIDA	CLAY COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	ESCAMBIA COUNTY
FLORIDA	HILLSBOROUGH COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	LAKE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY

FLORIDA	MARION COUNTY
FLORIDA	MIAMI-DADE COUNTY
FLORIDA	ORANGE COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PALM BEACH COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	PINELLAS COUNTY
FLORIDA	POLK COUNTY
FLORIDA	SARASOTA COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
FLORIDA	VOLUSIA COUNTY
GEORGIA	CHEROKEE COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	COBB COUNTY
GEORGIA	DE KALB COUNTY
GEORGIA	FULTON COUNTY
GEORGIA	GWINNETT COUNTY
GEORGIA	HENRY COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	BERKELEY COUNTY
SOUTH CAROLINA	CHARLESTON COUNTY
SOUTH CAROLINA	GREENVILLE COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	LEXINGTON COUNTY
SOUTH CAROLINA	RICHLAND COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY
TENNESSEE	KNOX COUNTY
TENNESSEE	SHELBY COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	COOK COUNTY
ILLINOIS	DU PAGE COUNTY
ILLINOIS	KANE COUNTY

ILLINOIS	LAKE COUNTY
ILLINOIS	MADISON COUNTY
ILLINOIS	MCHENRY COUNTY
ILLINOIS	ST. CLAIR COUNTY
ILLINOIS	WILL COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MICHIGAN	GENESEE COUNTY
MICHIGAN	KENT COUNTY
MICHIGAN	MACOMB COUNTY
MICHIGAN	OAKLAND COUNTY
MICHIGAN	WASHTENAW COUNTY
MICHIGAN	WAYNE COUNTY
MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	HENNEPIN COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	ST. LOUIS COUNTY
MINNESOTA	WASHINGTON COUNTY
OHIO	BUTLER COUNTY
OHIO	CLERMONT COUNTY
OHIO	CUYAHOGA COUNTY
OHIO	FRANKLIN COUNTY
OHIO	HAMILTON COUNTY
OHIO	LAKE COUNTY
OHIO	MONTGOMERY COUNTY
OHIO	STARK COUNTY
OHIO	SUMMIT COUNTY
OHIO	WARREN COUNTY
WISCONSIN	DANE COUNTY
WISCONSIN	MILWAUKEE COUNTY
WISCONSIN	WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	JEFFERSON PARISH
LOUISIANA	ST. TAMMANY PARISH

OKLAHOMA	TULSA COUNTY
TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	DALLAS COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	HARRIS COUNTY
TEXAS	HIDALGO COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	TARRANT COUNTY
TEXAS	TRAVIS COUNTY
TEXAS	WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY
MISSOURI	ST. LOUIS COUNTY
MISSOURI	ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY
COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
COLORADO	WELD COUNTY
UTAH	DAVIS COUNTY
UTAH	SALT LAKE COUNTY
UTAH	UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY
ARIZONA	PIMA COUNTY
ARIZONA	PINAL COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY

CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
CALIFORNIA	STANISLAUS COUNTY
CALIFORNIA	VENTURA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	MARION COUNTY
OREGON	MULTNOMAH COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	KITSAP COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY
WASHINGTON	SPOKANE COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2022 FOR FYS 2023-2025

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND	HOWARD COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
VIRGINIA	HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	MOBILE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	SARASOTA COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	ST LOUIS COUNTY
OHIO	BUTLER COUNTY

WISCONSIN	DANE COUNTY
WISCONSIN	WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	ST. TAMMANY PARISH
OKLAHOMA	TULSA COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI	ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH	DAVIS COUNTY
UTAH	UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	PIMA COUNTY
CALIFORNIA	STANISLAUS COUNTY

NORTHWEST/ALASKA FIELD OFFICES

WASHINGTON	KITSAP COUNTY

ATTACHMENT C

COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYS 2024-2026

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	UNION COUNTY
NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	DELAWARE COUNTY
PENNSYLVANIA	LANCASTER COUNTY
PENNSYLVANIA	LUZERNE COUNTY

PENNSYLVANIA	MONTGOMERY COUNTY
PENNSYLVANIA	WASHINGTON COUNTY
PENNSYLVANIA	WESTMORELAND COUNTY
PENNSYLVANIA	YORK COUNTY
VIRGINIA	ARLINGTON COUNTY
VIRGINIA	FAIRFAX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	JEFFERSON COUNTY
FLORIDA	BROWARD COUNTY
FLORIDA	CLAY COUNTY
FLORIDA	ESCAMBIA COUNTY
FLORIDA	HILLSBOROUGH COUNTY
FLORIDA	LAKE COUNTY
FLORIDA	MIAMI-DADE COUNTY
FLORIDA	ORANGE COUNTY
FLORIDA	PALM BEACH COUNTY
FLORIDA	PINELLAS COUNTY
FLORIDA	POLK COUNTY
FLORIDA	VOLUSIA COUNTY
GEORGIA	CHEROKEE COUNTY
GEORGIA	COBB COUNTY
GEORGIA	DE KALB COUNTY
GEORGIA	FULTON COUNTY
GEORGIA	HENRY COUNTY
SOUTH CAROLINA	BERKELEY COUNTY
SOUTH CAROLINA	CHARLESTON COUNTY
SOUTH CAROLINA	GREENVILLE COUNTY
SOUTH CAROLINA	LEXINGTON COUNTY
TENNESSEE	KNOX COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	COOK COUNTY
ILLINOIS	DU PAGE COUNTY
ILLINOIS	LAKE COUNTY

ILLINOIS	MADISON COUNTY
ILLINOIS	ST. CLAIR COUNTY
ILLINOIS	WILL COUNTY
MICHIGAN	GENESEE COUNTY
MICHIGAN	KENT COUNTY
MICHIGAN	MACOMB COUNTY
MICHIGAN	OAKLAND COUNTY
MICHIGAN	WASHTENAW COUNTY
MICHIGAN	WAYNE COUNTY
MINNESOTA	HENNEPIN COUNTY
OHIO	CLERMONT COUNTY
OHIO	CUYAHOGA COUNTY
OHIO	FRANKLIN COUNTY
OHIO	HAMILTON COUNTY
OHIO	LAKE COUNTY
OHIO	MONTGOMERY COUNTY
OHIO	STARK COUNTY
OHIO	SUMMIT COUNTY
OHIO	WARREN COUNTY
WISCONSIN	MILWAUKEE COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA	JEFFERSON PARISH
TEXAS	DALLAS COUNTY
TEXAS	HARRIS COUNTY
TEXAS	HIDALGO COUNTY
TEXAS	TARRANT COUNTY
TEXAS	TRAVIS COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI	ST. LOUIS COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY

COLORADO	WELD COUNTY
UTAH	SALT LAKE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	MARION COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY
WASHINGTON	SPOKANE COUNTY

ATTACHMENT D

COUNTIES SCHEDULED TO REQUALIFY IN 2024 FOR FYS 2025-2027

NEW ENGLAND FIELD OFFICES

MAINE	CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	ATLANTIC COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

FLORIDA	BREVARD COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	GWINNETT COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY
TENNESSEE	SHELBY COUNTY

MIDWEST FIELD OFFICES

ILLINOIS	KANE COUNTY
ILLINOIS	MCHENRY COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	WASHINGTON COUNTY

SOUTHWEST FIELD OFFICES

TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	PINAL COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	VENTURA COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	MULTNOMAH COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT E

COUNTIES QUALIFIED THROUGH 2023 OR 2024 THAT CONTAIN NON-PARTICIPATING COMMUNITIES

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY	MAINE

NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY	NEW JERSEY
BURLINGTON COUNTY	NEW JERSEY
CAMDEN COUNTY	NEW JERSEY
MORRIS COUNTY	NEW JERSEY
NASSAU COUNTY	NEW YORK
ORANGE COUNTY	NEW YORK
ROCKLAND COUNTY	NEW YORK
SUFFOLK COUNTY	NEW YORK
WESTCHESTER COUNTY	NEW YORK

MID-ATLANTIC FIELD OFFICES

NEW CASTLE COUNTY	DELAWARE
ANNE ARUNDEL COUNTY	MARYLAND
MONTGOMERY COUNTY	MARYLAND
PRINCE GEORGES COUNTY	MARYLAND
ALLEGHENY COUNTY	PENNSYLVANIA
BEAVER COUNTY	PENNSYLVANIA
BERKS COUNTY	PENNSYLVANIA
DAUPHIN COUNTY	PENNSYLVANIA
LEHIGH COUNTY	PENNSYLVANIA
LUZERNE COUNTY	PENNSYLVANIA
MONTGOMERY COUNTY	PENNSYLVANIA
WESTMORELAND COUNTY	PENNSYLVANIA

SOUTHEAST/CARIBBEAN FIELD OFFICES

JEFFERSON COUNTY	ALABAMA
MOBILE COUNTY	ALABAMA

BREVARD COUNTY	FLORIDA
BROWARD COUNTY	FLORIDA
CLAY COUNTY	FLORIDA
COLLIER COUNTY	FLORIDA
ESCAMBIA COUNTY	FLORIDA
JACKSONVILLE-DUVAL COUNTY	FLORIDA
LAKE COUNTY	FLORIDA
LEE COUNTY	FLORIDA
MANATEE COUNTY	FLORIDA
MARION COUNTY	FLORIDA
MIAMI-DADE COUNTY	FLORIDA
ORANGE COUNTY	FLORIDA
PALM BEACH COUNTY	FLORIDA
PASCO COUNTY	FLORIDA
PINELLAS COUNTY	FLORIDA
POLK COUNTY	FLORIDA
SARASOTA COUNTY	FLORIDA
ST. JOHNS COUNTY	FLORIDA
VOLUSIA COUNTY	FLORIDA
CHEROKEE COUNTY	GEORGIA
CLAYTON COUNTY	GEORGIA
DE KALB COUNTY	GEORGIA
FULTON COUNTY	GEORGIA
GWINNETT COUNTY	GEORGIA
MECKLENBURG COUNTY	NORTH CAROLINA
UNION COUNTY	NORTH CAROLINA
WAKE COUNTY	NORTH CAROLINA
CHARLESTON COUNTY	SOUTH CAROLINA
HORRY COUNTY	SOUTH CAROLINA
RICHLAND COUNTY	SOUTH CAROLINA
SPARTANBURG COUNTY	SOUTH CAROLINA
KNOX COUNTY	TENNESSEE

MIDWEST FIELD OFFICES

COOK COUNTY	ILLINOIS
DU PAGE COUNTY	ILLINOIS
KANE COUNTY	ILLINOIS

LAKE COUNTY	ILLINOIS
MADISON COUNTY	ILLINOIS
MCHENRY COUNTY	ILLINOIS
ST CLAIR COUNTY	ILLINOIS
WILL COUNTY	ILLINOIS
HAMILTON COUNTY	INDIANA
GENESEE COUNTY	MICHIGAN
KENT COUNTY	MICHIGAN
MACOMB COUNTY	MICHIGAN
OAKLAND COUNTY	MICHIGAN
WASHTENAW COUNTY	MICHIGAN
DAKOTA COUNTY	MINNESOTA
HENNEPIN COUNTY	MINNESOTA
RAMSEY COUNTY	MINNESOTA
WASHINGTON COUNTY	MINNESOTA
BUTLER COUNTY	OHIO
CLERMONT COUNTY	OHIO
CUYAHOGA COUNTY	OHIO
FRANKLIN COUNTY	OHIO
HAMILTON COUNTY	OHIO
LAKE COUNTY	OHIO
MONTGOMERY COUNTY	OHIO
STARK COUNTY	OHIO
WARREN COUNTY	OHIO
DANE COUNTY	WISCONSIN
MILWAUKEE COUNTY	WISCONSIN
WAUKESHA COUNTY	WISCONSIN

SOUTHWEST FIELD OFFICES

JEFFERSON PARISH	LOUISIANA
TULSA COUNTY	OKLAHOMA
BEXAR COUNTY	TEXAS
BRAZORIA COUNTY	TEXAS
DALLAS COUNTY	TEXAS
FORT BEND COUNTY	TEXAS
HARRIS COUNTY	TEXAS

HIDALGO COUNTY	TEXAS
MONTGOMERY COUNTY	TEXAS
TARRANT COUNTY	TEXAS
TRAVIS COUNTY	TEXAS
WILLIAMSON COUNTY	TEXAS

GREAT PLAINS FIELD OFFICES

JEFFERSON COUNTY	MISSOURI
ST LOUIS COUNTY	MISSOURI
ST. CHARLES COUNTY	MISSOURI

ROCKY MOUNTAIN FIELD OFFICES

ADAMS COUNTY	COLORADO
ARAPAHOE COUNTY	COLORADO
JEFFERSON COUNTY	COLORADO
WELD COUNTY	COLORADO
UTAH COUNTY	UTAH

PACIFIC/HAWAII FIELD OFFICES

MARICOPA COUNTY	ARIZONA
PINAL COUNTY	ARIZONA
FRESNO COUNTY	CALIFORNIA
KERN COUNTY	CALIFORNIA
LOS ANGELES COUNTY	CALIFORNIA
MONTEREY COUNTY	CALIFORNIA
RIVERSIDE COUNTY	CALIFORNIA
SAN LUIS OBISPO COUNTY	CALIFORNIA
SANTA BARBARA COUNTY	CALIFORNIA

NORTHWEST/ALASKA FIELD OFFICES

MARION COUNTY	OREGON
MULTNOMAH COUNTY	OREGON
WASHINGTON COUNTY	OREGON
KING COUNTY	WASHINGTON
PIERCE COUNTY	WASHINGTON

ATTACHMENT F
LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES
IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

State	Name	April 1, 2020 Population
AL	**Madison County**	**388,153**
AL	Huntsville city (pt.)	210,613
AL	**Montgomery County**	**228,954**
AL	Montgomery city	200,603
AL	**Tuscaloosa County**	**227,036**
AL	Tuscaloosa city	99,600
AR	**Pulaski County**	**399,125**
AR	Jacksonville city	29,477
AR	Little Rock city	202,591
AR	North Little Rock city	64,591
AR	**Washington County**	**245,871**
AR	Fayetteville city	93,949
AR	Springdale city (pt.)	75,083
AZ	**Yavapai County**	**236,209**
AZ	Prescott city	45,827
AZ	**Yuma County**	**203,881**
AZ	Yuma city	95,548
CA	**Butte County**	**211,632**
CA	Chico city	101,475
CA	Paradise town	4,764
CA	**Merced County**	**281,202**
CA	Merced city	86,333
CA	**Placer County**	**404,739**
CA	Rocklin city	71,601
CA	Roseville city	147,773
CA	**Santa Cruz County**	**270,861**
CA	Santa Cruz city	62,956
CA	Watsonville city	52,590
CA	**Solano County**	**453,491**
CA	Fairfield city	119,881
CA	Vacaville city	102,386
CA	Vallejo city	126,090
CA	**Yolo County**	**216,403**
CA	Davis city	66,850
CA	West Sacramento city	53,915

State	Name	April 1, 2020 Population
CA	Woodland city	61,032
CO	**Boulder County**	**330,758**
CO	Boulder city	108,250
CO	Longmont city (pt.)	97,587
CO	**Larimer County**	**359,066**
CO	Fort Collins city	169,810
CO	Loveland city	76,378
FL	**Alachua County**	**278,468**
FL	Gainesville city	141,085
FL	**Leon County**	**292,198**
FL	Tallahassee city	196,169
FL	**Okaloosa County**	**211,668**
FL	Crestview city	27,134
FL	Fort Walton Beach city	20,922
FL	**St. Lucie County**	**329,226**
FL	Fort Pierce city	47,297
FL	Port St. Lucie city	204,851
GA	**Chatham County**	**295,291**
GA	Savannah city	147,780
GA	**Hall County**	**203,136**
GA	Gainesville city	42,296
IA	**Linn County**	**230,299**
IA	Cedar Rapids city	137,710
ID	**Ada County**	**494,967**
ID	Boise City city	235,684
ID	Meridian city	117,635
ID	**Canyon County**	**231,105**
ID	Caldwell city	59,996
ID	Nampa city	100,200
IL	**Champaign County**	**205,865**
IL	Champaign city	88,302
IL	Rantoul village	12,371
IL	Urbana city	38,336
IL	**Winnebago County**	**285,350**
IL	Rockford city (pt.)	148,653
IN	**Allen County**	**385,410**
IN	Fort Wayne city	263,886
IN	**Elkhart County**	**207,047**
IN	Elkhart city	53,923
IN	Goshen city	34,517
IN	**St. Joseph County**	**272,912**

State	Name	April 1, 2020 Population
IN	Mishawaka city	51,063
IN	South Bend city	103,453
KS	**Sedgwick County**	**523,824**
KS	Wichita city	397,532
LA	**Caddo Parish**	**237,848**
LA	Shreveport city (pt.)	184,685
LA	**Calcasieu Parish**	**216,785**
LA	Lake Charles city	84,872
MD	**Frederick County**	**271,717**
MD	Frederick city	78,171
ME	**York County**	**211,972**
ME	Biddeford city	22,552
MI	**Ingham County**	**284,900**
MI	East Lansing city (pt.)	45,264
MI	Lansing city (pt.)	107,637
MI	**Kalamazoo County**	**261,670**
MI	Kalamazoo city	73,598
MI	Portage city	48,891
MO	**Clay County**	**253,335**
MO	Kansas City city (pt.)	138,178
MO	**Greene County**	**298,915**
MO	Springfield city (pt.)	169,174
MO	**Jackson County**	**717,204**
MO	Blue Springs city	58,603
MO	Independence city	123,011
MO	Kansas City city (pt.)	316,456
MO	Lee's Summit city (pt.)	98,438
MS	**Harrison County**	**208,621**
MS	Biloxi city	49,449
MS	Gulfport city	72,926
MS	**Hinds County**	**227,742**
MS	Jackson city (pt.)	153,201
NC	**Buncombe County**	**269,452**
NC	Asheville city	94,589
NC	**Cabarrus County**	**225,804**
NC	Concord city	105,240
NC	Kannapolis city (pt.)	42,846
NC	**Durham County**	**324,833**
NC	Chapel Hill town (pt.)	2,906
NC	Durham city (pt.)	283,093
NC	Raleigh city (pt.)	1,559

State	Name	April 1, 2020 Population
NC	**Forsyth County**	**382,590**
NC	High Point city (pt.)	84
NC	Winston-Salem city	249,545
NC	**Gaston County**	**227,943**
NC	Gastonia city	80,411
NC	**Guilford County**	**541,299**
NC	Burlington city (pt.)	1,822
NC	Greensboro city	299,035
NC	High Point city (pt.)	107,321
NC	**New Hanover County**	**225,702**
NC	Wilmington city	115,451
NC	**Onslow County**	**204,576**
NC	Jacksonville city	72,723
NE	**Douglas County**	**584,526**
NE	Omaha city	486,051
NE	**Lancaster County**	**322,608**
NE	Lincoln city	291,082
NM	**Bernalillo County**	**676,444**
NM	Albuquerque city	564,559
NM	Rio Rancho city (pt.)	6
NM	**Doña Ana County**	**219,561**
NM	Las Cruces city	111,385
NV	**Washoe County**	**486,492**
NV	Reno city	264,165
NV	Sparks city	108,445
NY	**Niagara County**	**212,666**
NY	Niagara Falls city	48,671
NY	**Oneida County**	**232,125**
NY	Rome city	32,127
NY	Utica city	65,283
OH	**Delaware County**	**214,124**
OH	Columbus city (pt.)	14,570
OH	**Lorain County**	**312,964**
OH	Elyria city	52,656
OH	Lorain city	65,211
OH	**Lucas County**	**431,279**
OH	Toledo city	270,871
OH	**Mahoning County**	**228,614**
OH	Alliance city (pt.)	50
OH	Youngstown city	60,068
OH	**Trumbull County**	**201,977**

State	Name	April 1, 2020 Population
OH	Warren city	39,201
OK	**Cleveland County**	**295,528**
OK	Moore city	62,793
OK	Norman city	128,026
OK	Oklahoma City city (pt.)	77,784
OK	**Oklahoma County**	**796,292**
OK	Edmond city	94,428
OK	Midwest City city	58,409
OK	Oklahoma City city (pt.)	525,970
OR	**Jackson County**	**223,259**
OR	Ashland city	21,360
OR	Medford city	85,824
OR	**Lane County**	**382,971**
OR	Eugene city	176,654
OR	Springfield city	61,851
PA	**Erie County**	**270,876**
PA	Erie city	94,831
PA	**Lackawanna County**	**215,896**
PA	Scranton city	76,328
SC	**Anderson County**	**203,718**
SC	Anderson city	28,106
TN	**Hamilton County**	**366,207**
TN	Chattanooga city	181,099
TN	**Montgomery County**	**220,069**
TN	Clarksville city	166,722
TN	**Rutherford County**	**341,486**
TN	Murfreesboro city	152,769
TN	**Williamson County**	**247,726**
TN	Franklin city	83,454
TX	**Bell County**	**370,647**
TX	Killeen city	153,095
TX	Temple city	82,073
TX	**Brazos County**	**233,849**
TX	Bryan city	83,980
TX	College Station city	120,511
TX	**Cameron County**	**421,017**
TX	Brownsville city	186,738
TX	Harlingen city	71,829
TX	San Benito city	24,861
TX	**El Paso County**	**865,657**
TX	El Paso city	678,815

State	Name	April 1, 2020 Population
TX	**Galveston County**	**350,682**
TX	Galveston city	53,695
TX	League City city (pt.)	111,865
TX	Texas City city	51,898
TX	**Hays County**	**241,067**
TX	Austin city (pt.)	933
TX	San Marcos city (pt.)	67,549
TX	**Jefferson County**	**256,526**
TX	Beaumont city	115,282
TX	Port Arthur city (pt.)	55,958
TX	**Lubbock County**	**310,639**
TX	Lubbock city	257,141
TX	**McLennan County**	**260,579**
TX	Waco city	138,486
TX	**Nueces County**	**353,178**
TX	Corpus Christi city	317,863
TX	**Smith County**	**233,479**
TX	Tyler city	105,995
TX	**Webb County**	**267,114**
TX	Laredo city	255,205
UT	**Weber County**	**262,223**
UT	Ogden city	87,321
WA	**Benton County**	**206,873**
WA	Kennewick city	83,921
WA	Richland city	60,560
WA	**Whatcom County**	**226,847**
WA	Bellingham city	91,482
WA	**Yakima County**	**256,728**
WA	Yakima city	96,968
WI	**Brown County**	**268,740**
WI	Green Bay city	107,395

ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT
HAVE NOT ACCEPTED URBAN COUNTY STATUS

NEW ENGLAND FIELD OFFICES	
NEW HAMPSHIRE	HILLSBOROUGH COUNTY ROCKINGHAM COUNTY
NEW YORK/NEW JERSEY OFFICES	
NEW YORK	SARATOGA COUNTY
MID-ATLANTIC FIELD OFFICES	
DELAWARE	SUSSEX COUNTY
SOUTHEAST/CARIBBEAN FIELD OFFICES	
GEORGIA	FORSYTH COUNTY
MIDWEST FIELD OFFICES	
MICHIGAN	OTTAWA COUNTY
SOUTHWEST FIELD OFFICES	
TEXAS TEXAS	COLLIN COUNTY DENTON COUNTY
GREAT PLAINS FIELD OFFICES	
IOWA	POLK COUNTY
PACIFIC/HAWAII FIELD OFFICES	
ARIZONA	MOHAVE COUNTY*****
CALIFORNIA	TULARE COUNTY

*****Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.

ANKENY CITY COUNCIL

City Council Agenda

August 7, 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 7, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

Print

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Regular Council Meeting - 8/21/23 @ 5:30 p.m.***
- ***Public Hearing - Fourmile Sanitary Trunk Sewer Connection District 3 - 8/21/23 @ 5:30 p.m.***
- ***Public Hearing - 2023 Rally Complex Park Development - 9/5/23 @ 5:30 p.m.***
- ***Public Hearing - NW Irvinedale Drive - Elevated Water Storage Tank - 9/18/23 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available