



ANKENY CITY COUNCIL

Regular Meeting

**Monday, August 1, 2022
5:30 PM**

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro-Tem

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

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

ELECTRONIC MEETING INFORMATION

<https://zoom.us/j/97312992966?pwd=OEFocWZGS0NYUmtnVHNxcWZFaK9PdZ09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

PROCEDURAL ACTIONS:

CALL TO ORDER:	Bobbi Bentz, Mayor pro tem
ROLL CALL:	Michelle Yuska, City Clerk
PLEDGE OF ALLEGIANCE:	Bobbi Bentz, Mayor pro tem

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the August 1, 2022 Agenda

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

C. PUBLIC HEARING(S):

1. PH 2022-57 Proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements Project
Public Hearing to Authorize the Acquisition of Property and Property Interests

Action# C1-1. Consider motion to close Public Hearing 2022-57.

2. PH 2022-58 Proposed 2022 Prairie Ridge Aquatic Center - Resurfacing Project

Action# C2-1. Consider motion to close Public Hearing 2022-58.

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 18, 2022, as published, subject to correction, as recommended by the City Clerk.

CA - 2 Receive and file minutes of the Plan and Zoning Commission meeting of July 6, 2022.

CA - 3 Receive and file minutes of the Library Board of Trustee meeting of June 16, 2022.

- **Licenses and Permits**

CA - 4 Consider motion to approve cigarette/tobacco permit(s) in the City of Ankeny.

CA - 5 Consider motion to approve the issuance of liquor license(s) and/or beer / wine permit(s) in the City of Ankeny.

- **Finance/Budget**

CA - 6 Consider motion to approve Change Order #1 increasing the contract amount by \$16,489.00 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.

CA - 7 Consider motion to approve Change Order #2 increasing the contract amount by \$33,596.33 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.

CA - 8 Consider motion to approve Payment #4 in the amount of \$298,620.34 to Absolute Concrete Construction, Inc. for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive.

CA - 9 Consider motion to approve Payment #27 in the amount of \$20,030.31 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

- CA - 10** Consider motion to approve Payment #25 in the amount of \$82,812.47 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.
- CA - 11** Consider motion to approve Payment #4 in the amount of \$1,464,706.93 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.
- CA - 12** Consider motion to approve Payment #11 in the amount of \$90,425.37 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.
- CA - 13** Consider motion to approve Payment #5 in the amount of \$9,254.05 to HR Green, Inc., for engineering services on the Otter Creek Trunk Sewer - Phase 3 project.
- CA - 14** Consider motion to approve Payment #1 in the amount of \$6,090.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.
- CA - 15** Consider motion to approve Payment #14 in the amount of \$19,825.00 to JEO Consulting Group, Inc. for engineering services on the SE 3rd Street Utility Improvements Phase 1 project.
- CA - 16** Consider motion to approve Payment #12 in the amount of \$1,880.00 to JEO Consulting Group, Inc., for engineering services on the SE Delaware Avenue HMA Widening project.
- CA - 17** Consider motion to approve Payment #4 in the amount of \$38,526.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.
- CA - 18** Consider motion to approve Payment #5 in the amount of \$1,962.25 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
- CA - 19** Consider motion to approve Payment #24 in the amount of \$18,475.70 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 20** Consider motion to approve Payment #17 in the amount of \$18,544.85 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 21** Consider motion to approve Payment #12 in the amount of \$80,936.65 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 22** Consider motion to approve Payment #20 in the amount of \$14,414.63 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 23** Consider motion to approve Payment #16 in the amount of \$17,676.79 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.
- CA - 24** Consider motion to approve Payment #21 in the amount of \$2,154.38 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.
- CA - 25** Consider motion to approve Payment #31 in the amount of \$18,236.45 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.

CA - 26 Consider motion to approve Payment #13 in the amount of \$611,155.19 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

CA - 27 Consider motion to approve the August 1, 2022 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Whiting, B. Bentz)

- **Personnel Items - none**

- **Community Development Items**

CA - 28 Consider motion to adopt **RESOLUTION** accepting final plat, deed to street and platted easements for Vintage Business Park at Prairie Trail Plat 12.

CA - 29 Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and park land dedication agreement for The Crossings at Deer Creek Plat 7.

- **Engineering Items**

CA - 30 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1033 NE Lake View Drive - Godron)

CA - 31 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Outlot X of Plat 5 - Tuscany Pointe Owners Association, Inc.)

CA - 32 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (East of NE Delaware Avenue and South of Fourmile Creek - DRA Properties, LC)

CA - 33 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (North of NE 18th Street and 200 feet East of NE Delaware Avenue - DRA Properties, LC)

CA - 34 Consider motion to adopt **RESOLUTION** authorizing the execution of an Agreement for Traffic Safety Improvement Program (TSIP) Funding between the Iowa Department of Transportation (Iowa DOT) and the City of Ankeny, Iowa, for the sharing of project costs for the proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

CA - 35 Consider motion to adopt a **RESOLUTION** accepting and approving documents for the acquisition of temporary construction easement for the North Ankeny Blvd. Water Main project in Ankeny, Iowa. (3625 N. Ankeny Blvd. - Central Iowa Hospital Corporation)

CA - 36 Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (North of NE 18th Street and 200 feet East of NE Delaware Avenue - DRA Properties, LC)

CA - 37 Consider motion to adopt **RESOLUTION** accepting maintenance bond for water

main, sanitary sewer and storm sewer in The Crossings at Deer Creek Plat 7.

- CA - 38** Consider motion to adopt **RESOLUTION** accepting maintenance bond for paving in The Crossings at Deer Creek Plat 7.
- CA - 39** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1080 NE 18th Street - Fuller)
- CA - 40** Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1305 NE Delaware Avenue - Willey)
- CA - 41** Consider motion to adopt **RESOLUTION** authorizing the mayor to sign a development agreement with Bill Kimberley, LC concerning the construction of the Kimberley Estates Plat 2 Sanitary Trunk Sewer Extension in the City of Ankeny, Iowa.
- CA - 42** Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of sanitary trunk sewer in the Kimberley Estates Plat 2 Trunk Sewer Extension Project.

- **Capital Improvement Projects**

- CA - 43** **SE 8th Street Reconstruction - Phase 2 Project**: Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$499.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Absolute Concrete Construction in the amount of \$794,139.90; and d) Final Payment #6 in the amount of \$0.00; and Retainage Payment in the amount of \$24,423.04.
- CA - 44** Consider a motion to adopt **RESOLUTION** accepting the Corporate Surety Bond for the Rock Creek Greenway Trail Improvements, in exchange for the deposit of funds previously approved in accordance with Iowa Code Section 573.4

- **Administrative Items**

- CA - 45** Consider motion to adopt:
- RESOLUTION** authorizing public hearing on the 2022 Tobacco Compliance Check for Casey's, 1024 E 1st St. – January 24, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)
- RESOLUTION** authorizing public hearing on the 2022 Tobacco Compliance Check for Casey's, 1024 E 1st St, Ankeny – April 27, 2022 – second violation (date of hrg: 9/6/22 @ 5:30 p.m.)
- RESOLUTION** authorizing public hearing on the 2022 Tobacco Compliance Check for Central Iowa Vapors, 207 NE Delaware Ave, #2, Ankeny – January 24, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)
- RESOLUTION** authorizing public hearing on the 2022 Tobacco Compliance Check for Grubb's Pubb, 1165 SW Ordinance Rd, Ankeny – January 16, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)
- RESOLUTION** authorizing public hearing on the 2022 Tobacco Compliance

Check for Hy-Vee #2, 1710 SW Oralabor Rd, Ankeny – February 11, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Kum & Go, 1910 SW White Birch Cir, Ankeny – January 24, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Kum & Go, 1910 SW White Birch Cir, Ankeny – April 27, 2022 – second violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Leaf Brothers Cigar, 1924 SW 3rd St, Ankeny – February 11, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

CA - 46 Consider motion authorizing the City of Ankeny to enter into a contract with All Community Events, Inc. for the Jack O' Lantern World special event.

- **Approval of Consent Agenda Items**

1. Consent Agenda Items CA-1 through CA-46

Action# E1-1. Consider motion to approve the recommendations for Consent Agenda Items CA-1 through CA-46

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Bobbi Bentz, Mayor pro tem

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances: - none**

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed SW Oralabor Road & SW State Street - Oralabor Gateway Trail (PH 2022-57)

Action# J1-1. Consider motion to adopt RESOLUTION approving and authorizing the acquisition of property and property interests for the Oralabor Gateway Trail - SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

2. Proposed 2022 Prairie Ridge Aquatic Center - Resurfacing (PH 2022-58)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$225,000.00; 2) receive and file report of bids received July 26, 2022; 3) adopt RESOLUTION making award of construction contract with Splash Pool & Spa in the amount of \$292,200.00; and 4) adopt RESOLUTION approving contract and bonds with Splash Pool & Spa in the amount of \$292,200.00.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager

City Attorney

- **Report of the Governing Body:**

Mayor

City Council Members:

Council Member Bentz

Council Member Perry

Council Member Ruddy

Council Member Shafer

Council Member Whiting

- **Future Council Agenda Items:**

- ***Regular Council Meeting - 8/15/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 Tobacco Compliance Checks - 9/6/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 9/19/22 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

<https://zoom.us/j/97312992966?pwd=OEFOcWZGS0NYUmtnVHNxcWZFak9Pd09>

Meeting ID: 973 1299 2966
Passcode: 1234

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

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 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

CALL TO ORDER:	Bobbi Bentz, Mayor pro tem
ROLL CALL:	Michelle Yuska, City Clerk
PLEDGE OF ALLEGIANCE:	Bobbi Bentz, Mayor pro tem

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 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the August 1, 2022 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the August 1, 2022 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-57:

Proposed Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements Project

Public Hearing to Authorize the Acquisition of Property and Property Interests

EXECUTIVE SUMMARY:

The action before the Council is to hold a Public Hearing to allow affected property owners the opportunity to present their views regarding the proposed acquisition of property and property interests for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project. Further action includes consideration of a Resolution approving the commencement of the public improvement including negotiations to facilitate the acquisition of fee title, permanent easements, and temporary easements for the project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve Resolution authorizing the acquisition of property and property interests for the Oralabor Gateway Trail-SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 5, 2022: Council authorized setting the date for the Public Hearing as August 1, 2022.

PUBLIC OUTREACH EFFORTS:

Notice of Intent to Commence a Public Improvement Project was mailed to affected property owners as required by the Iowa Code, along with legal publication in the Des Moines Register on July 15, 2022. A project information meeting was held for affected property owners on June 21, 2022. Property owners were notified of the need to acquire property for the proposed public improvement project on June 30, 2022.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-57.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Resolution
 Property Acquisition Exhibit



PUBLIC HEARING 2022-57

5:30 P.M.

AUGUST 1, 2022

**PROPOSED ACQUISITION OF PROPERTY AND PROPERTY INTERESTS FOR THE
ORALABOR GATEWAY TRAIL – SW STATE STREET GRADE SEPARATED
CROSSING AND SW ORALABOR ROAD AND SW STATE STREET SAFETY
IMPROVEMENTS PROJECT**

Mayor:

This is the time and place for a public hearing on the matter of the acquisition of property and property interests for the Oralabor Gateway Trail – SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

Notice of this hearing was published in the Des Moines Register on the 15th day of July, 2022 and notices were mailed as required by law.

Mayor:

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

City Clerk:

None in the Clerk’s Office

Mayor:

“I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said property acquisition.”

After Report:

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

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

- ☐ Consider **MOTION** to close public hearing PH 2022-57.

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

RESOLUTION 2022-XXX

**A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION
OF PROPERTY AND PROPERTY INTERESTS FOR THE
ORALABOR GATEWAY TRAIL – SW STATE STREET GRADE SEPARATED
CROSSING AND SW ORALABOR ROAD AND SW STATE STREET SAFETY
IMPROVEMENTS PROJECT**

WHEREAS, in accordance with Iowa Code requirements, notices were mailed to affected property owners identifying 5:30 P.M. on the 1st day of August, 2022, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 as the time, place, and manner for which an opportunity is provided for public input into the consideration to proceed with the Oralabor Gateway Trail – SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that all objections and/or endorsements have been fully reviewed and considered, having obtained public input on the question of proceeding with the public improvement and the acquisition or condemnation of property and property interests for said project known as the Oralabor Gateway Trail – SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project; and

BE IT FURTHER RESOLVED, that this Council hereby determines that it is necessary and advisable to construct said public improvement; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with said public improvement; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with the necessary activities and negotiations to acquire by purchase, gift or condemnation, subject to approval by this Council, the necessary property and/or property interests required for the construction of said public improvement.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

ORALABOR GATEWAY TRAIL AND
SW ORALABOR ROAD / SW STATE STREET
INTERSECTION SAFETY IMPROVEMENTS

Right of Way and Easement Legend

———— Right of Way / Parcel Line

 Proposed Temporary Easement

☐ Proposed Permanent Easement

 Proposed Right of Way

▲ Proposed Right of Way

△ Existing Right of Way

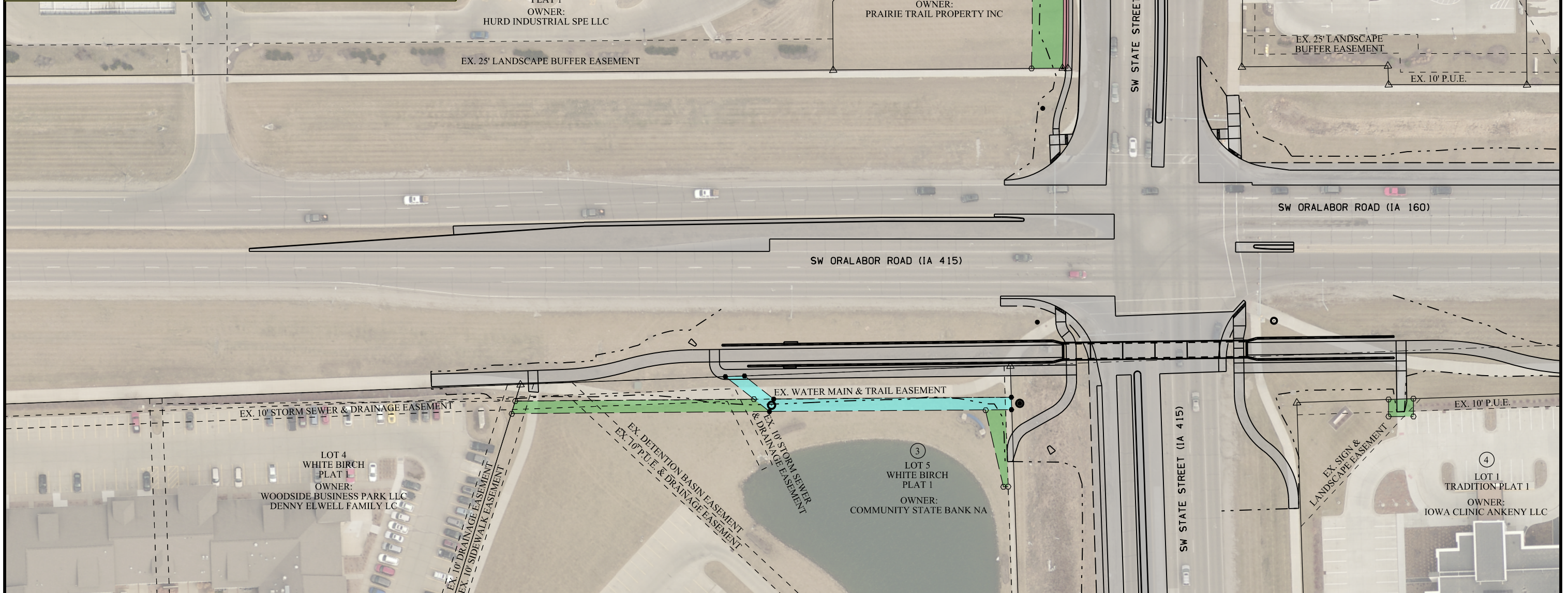
Existing and Proposed Right of Way

	Easement and Existing Right of Way
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Proposed Easement (Temporary)

Proposed Easement

For Information Only



FILE NO.

ENGLISH

DESIGN TEAM \ City of Ankeny \ HR Green, Inc

POLK COUNTY

PROJECT NUMBER

TAP-T-0187(650)--8V-77

SHEET NUMBER	H.0
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ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
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Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2022-58: Proposed 2022 Prairie Ridge Aquatic Center - Resurfacing Project

EXECUTIVE SUMMARY:

The Prairie Ridge Aquatic Center - Resurfacing Project includes replacement of the existing Diamond Brite pool surface that has been in service for 26 seasons. The typical useful life for this type of pool surface is approximately 15 seasons. The project as presented includes all of the necessary labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete installation.

The bid opening for this project was held on Tuesday, July 26, 2022. Three (3) bids were received as follows:

1. Splash Pool & Spa LLC	\$292,200.00
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2. Mid-American Pool Renovation	\$295,000.00
3. Ball Teams LLC	\$481,000.00

The Engineer's Estimate for the project was \$225,000.00. Low bid is approximately 30% above the estimate. It is recommended that the project be awarded to Splash Pool & Spa LLC from Cedar Rapids, Iowa.

Pending project approval and award by the City Council, work on the improvement shall commence any time after a written Notice to Proceed is issued, no later than August 19th, 2022. Site preparation can begin in late August 2022 with the surface installation to begin in April 2023. The Contractor shall fully complete the project no later than May 1, 2023.

FISCAL IMPACT: No

This project is included in the City's current Capital Improvement Program with construction scheduled to being in 2022.

CITY MANAGER'S RECOMMENDATIONS:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost (\$225,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost for the Prairie Ridge Aquatic Center - Resurfacing Project.
3. Receive and file the report of bids received on July 26, 2022.
4. Approve Resolution, making award of construction contract to Splash Pool & Spa LLC of Cedar Rapids, Iowa.
5. Approve Resolution, approving contract and bonds with Splash Pool & Spa in the amount of \$292,200.00.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 5, 2022: The City Council approved a Resolution ordering construction and setting the bid opening date as July 26, 2022, and setting the public hearing date as August 1, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2022-58.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 Bid Sheet
 Location Map

 Bid Tab
 Contract
 Bond
 Resolution - Plans, Specs
 Resolution - Making Award
 Resolution - Approving contract



PUBLIC HEARING 2022-58

5:30 P.M.

AUGUST 1, 2022

PROPOSED 2022 PRAIRIE RIDGE AQUATIC CENTER RESURFACING

Mayor:

This is the time and place for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for construction of certain public improvements described in general as construction of the 2022 Prairie Ridge Aquatic Center Resurfacing project. Notice of this hearing was published in the Des Moines Register on the 15th day of July, 2022.

Mayor:

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

City Clerk:

None in the Clerk's Office

Mayor:

"I would like to request, at this time, Nick Lenox, Parks and Recreation Director, provide a report to the Council on said project."

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2022-58.

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



BID LETTING

10:30 A.M.

JULY 26, 2022

2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 Prairie Ridge Aquatic Center - Resurfacing project in accordance with the Plans and Specifications prepared by City of Ankeny Parks & Recreation Staff.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 225,000

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	<u>Splash Pool + Spa</u> <u>5454 Center Point Rd NE</u> <u>Cedar Rapids IA 52402</u>	<u>292,200</u>	<u>—</u>
2) _____	<u>Mid-America Pool Renovation</u> <u>5929 E 154th Terrace</u> <u>Grandview MO 64030</u>	<u>295,000</u>	<u>—</u>
3) _____	<u>Ball Teams LLC</u> <u>10550 New York Ave Ste 100</u> <u>Urbandale IA 50322</u>	<u>481,000</u>	<u>—</u>
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____	_____	_____

8) _____	_____	_____	_____

9) _____	_____	_____	_____

10) _____	_____	_____	_____

11) _____	_____	_____	_____

12) _____	_____	_____	_____

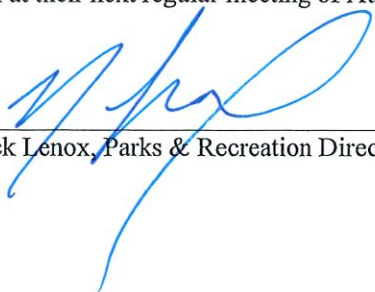
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of August 1, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lenox, Parks & Recreation Director



PRAIRIE RIDGE AQUATIC CENTER
MAP IS FOR LOCATIONAL PURPOSES ONLY

ITEM NO.	SUDAS NO.	ITEM	UNIT	TOTAL QTY	AS-BUILT QTY
		EARTHWORK			
		TRENCH EXCAVATION AND BACKFILL			
		SEWERS AND DRAINS			
		WATER MAINS AND APPURTENANCES			
		STRUCTURES FOR SANITARY AND STORM SEWERS			
		STREETS AND RELATED WORK			
		TRAFFIC CONTROL			
		SITE WORK AND LANDSCAPING			
		DEMOLITION			
		MISCELLANEOUS			

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
0.00	0	0	0	\$	\$
	TRENCH EXCAVATION AND BACKFILL				
0.00	0	0	0	\$	\$
	SEWERS AND DRAINS				
0.00	0	0	0	\$	\$
	WATER MAINS AND APPURTENANCES				
0.00	0	0	0	\$	\$
	STRUCTURES FOR SANITARY AND STORM SEWERS				
0.00	0	0	0	\$	\$
	STREETS AND RELATED WORK				
0.00	0	0	0	\$	\$
	TRAFFIC CONTROL				
0.00	0	0	0	\$	\$
	SITE WORK AND LANDSCAPING				
0.00	0	0	0	\$	\$
	DEMOLITION				
0.00	0	0	0	\$	\$
	MISCELLANEOUS				
0.00	0	0	0	\$	\$

TOTAL AMOUNT BID =

\$

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
0.00	0	0	0	\$	\$
	TRENCH EXCAVATION AND BACKFILL				
0.00	0	0	0	\$	\$
	SEWERS AND DRAINS				
0.00	0	0	0	\$	\$
	WATER MAINS AND APPURTENANCES				
0.00	0	0	0	\$	\$
	STRUCTURES FOR SANITARY AND STORM SEWERS				
0.00	0	0	0	\$	\$
	STREETS AND RELATED WORK				
0.00	0	0	0	\$	\$
	TRAFFIC CONTROL				
0.00	0	0	0	\$	\$
	SITE WORK AND LANDSCAPING				
0.00	0	0	0	\$	\$
	DEMOLITION				
0.00	0	0	0	\$	\$
	MISCELLANEOUS				
0.00	0	0	0	\$	\$

TOTAL CONTRACT AMOUNT =

\$

Engineer's Opinion of Probable Construction Costs						
Project Title						
Project Description						
Bid Date						
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price
		EARTHWORK				
0.00	0	0	0	0	\$ -	\$ -
		TRENCH EXCAVATION AND BACKFILL				
0.00	0	0	0	0	\$ -	\$ -
		SEWERS AND DRAINS				
0.00	0	0	0	0	\$ -	\$ -
		WATER MAINS AND APPURTENANCES				
0.00	0	0	0	0	\$ -	\$ -
		STRUCTURES FOR SANITARY AND STORM SEWERS				
0.00	0	0	0	0	\$ -	\$ -
		STREETS AND RELATED WORK				
0.00	0	0	0	0	\$ -	\$ -
		TRAFFIC CONTROL				
0.00	0	0	0	0	\$ -	\$ -
		SITE WORK AND LANDSCAPING				
0.00	0	0	0	0	\$ -	\$ -
		DEMOLITION				
0.00	0	0	0	0	\$ -	\$ -
		MISCELLANEOUS				
0.00	0	0	0	0	\$ -	\$ -

Subtotal = \$ -

Construction Contingency, 0% = \$ -

Engineering Services = \$ -

Right-of-Way Acquisition = \$ -

Total Estimated Cost = \$ -

Bid Tabulation 2022 Prairie Ridge Aquatic Center - Resurfacing Project 26-Jul-22													
		Engineer's Estimate			Splash Pool & Spa Cedar Rapids, Iowa			Mid-American Pool Renovation Grandview, Missouri			Ball Teams, LLC Urbandale, Iowa		
Item	Unit	Quant.	Unit Price	Total Price	Quant.	Unit Price	Total Price	Total	Unit Price	Total Price	Quant.	Unit Price	Total Price
Base Bid	LS	1	\$225,000.00	\$225,000.00	1	\$292,200.00	\$292,200.00	1	\$295,000.00	\$295,000.00	1	\$481,000.00	\$481,000.00

Item No.	Item	Unit	Total	Unit Price	Total Price
	0				
#####	Base Bid	LS	1	\$292,200.00	\$292,200.00
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!

TOTAL CONTRACT AMOUNT =

#REF!

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1st day of August , 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Splash Pool & Spa Builders, LLC., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2022 Prairie Ridge Aquatic Center – Resurfacing Project

2022 Prairie Ridge Aquatic Center – Resurfacing Project includes labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two hundred ninety-two thousand two hundred DOLLARS (\$292,200.00), 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 and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **May 1, 2023**. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By: _____

(Seal)

ATTEST:

Brittany M. Bell



CONTRACTOR:

Splash Pool & Spa Builders LLC

Contractor

By: _____

Signature

President

Title

5454 Centerville Point Road

Street Address

Cedar Rapids, IA 52402

City, State, Zip Code

319-200-7665

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1195-90 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

INDIVIDUAL ACKNOWLEDGEMENT

State of Iowa)
) SS
Linn County)

On this 1st day of August, 20 22, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared WESTON DARLING ~~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.



Brit Bell
Notary Public in and for the State of Iowa
My commission expires November 23, 20 24

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Linn County)

On this 1st day of August, 20 22, before me a Notary Public in and for said county, personally appeared WESTON DARLING to me personally known, who being by me duly sworn did say that person is PRESIDENT of said LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) NO SEAL HAS BEEN PROCURED, and that said instrument was signed and sealed on behalf of the said LLC, by authority of its managers and the said PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said WESTON DARLING, by it voluntarily executed.



Brit Bell
Notary Public in and for the State of Iowa
My commission expires November 23, 20 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 twenty percent (20%) or less of the amount bid shall not affect the bid price.

ITEM

UNIT: LUMP SUM

Prairie Ridge Aquatic Center Resurfacing Project

\$292,200.00

(To include all materials, labor, installation and cleanup)

Total Contract Amount

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Splash Pool and Spa Builders LLC, as Principal (hereinafter the "Contractor" or "Principal") and AUTOOWNERS INSURANCE COMPANY, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two hundred ninety-two thousand two hundred DOLLARS (\$292,200.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1st day of August, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 Prairie Ridge Aquatic Center – Resurfacing Project

2022 Prairie Ridge Aquatic Center – Resurfacing Project includes labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete installation.

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 **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 1ST day of AUGUST, 2022.

Surety Countersigned By:



Signature of Agent

AARON BROOKS

Printed Name of Agent

NEIGHBOR INSURANCE SRRVICES

Company Name

98 E WILLMAN ST

Company Address

HIAWATHA, IA, 52233

City, State, Zip Code

319-366-3221

Company Telephone Number

PRINCIPAL:

Splash Pool & Spa Builders LLC

Contractor

By: 

Signature

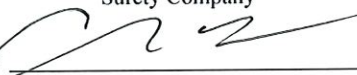
OWNER

Title

SURETY:

AUTOOWNERS INSURANCE

Surety Company

By: 

Signature Attorney-in-Fact Officer

AARON BROOKS

Printed Name of Attorney-in-Fact Officer

AUTOOWNERS INSURANCE COMPANY

Company Name

6101 ANACAPRI DR

Company Address

LANSING, MI. 48917

City, State, Zip Code

800-346-0346

Company Telephone Number



NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66392375

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint MARK A NEIGHBOR

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

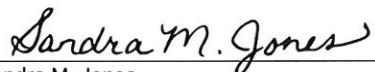

Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025.

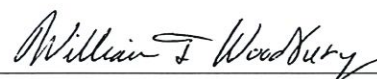

Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 27th day of July, 2022.




William F. Woodbury, First Vice President, Secretary and General Counsel

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE 2022
PRAIRIE RIDGE AQUATIC CENTER - RESURFACING
PROJECT

WHEREAS, on the 5th day of July, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project; and

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

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

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

PASSED AND APPROVED this 1st day of August, 2022.

Mayor Pro tem

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE 2022 PRAIRIE RIDGE AQUATIC
CENTER - RESURFACING PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project, described in the plans and specifications heretofore adopted by this Council on August 1, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Splash Pool & Spa Builders, LLC** of **Cedar Rapids, Iowa**

Amount of bid: **\$292,200.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2022 PRAIRIE RIDGE AQUATIC
CENTER - RESURFACING PROJECT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Splash Pool & Spa Builders, LLC of Cedar Rapids, Iowa

Amount of bid: \$292,200.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 1st day of August, 2022.

Mayor Pro tem

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of July 18, 2022, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, July 18, 2022 5:30 PM

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

Mayor Mark Holm called the meeting to order at 5:30 PM. Council Members Bobbi Bentz, Jeff Perry, and Joe Ruddy were in attendance. Council Member Todd Shafer joined the meeting electronically. Council Member Kelly Whiting 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. Nicholas Brodeur, 305 SW Pleasant St, Ankeny spoke to Ericson Auto parking issues and street conditions in Uptown Ankeny.
2. Jon Shelton, 2705 NW 10th Ct, Ankeny spoke to proposed Ordinance 2115.

APPROVAL OF AGENDA

1. Council Member Bentz moved, Perry seconded, to approve and accept the July 18, 2022 agenda as presented. Ayes: 4.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of July 5, 2022, as published.
2. Receive and file minutes of the Plan and Zoning Commission meeting of June 21, 2022.
3. Receive and file minutes of the Civil Service Commission meeting of June 13, 2022.

Licenses and Permits

4. Issuance of cigarette/tobacco/nicotine/vapor permit(s) in the City of Ankeny.
5. Issuance of liquor license(s) and/or beer/wine permit(s) in the City of Ankeny.

Finance/Budget

6. Receive and file Financial Reports for June 2022.
7. Receive and file Building Permit Report for June 2022.
8. Receive and file Utility Billing Report for June 2022.
9. Change Order #2 increasing the contract amount by \$2,242.20 to Absolute Concrete Construction, Inc., for construction services on the SE 3rd Street Utility Improvements-Phase 1 project.
10. Change Order #1 increasing the contract amount by \$5,960.00 to Con-struct Inc., for construction services on the NW 36th Street and NW State Street Interim Improvements project.
11. Change Order #1 increasing the contract amount by \$0 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Extension - SE Magazine to SE Oralabor Road project.
12. Change Order #1 increasing the contract amount by \$13,914.10 to OMG Midwest, Inc., DBA Des Moines Asphalt & Paving, for construction services on the 2022 Asphalt Street Resurfacing Program – SW Ordinance Rd project.
13. Change Order #2 increasing the contract amount by \$23,221.00 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE - Phase 2 project.

14. Payment #3 in the amount of \$110,721.55 to Absolute Concrete Construction Inc. for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
15. Payment #3 in the amount of \$475,828.78 to Absolute Concrete Construction, Inc., for construction services on the NW 36th Street Widening - NW Ash Drive to N Ankeny Boulevard project.
16. Payment #1 in the amount of \$61,750.00 to Absolute Concrete, for construction services on the 2022 PCC Reconstruction Program - NW 5th Street project.
17. Payment #2 in the amount of \$116,299.10 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
18. Payment #1 in the amount of \$331,630.56 to Con-Struct, Inc., for construction services on the NW 36th Street and NW State Street Interim Improvements project.
19. Payment #2 in the amount of \$289,346.49 to Con-Struct, Inc., for construction services on the 2022 PCC Reconstruction Program - SE Peachtree Drive project.
20. Payment #11 in the amount of \$628,008.88 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
21. Payment #15 in the amount of \$41,877.85 to FOX Strand, for engineering services on the Ankeny ASR project.
22. Payment #4 in the amount of \$140,032.53 to Gus Construction, for construction services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
23. Payment #1 in the amount of \$23,100.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.
24. Payment #14 in the amount of \$4,300.01 to HR Green, Inc., for engineering services on the S Ankeny Blvd and Magazine Rd Safety Improvements project.
25. Payment #1 in the amount of \$305,054.65 to Iowa Civil Contracting, Inc., for construction services on the 2022 PCC Street Patching Program project.
26. Payment #22 in the amount of \$7,442.98 to Kirkham Michael & Associates, Inc., for engineering services on the NE Four Mile Drive RCB Culvert for Deer Creek project.
27. Payment #4 in the amount of \$25,675.21 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. (Design) project.
28. Payment #16 in the amount of \$17,809.00 to MSA Professional Services, Inc., for engineering services on the NW 36th Street and NW Weigel Drive Water Main project.
29. Payment #1 in the amount of \$275,989.56 to OMG Midwest, Inc., DBA Des Moines Asphalt & Paving, for construction services on the 2022 Asphalt Street Resurfacing Program - SW Ordinance Rd project.
30. Payment #4 in the amount of \$6,854.25 to On Track Construction, LLC, for construction services on the NW 36th Street and NW Weigel Drive Water Main (Construction) project.
31. Payment #12 in the amount of \$143,375.15 to Reilly Construction Company Inc., for construction services on the West First Street Widening and Improvements - Phase 1 project.
32. Payment #1 in the amount of \$12,153.96 to Shekar Engineering, PLC, for construction services on the 2022 Pedestrian Ramp Improvements Program project.
33. Payment #1 in the amount of \$34,746.67 to Shekar Engineering, PLC, for construction services on the 2022 Pedestrian Ramp Improvements Program-Briarwood project.
34. Payment #9 in the amount of \$144,996.60 to Spring Lake Construction LLC, for construction services on the NW Northlawn Area Utility Improvements - Phase 1 project.
35. Payment #3 in the amount of \$406,527.55 to Sternquist Construction, for construction services on the SE Crosswinds Drive RISE – Phase 2 project.
36. July 18, 2022 Accounts Payable Payable by Fund: General 250,739; Hotel Motel Tax 900; Road Use Tax 29,342; Police/Fire Pension 6,107; Library Foundation 2,050; Water 698,156; Sewer 533,739; Storm Water 33,127; Golf Course 44,221; Enterprise Project 329,092;

Revolving 915; Risk Management 45,883; Health Insurance 36; Capital Projects Funds 3,561,353; Payroll Totals 1,442,724; Transfers/ACH (191,258); Agenda Payments approved separately (3,628,109); Grand Total \$ 3,159,017.

37. Amendment to the City Council action of May 17, 2021, to purchase a new ambulance for the Fire Department.

Personnel Items

38. Civil Service Commission certified lists for appointment to: Equipment Operator - Public Works; Budget Analyst – City Manager's Office; Lead Fleet Technician - Public Works; subject to passing any further departmental requirements.

Community Development

39. **RESOLUTION 2022-349** accepting the First Amendment to Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement associated with the development of Villas at Prairie Trail Plat 4 and the Nelson Senior Living site plan at 2855 SW Vintage Parkway.
40. Pheasant Trail Plat 1 Preliminary Plat.

Engineering

41. **RESOLUTION 2022-350** authorizing the execution of a Federal-Aid Swap Agreement for Surface Transportation Block Grant (STBG) funding between the Iowa Department of Transportation (Iowa DOT) and the City of Ankeny, Iowa, for the sharing of project costs for the proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.
42. **RESOLUTION 2022-351** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1025 NE Fountain View Court - Brendeland)
43. **RESOLUTION 2022-352** accepting maintenance bond for paving in Hidden Creek Multi-Use 2020 Roadway Improvements.
44. **RESOLUTION 2022-353** accepting a proposal from Greentech of Iowa in the amount of \$64,050.00 for the construction of the 2022 City-Wide Permanent Surface Restoration project.
45. **RESOLUTION 2022-354** releasing original bonds approved under resolution No. 2017-207, and accepting new contract, performance and maintenance bonds for the Construction of sanitary sewer main improvements for the Ankeny Market Village project.

Capital Improvement Projects

46. **Otter Creek Sanitary Sewer Improvements - Phase 3**: a) Certificate of Completion; b) **RESOLUTION 2022-355** accepting the public improvements with Rognes Corporation in the amount of \$474,322.00; c) Change Order #2 for (\$19,495.00); d) Final Payment #3 in the amount of \$871.62 / Release of Retainage in the amount of \$23,716.10.

Approval of Consent Agenda Items

1. Council Member Ruddy moved, second by Bentz, to approve the recommendations for Consent Agenda Items CA-1 through CA-46. Ayes: Ruddy, Bentz, Perry, Shafer.

LEGISLATIVE BUSINESS

Boards/Commissions Appointments

1. Council Member Ruddy moved, seconded by Perry to accept Mayor's appointment of Miranda Piepho to the Library Board of Trustees, effective July 18, 2022 – June 30, 2026. Ayes: Ruddy, Perry, Bentz, Shafer.

Approval of Ordinances

1. **Ord 2115.** An Ordinance amending the Code of Ordinances of the City of Ankeny, Iowa, by amending Section 41.10 throwing and shooting and adding a new Section 41.11 bow and arrow target shooting. Council Member Bentz moved, Perry seconded, to accept third consideration of Ordinance 2115, sending it on its final passage and publication as required by law. Ayes: Bentz, Perry, Ruddy, Shafer.
2. **Ord 2116.** An Ordinance amending Chapter 152, Sidewalk Regulations, of the Municipal Code of the City of Ankeny, Iowa. Council Member Ruddy moved, Bentz seconded, to accept third consideration of Ordinance 2116, sending it on its final passage and publication as required by law. Ayes: Ruddy, Bentz, Perry, Shafer.
1. **Ord 2117.** An Ordinance amending the Zoning Regulations, Chapter 192, of the Municipal Code of the City of Ankeny, Iowa, to rezone certain property owned by Moeckly Family Farm, LLC, from the current R-1, One-Family Residence District, to PUD, Planned Unit Development (PH 2022-55). Council Member Bentz moved, Ruddy seconded, to accept second consideration of Ordinance 2117. Ayes: Bentz, Ruddy, Perry, Shafer. Bentz moved, Perry seconded to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2117, sending it on its final passage and publication as required by law. Ayes: Bentz, Perry, Ruddy, Shafer.

NEW BUSINESS

1. Uptown Parking Improvements - Professional Services Agreement with MSA Professional Services, Inc. Council Member Perry moved, Ruddy seconded, to approve the Professional Services Agreement with MSA Professional Services, Inc., for the design engineering and bidding phase services on the Uptown Parking Improvements in an amount not to exceed \$41,710.00 and the Mayor to execute said agreement. Ayes: Perry, Ruddy, Bentz, Shafer.
2. SW State Street Reconstruction - Southbound Lanes -Professional Services Agreement with McClure Engineering Company Council Member Bentz moved, Perry seconded, to approve the Professional Services Agreement with McClure Engineering Company for design engineering services on the SW State Street Reconstruction - Southbound Lanes project in an amount not to exceed \$102,600.00 and authorize the Mayor to execute said Agreement. Ayes: Bentz, Perry, Ruddy, Shafer.
3. Ankeny Youth Triathlon - Temporary Street Closure - July 23, 2022 Council Member Ruddy moved, Bentz seconded, to adopt **RESOLUTION 2022-356** authorizing temporary street closings for the purpose of the Ankeny Youth Triathlon. Ayes: Ruddy, Bentz, Perry, Shafer.
4. Purchase Agreement for 2.5 acres of real property Council Member Ruddy moved, Perry seconded, to authorize entering into the attached Purchase Agreement with TJL Investments LLC and DNF LLC. Ayes: Ruddy, Perry, Bentz, Shafer.

ADJOURNMENT

1. Meeting was adjourned at 5:53 PM.

Michelle Yuska, City Clerk

Bobbi Bentz, Mayor Pro tem

Published in the Des Moines Register on 7/29/22.



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of July 6, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2022-07-06

Meeting Minutes

Plan & Zoning Commission Meeting

Wednesday, July 6, 2022

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

CALL TO ORDER

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

ROLL CALL

Members present: Glenn Hunter, Trina Flack, Ted Rapp, Annette Renaud, Todd Ripper, and Randy Weisheit.

Absent: Lisa West. Staff present: E.Jensen, E.Carstens, D.Silverthorn, B.Morrissey, B.Fuglsang

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the July 6, 2022 agenda without amendments. Second by A.Renaud. All voted aye.

Motion carried 6 – 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 21, 2022 minutes of the Plan and Zoning Commission meeting.

Item #2. 709 SW 3rd Street - RE/MAX Precision Sales Office Site Plan

Motion to approve the site plan for 709 SW 3rd Street, RE/MAX Precision Sales Office.

Motion by T.Ripper to approve the recommendations for Consent Agenda Items #1 - #2. Second by T.Rapp. All voted aye. Motion carried 6 – 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

Item #3. Pheasant Trail Plat 1 Preliminary Plat

B.Morrissey reported that Pheasant Trail Plat 1 Preliminary Plat is a proposed 21.22-acre plat located in the NW quadrant of Ankeny, east of NW Irvinedale Drive and south of NW 54th Street. He said the area is a part of the Moeckly PUD that was rezoned earlier this year from R-1 to Planned Unit Development. He presented the conceptual plan, which was provided during the rezoning process. B.Morrissey stated that the preliminary plat includes 58 single-family lots, one outlot for stormwater detention, and the extension of multiple public streets. He noted that the preliminary plat shows one additional outlot, located near the NE corner that will not be developed at this time due to size constraints. He further said the preliminary plat generally aligns with the bulk regulations of the PUD and with what was shown on the Master Plan. B.Morrissey explained the details of the public street extensions and the creation of new streets along with the 8-foot and 5-foot sidewalks. He stated that access to the development will be from Brinmore Estates to the south; however, additional access from the north will come via NW State Street once its extended. He detailed information on how the area would be served by water, sanitary sewer along with stormwater. He noted that Outlot Z will be a wet-bottom detention pond and will discharge near the SE corner of the development. B.Morrissey said that there will be a landscape buffer installed in the rear of the lots that back up to the future NW State Street and parkland will be dedicated with a future phase of the development. Staff's recommendation is that the Plan and Zoning Commission recommend City Council approval of the Pheasant Trail Plat 1 Preliminary Plat. He asked if the Commission had any questions.

R.Weisheit inquired about the lot width for Lot 40, which was clarified by E.Jensen. There were no further questions from the Commission.

Bart Turk, Civil Engineering Consultants, 2400 86th Street, Des Moines representing Four Star Development stated that earlier this year the Moeckly Property rezoning was recommended to City Council, by the Commission, for approval. He said the Pheasant Trail Plat 1 Preliminary Plat consists of 21.22 acres and is the first phase of the development for the property. Bart Turk commented that they will be submitting construction plans and the final plat for review and approval; and anticipate construction to begin this fall. He said he would answer any questions the Commission may have.

T.Rapp confirmed that they have been working closely with City staff on this project since this will be the first geometrical alignment with the future NW State Street. Bart Turk responded yes.

There was no further questions or discussion from the Commission.

Motion by T.Rapp to recommend City Council approval of the Pheasant Trail Plat 1 Preliminary Plat. Second by R.Weisheit. All voted aye. Motion carried 6 – 0.

REPORTS

City Council Meeting

E.Jensen reported on his attendance at the July 5, 2022 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the July 19, 2022 Plan and Zoning Commission meeting and the June 2022 Building Permit Report.

Commissioner's Reports

A.Renaud shared that Summerfest 2022 begins Friday, July 8th.

MISCELLANEOUS ITEMS

July 18, 2022 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, motion by T.Rapp to adjourn the meeting. Meeting adjourned at 6:42 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Receive and file minutes of the Library Board of Trustee meeting of June 16, 2022.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

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

Thursday, June 16, 2022

Regular meeting: 6 p.m.

Location: Library, Teleconference

Present: Heather Lilienthal, Tamara Fujinaka, Gene Lucht, Cami Brazelton, John Meyer, Margery Pierce

Staff: Sam Mitchel, Holly Sealine

Topic	Discussion
Call to Order	Brazelton called the meeting to order.
Approval of Minutes	Motion made by Fujinaka to approve the minutes. Second by Lucht. Motion passed unanimously.
Consent Agenda	Financials update provided by Mitchel. Overall, the budget's run rate is at 96%.
Director's Report	Mitchel reported on staff activity, facility and City of Ankeny business. The library has had strong volunteer activity, especially high school seniors. Beth Schaefer started working as Circulation Manager.
Department Reports	The board reviewed monthly updates from department heads. The Summer Reading program has started. Over 800 people were at the Summer Reading kick off. More than 2800 kids have registered.
New Business	Tonight was the final meeting for Pierce and Brazelton. The Trustees
Adjournment	Brazelton made a motion to adjourn and Pierce second. Approved by all. The next meeting will be held July , 2022.
	Meyer moved to go into closed session. Second by Wiser. The trustees unanimously approved the motion to go into Executive Session, pursuant to the provisions of Iowa Code Section 21.5, subparagraph (i), "to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session." Fujinaka moved to close the executive session, second by Brazelton. All voted unanimously to close the session.

Respectfully submitted, Heather Lilienthal, Secretary

Approved: 7/21/22



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

Consider motion to approve cigarette/tobacco permit(s) 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. Tobacco Hut, 121 N Ankeny Blvd, Ankeny, IA (New) - Effective August 1, 2022 through June 30, 2023.

FISCAL IMPACT: **Yes**

Licensee(s) have paid the annual license fee of \$100.00 to the City of Ankeny, in accordance with Section 131.04 of the City of Ankeny Code of Ordinances.

CITY MANAGER'S RECOMMENDATIONS:

Approve the issuance of permit(s).

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Cigarette Applications

ABC Smoke	1325 SW Oralabor Rd, Ste 204
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke Shop	502 N Ankeny Blvd, Suite 12
C & C Smokers Outlet	121 N Ankeny Blvd
Cabaret Sports Bar & Grille	2785 N Ankeny Blvd, Suite 18
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 Irvinedale 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
Fleet Farm Store	3875 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
Grubb's Pub	1165 SW Ordinance Rd
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
Murphy USA	1006 SE National DR
Neighborhood Liquor House	833 E 1st Street, Ste. 102
Quick Trip #514	802 E 1st Street
Tim's BP/AMACO Service	102 N Ankeny Blvd
Tobacco Hut	121 N Ankeny Blvd
Vape World and Tobacco LLC	802 SE Oralabor Rd, Ste 121
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Walmart #892	1002 SE National Dr
Yankee Clipper	312 SW Maple Street



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Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. The Other Place - Ankeny Inc., d/b/a The Other Place, 2010 SE Delaware Ave., Ste. 260 - Class C Liquor License (LC) includes Outdoor Service, Sunday Sales (Renewal) - Effective August 14, 2022.

2. Kinseth Hospitality Company Inc., d/b/a Residence Inn Ankeny, 1515 SW Main St. - Class B Liquor

License (LB) includes Sunday Sales (Renewal) - Effective August 15, 2022.

3. Mojitos Inc., d/b/a Mojitos Inc., 802 SE Oralabor Rd, Ste. 102 - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective August 16, 2022.

4. KTB Premier Nails LLC, d/b/a Premier Nail Bar, 1510 SW Vintage Pkwy - Class C Liquor License (LC) includes Sunday Sales (Renewal) - Effective August 25, 2022. PENDING DRAM ENDORSEMENT

5. Casey's Marketing Co., d/b/a Casey's #3934, 1515 SE Corporate Woods Dr. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective August 26, 2022.

6. Casey's Marketing Co., d/b/a Casey's General Store #3827, 3605 NW Irvinedale Dr. - Class E Liquor License (LE) includes Sunday Sales (Renewal) - Effective August 26, 2022.

7. Firetrucker LLC, d/b/a Firetrucker Brewery, 716 SW 3rd St. - Class C Liquor License (LC) Extended Outdoor Privilege - Event August 20, 2022.

8. Houndstooth & Hooch, LLC, d/b/a Houchstooth & Hooch LLC, 1450 SW Vintage Pkwy, Ste. 130 - Class C Liquor License (LC) 5 Day License - Event August 5, 2022.

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #1 increasing the contract amount by \$16,489.00 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive project.

EXECUTIVE SUMMARY:

This change order is to add an item to pay for geogrid (Subgrade Stabilization Material). This was necessary due to soft soils on the north side of NE 36th Street from the beginning of the project through the intersection of Spectrum Drive, approximately 600'.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Change Order #1](#)

CHANGE ORDER FORM



Project Title: NE 36th Street Reconstruction- I-35 to NE Four Mile Drive
Contractor: Absolute Concrete Construction Inc.
Address: 1000 West 6th Avenue Slater, IA 50244
Finance Budget Code: 896.3896.4451 **Finance Project #** 896.4451
Vendor Project or Invoice #: 0 **PO #** 0
Original Contract Date: April 14, 2022 **Vendor #** 4997

Change Order Number: 1

Change Order Date: August 1, 2022

Purpose of Change Order:

The purpose of this change order is to add an item to pay for geogrid (Subgrade Stabilization Material). The use of geogrid was necessary due to soft soils encountered on the north side of NE 36th from Station 91+50 to 93+00 and at the intersection of Spectrum Drive.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
2.17	SUBGRADE STABILIZATION MAT'L, POLYMER GRID	SY	2,998.00	\$ 5.50	\$ 16,489.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the contract: **\$ 16,489.00**

Contractor Accepted: Absolute Concrete Construction Inc.

Firm Name

 Signature Date 7/20/2022

Engineer Approved: HR Green, Inc.

Firm Name
 Anthony Babcock
 Signature Date 7/20/2022

Owner Accepted: City of Ankeny

Signature Title
 Date

Attest for Owner:

Signature Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 5,069,501.00
1	August 1, 2022	\$ 16,489.00
2		
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Revised Contract Amount \$ 5,085,990.00



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Change Order #2 increasing the contract amount by \$33,596.33 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.

EXECUTIVE SUMMARY:
Unit Price Quantity Adjustment: Revised the project contract quantities according to what was installed.

Lost Circulation for Surface Casing: Circulation was lost when drilling the surface casing hole at approx. 240' below grade. This includes labor and materials beyond the contract and adding 11 days to the contract.

Cementing Primary Hole: Additional labor and materials to cement off two zones.

Additional Site Work: Recompectation at the east end of the infield and additional site work on the west end of the infield area.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Change Order #2

CHANGE ORDER FORM



Project Title: Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Contractor: Gingerich Well & Pump Service, LLC
Address: 1331 Hwy 1, Kalona, IA 52247
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: February 7, 2022 **Vendor #** 11387

Change Order Number: 2

Change Order Date: August 1, 2022

Purpose of Change Order:

Item 1 - Unit Price Quantity Adjustment: Revised the project Contract quantities according to the actual installed quantities per the attached table titled "Unit Price Contract Adjustments".

Item 2 - Lost Circulation for Surface Casing: Circulation was lost when drilling the surface casing hole starting at approximately 240 ft below grade. Item includes the labor and materials (Quick Gel, Poly Flake, and Cement) beyond the Contract requirements for "Lost Circulation" per Specification Section 33 11 13, Part 2.1.C to regain circulation. Item includes the addition of 11 days to the Contract. Revised Contract dates from Change Orders 1-2 are as follows; Substantial Completion: August 22nd, 2022 and Final Completion: August 29th, 2022.

Item 3 - Cementing Primary Hole: Item includes additional labor and materials to cement off two (2) zones; 750 ft to 800 ft and 1365 ft to 1380 ft below grade. An additional setup charge of \$5,200 is included due to the depth of the second zone. The remainder of the cost is for cement grout at the bid unit price.

Item 4 - Additional Site Work: Item includes recompaction at the East end of the Infield totaling \$6,700, which was not completed as part of the WWTP Demolition project (separate Contract) and additional site work on the West end of the infield area. Payment for east end work is equal to the credit deducted from the demolition contractor's payment. Additional West end site work includes removal of unsuitable soils, installation of well point to remove water, removal of tank piping, and backfilling area. Contractor is requesting a total of \$29,608.69 for the additional west end work. Due to uncertainty as to the cause of the very wet conditions, Engineer recommends payment of one-half of the requested amount or \$14,800.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Unit Price Quantity Adjustment	LS	1.00	\$ (106,788.00)	\$ (106,788.00)
2	Lost Circulation for Surface Casing	LS	1.00	\$ 41,394.50	\$ 41,394.50
3	Cementing Primary Hole	LS	1.00	\$ 77,489.83	\$ 77,489.83
4	Additional Site Work	LS	1.00	\$ 21,500.00	\$ 21,500.00

Change Order Number: 2 makes the following adjustments to the Contract: **\$ 33,596.33**

Contractor Accepted: Gingerich Well & Pump Service, LLC

Signature: [Signature] Date: 7/21/22
 Firm Name

Engineer Approved: FOX Strand

Signature: [Signature] Date: 7/21/2022
 Firm Name

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
 Date: _____

Attest for Owner:

Signature: _____ Title: _____
 Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 3,234,033.00
1	May 16, 2022	\$ 83,780.00
2	August 1, 2022	\$ 33,596.33
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15		

Revised Contract Amount **\$ 3,351,409.33**

Unit Price Contract Adjustments

[illegible]



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$298,620.34 to Absolute Concrete Construction, Inc. for construction services on the NE 36th Street Reconstruction - I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Payment No. 4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 1, 2022 **PAYMENT REQUEST #** 4
PAYMENT PERIOD: From: July 8, 2022 Through: July 22, 2022

Contract Summary

Original Contract Amount:	\$	5,069,501.00	
Net change by Change Orders:	\$	16,489.00	
Contract Amount to Date: (line 1 ± 2)	\$	5,085,990.00	
Total completed and stored to date:	\$	485,030.70	
Retainage: 5 % of Completed Work:	\$	24,251.54	
Total Earned less Retainage:	\$	460,779.16	
Less previous applications for payment:	\$	162,158.82	
SUBTOTAL	\$	298,620.34	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	298,620.34	
Balance to finish, including retainage:	\$	4,625,210.84	

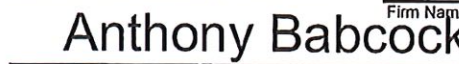
Contract Time Remaining (If applicable) 153.00 Working Days

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

Construction Contractor Approval: Absolute Concrete Construction Inc.


Signature _____ Firm Name _____ Date 7/22/2022

Engineer / Consultant Approval:


Signature _____ Firm Name **Anthony Babcock** Digitally signed by Anthony Babcock
DN: C=US, E=ababcock@ivgreen.com, OU=HR Green, CN=Anthony Babcock
Location: Ankeny, Ia
Reason: Pay Estimate 04 - NE 36th Street Reconstruction
Date: 2022.07.22 11:31:50-05'00' Date 7/22/2022

City of Ankeny Staff Approval:


Signature _____ Date 7/25/2022

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 2- EARTHWORK											
2.01	Clearing and Grubbing	LS	1.00		1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	-	100.00%
2.02	Topsoil, On-Site	CY	3,577.00		3,577.00	\$ 10.00	\$ 35,770.00	-	\$ -	3,577.00	0.00%
2.03	Topsoil, Off-Site	CY	1,649.00		1,649.00	\$ 15.00	\$ 24,735.00	-	\$ -	1,649.00	0.00%
2.04	Excavation, Class 10, Import	CY	8,208.00		8,208.00	\$ 8.00	\$ 65,664.00	-	\$ -	8,208.00	0.00%
2.05	Excavation, Class 10, Roadway and Borrow	CY	12,832.00		12,832.00	\$ 8.00	\$ 102,656.00	999.40	\$ 7,995.20	11,832.60	7.79%
2.06	Subgrade Preparation, 6"	SY	13,830.00		13,830.00	\$ 1.50	\$ 20,745.00	7,627.00	\$ 11,440.50	6,203.00	55.15%
2.07	Subgrade Preparation, 9"	SY	10,488.00		10,488.00	\$ 3.00	\$ 31,464.00	-	\$ -	10,488.00	0.00%
2.08	Subbase, Modified, 6"	SY	24,318.00		24,318.00	\$ 12.00	\$ 291,816.00	9,371.00	\$ 112,452.00	14,947.00	38.54%
2.09	Subbase, Modified, Asphalt Millings, 3"	SY	513.00		513.00	\$ 9.00	\$ 4,617.00	513.00	\$ 4,617.00	-	100.00%
2.10	Removal of Structure, Concrete Footing of Highway Sign	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	-	\$ -	6.00	0.00%
2.11	Removal of Known Pipe Culvert, CMP, 12"- 24" Dia.	LF	252.00		252.00	\$ 21.00	\$ 5,292.00	-	\$ -	252.00	0.00%
2.12	Removal of Known Pipe and Conduit, Subdrain, PVC, 6" Dia.	LF	663.00		663.00	\$ 15.00	\$ 9,945.00	-	\$ -	663.00	0.00%
2.13	Compaction Testing	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	-	\$ -	1.00	0.00%
2.14	Below Grade Excavation (Core Out)	CY	100.00		100.00	\$ 8.00	\$ 800.00	-	\$ -	100.00	0.00%
2.15	Granular Surfacing, 3" Recycled Concrete, 5" Depth	TON	130.00		130.00	\$ 35.00	\$ 4,550.00	68.80	\$ 2,408.00	61.20	52.92%
2.16	Locating and Repairing Field Tile	STA	30.00		30.00	\$ 2,200.00	\$ 66,000.00	-	\$ -	30.00	0.00%
2.17	SUBGRADE STABILIZATION MAT'L, POLYMER GRID	SY		2,998.00	2,998.00	\$ 5.50	\$ 16,489.00	2,998.00	\$ 16,489.00	-	100.00%
DIVISION 3 - TRENCH EXCAVATION AND BACKFILL											
3.01	Trench Compaction Testing	LS	1.00		1.00	\$10,000.00	\$ 10,000.00		\$ -	1.00	0.00%
DIVISION 4- SEWERS AND DRAINS											
4.01	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	161.00		161.00	\$ 130.00	\$ 20,930.00	-	\$ -	161.00	0.00%
4.02	Storm Sewer, Trenched, RCP, 2000D (Class III), 15" Dia.	LF	679.00		679.00	\$ 94.00	\$ 63,826.00	40.00	\$ 3,760.00	639.00	5.89%
4.03	Storm Sewer, Trenched, RCP, 2000D (Class III), 18" Dia.	LF	696.00		696.00	\$ 96.00	\$ 66,816.00	294.00	\$ 28,224.00	402.00	42.24%
4.04	Storm Sewer, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	225.00		225.00	\$ 121.00	\$ 27,225.00	-	\$ -	225.00	0.00%
4.05	Storm Sewer, Trenched, RCP, 2000D (Class III), 30" Dia.	LF	216.00		216.00	\$ 158.00	\$ 34,128.00	-	\$ -	216.00	0.00%
4.06	Storm Sewer, Trenched, RCP, 2000D (Class III), 36" Dia.	LF	763.00		763.00	\$ 200.00	\$ 152,600.00	-	\$ -	763.00	0.00%
4.07	Removal of Storm Sewer, RCP, 15" Dia.	LF	528.00		528.00	\$ 32.00	\$ 16,896.00	-	\$ -	528.00	0.00%
4.08	Pipe Culvert, Trenched, RCP, 2000D (Class III), 24" Dia.	LF	166.00		166.00	\$ 146.00	\$ 24,236.00	-	\$ -	166.00	0.00%
4.09	Pipe Culvert, Trenched, Low Clearance RCP, 2000D (Class III), 44" x 27"	LF	188.00		188.00	\$ 271.00	\$ 50,948.00	-	\$ -	188.00	0.00%
4.10	Pipe Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 2,700.00	\$ 10,800.00	-	\$ -	4.00	0.00%
4.11	Pipe Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00	-	\$ -	1.00	0.00%
4.12	Pipe Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 4,700.00	\$ 18,800.00	-	\$ -	4.00	0.00%
4.13	Footing for Concrete Apron, RCP, 24" Dia.	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	-	\$ -	4.00	0.00%
4.14	Footing for Concrete Apron, RCP, 36" Dia.	EA	1.00		1.00	\$ 715.00	\$ 715.00	-	\$ -	1.00	0.00%
4.15	Footing for Concrete Apron, RCAP, Type 1, 44" x 27"	EA	4.00		4.00	\$ 715.00	\$ 2,860.00	-	\$ -	4.00	0.00%
4.16	Pipe Apron Guard	EA	7.00		7.00	\$ 3,400.00	\$ 23,800.00	-	\$ -	7.00	0.00%
4.17	Subdrain, Case A, Type 1, PVC, 6" Dia.	LF	5,124.00		5,124.00	\$ 30.00	\$ 153,720.00	566.00	\$ 16,980.00	4,558.00	11.05%
4.18	Subdrain Cleanout, Type B, 24"	EA	2.00		2.00	\$ 3,000.00	\$ 6,000.00	1.00	\$ 3,000.00	1.00	50.00%
4.19	Subdrain Outlets and Connections, Outlet to Ditch, CMP, 8"	EA	12.00		12.00	\$ 540.00	\$ 6,480.00	-	\$ -	12.00	0.00%
4.20	Subdrain Outlets and Connections, Outlet into Structure, CMP, 6"	EA	40.00		40.00	\$ 211.00	\$ 8,440.00	-	\$ -	40.00	0.00%
DIVISION 5- WATER MAINS AND APPURTENANCES											
5.01	Water Main, Trenched, DI Class 52 or PVC DR 18, Restrained Joint, 10"	LF	120.00		120.00	\$ 95.00	\$ 11,400.00	117.00	\$ 11,115.00	3.00	97.50%
5.02	Fitting, DI MJ Solid Sleeve, 10"	EA	1.00		1.00	\$ 2,500.00	\$ 2,500.00	-	\$ -	1.00	0.00%
5.03	Fitting, DI MJ Reducer, 10" x 6"	EA	1.00		1.00	\$ 850.00	\$ 850.00	1.00	\$ 850.00	-	100.00%
5.04	Water Main Removal, PVC, 3"	LF	1,370.00		1,370.00	\$ 15.00	\$ 20,550.00	-	\$ -	1,370.00	0.00%
5.05	Fire Hydrant Assembly	EA	2.00		2.00	\$ 8,000.00	\$ 16,000.00	1.00	\$ 8,000.00	1.00	50.00%
5.06	Valve Box Adjustment (Minor)	EA	1.00		1.00	\$ 331.00	\$ 331.00	-	\$ -	1.00	0.00%
5.07	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 1,563.00	\$ 1,563.00	-	\$ -	1.00	0.00%
5.08	Flushing Device (Blowoff) Removal, 3"	EA	1.00		1.00	\$ 960.00	\$ 960.00	-	\$ -	1.00	0.00%
DIVISION 6- STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	Manhole, SW-301, 48 inch	EA	2.00		2.00	\$12,000.00	\$ 24,000.00	-	\$ -	2.00	0.00%
6.02	Manhole, SW-401, 72 inch	EA	1.00		1.00	\$ 6,700.00	\$ 6,700.00	-	\$ -	1.00	0.00%
6.03	Manhole, SW-402, 4 ft. x 4 ft.	EA	1.00		1.00	\$12,000.00	\$ 12,000.00	-	\$ -	1.00	0.00%
6.04	Intake, SW-505 with SW-603 Type R Casting	EA	9.00		9.00	\$ 7,500.00	\$ 67,500.00	-	\$ -	9.00	0.00%
6.05	Intake, SW-506 with SW-603 Type R Casting and Manhole	EA	11.00		11.00	\$13,000.00	\$ 143,000.00	2.00	\$ 26,000.00	9.00	18.18%
6.06	Intake, SW-506, Modified, Full Box with Type R Casting and Manhole	EA	1.00		1.00	\$21,000.00	\$ 21,000.00	-	\$ -	1.00	0.00%
6.07	Intake, SW-512, 24 inch	EA	1.00		1.00	\$ 5,000.00	\$ 5,000.00	-	\$ -	1.00	0.00%
6.08	Connection to Existing Intake	EA	1.00		1.00	\$ 5,200.00	\$ 5,200.00	-	\$ -	1.00	0.00%
6.09	Remove Intake, SW-506	EA	1.00		1.00	\$ 2,200.00	\$ 2,200.00	-	\$ -	1.00	0.00%
6.10	Remove Intake, SW-512	EA	1.00		1.00	\$ 1,600.00	\$ 1,600.00	-	\$ -	1.00	0.00%
6.11	Remove Intake, Field Tile	EA	1.00		1.00	\$ 730.00	\$ 730.00	-	\$ -	1.00	0.00%
DIVISION 7- STREETS AND RELATED WORK											
7.01	Pavement, PCC Class C-SUD, 9"	SY	20,977.00		20,977.00	\$ 90.00	\$ 1,887,930.00	-	\$ -	20,977.00	0.00%
7.02	Curb and Gutter, 3.0', 9", Wide	LF	227.00		227.00	\$ 43.00	\$ 9,761.00	-	\$ -	227.00	0.00%
7.03	Concrete Median, 6"	SY	241.00		241.00	\$ 74.00	\$ 17,834.00	-	\$ -	241.00	0.00%
7.04	Granular Shoulder, Type A, 4"	TON	214.00		214.00	\$ 35.00	\$ 7,490.00	-	\$ -	214.00	0.00%
7.05	Removal of Sidewalk	SY	210.00		210.00	\$ 10.00	\$ 2,100.00	190.00	\$ 1,900.00	20.00	90.48%
7.06	Removal of Driveway	SY	600.00		600.00	\$ 10.00	\$ 6,000.00	54.00	\$ 540.00	546.00	9.00%
7.07	Sidewalk, PCC, 4"	SY	497.00		497.00	\$ 57.00	\$ 28,329.00	-	\$ -	497.00	0.00%
7.08	Sidewalk, PCC, 5"	SY	277.00		277.00	\$ 63.00	\$ 17,451.00	-	\$ -	277.00	0.00%
7.09	Sidewalk, PCC, 6"	SY	150.00		150.00	\$ 84.00	\$ 12,600.00	-	\$ -	150.00	0.00%
7.10	Detectable Warning, Cast Iron	SF	123.00		123.00	\$ 65.00	\$ 7,995.00	-	\$ -	123.00	0.00%
7.11	Driveway, Paved, PCC, 7"	SY	539.00		539.00	\$ 78.00	\$ 42,042.00	-	\$ -	539.00	0.00%
7.12	Pavement Removal	SY	10,875.00		10,875.00	\$ 10.00	\$ 108,750.00	3,682.00	\$ 36,820.00	7,193.00	33.86%
7.13	Curb and Gutter Removal	LF	227.00		227.00	\$ 10.00	\$ 2,270.00	184.00	\$ 1,840.00	43.00	81.06%
DIVISION 8- TRAFFIC CONTROL											
8.01	Traffic Signal, Spectrum Drive	LS	1.00		1.00	\$275,000.00	\$ 275,000.00	-	\$ -	1.00	0.00%
8.02	Removal of 36/SM/12MM Fiber Optic Cable	LF	4,000.00		4,000.00	\$ 1.50	\$ 6,000.00	-	\$ -	4,000.00	0.00%
8.03	Installation of City Provided Fiber Optic Cable, SM, 96-CNT	LF	6,300.00		6,300.00	\$ 2.00	\$ 12,600.00	-	\$ -	6,300.00	0.00%
8.04	Installation of Existing 36SM/12MM Fiber Optic Cable	LF	200.00		200.00	\$ 2.00	\$ 400.00	-	\$ -	200.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

8.05	Cable, Fiber Optic, Tracer 1c #10	LF	2,200.00		2,200.00	\$ 1.00	\$ 2,200.00	-	\$ -	2,200.00	0.00%
8.06	Cable, Fiber Optic, Pull Rope	LF	2,200.00		2,200.00	\$ 0.75	\$ 1,650.00	-	\$ -	2,200.00	0.00%
8.07	Conduit, Fiber Optic, Blue HDPE, 2" Diameter	LF	3,800.00		3,800.00	\$ 7.00	\$ 26,600.00	-	\$ -	3,800.00	0.00%
8.08	Conduit, Fiber Optic, Orange HDPE, 2" Diameter	LF	1,900.00		1,900.00	\$ 7.00	\$ 13,300.00	-	\$ -	1,900.00	0.00%
8.09	Handhole, Type 3 "TUB" 24" x 36" and Ex. Fiber Conduits Sweeping	EA	5.00		5.00	\$ 1,800.00	\$ 9,000.00	-	\$ -	5.00	0.00%
8.10	Handhole, Type 4 "TUB" 30" x 48" and Ex. Fiber Conduits Sweeping	EA	2.00		2.00	\$ 2,000.00	\$ 4,000.00	-	\$ -	2.00	0.00%
8.11	Handhole, Type 3 "TUB" 24" x 36"	EA	4.00		4.00	\$ 1,600.00	\$ 6,400.00	-	\$ -	4.00	0.00%
8.12	Handhole, Type 4 "TUB" 30" x 48"	EA	3.00		3.00	\$ 1,800.00	\$ 5,400.00	-	\$ -	3.00	0.00%
8.13	Splice Enclosure/Case	EA	2.00		2.00	\$ 500.00	\$ 1,000.00	-	\$ -	2.00	0.00%
8.14	Fiber Optic Splice	EA	36.00		36.00	\$ 55.00	\$ 1,980.00	-	\$ -	36.00	0.00%
8.15	Fiber Optic Termination	EA	24.00		24.00	\$ 55.00	\$ 1,320.00	-	\$ -	24.00	0.00%
8.16	Fiber Enclosure, 1 Panel Capacity, SPH-01P, Din Rail Mounted	EA	1.00		1.00	\$ 215.00	\$ 215.00	-	\$ -	1.00	0.00%
8.17	CCH Panel, 12 ct, CCH-CP12-A9-P03RH	EA	1.00		1.00	\$ 585.00	\$ 585.00	-	\$ -	1.00	0.00%
8.18	Painted Pavement Markings, Durable	STA	150.00		150.00	\$ 100.00	\$ 15,000.00	-	\$ -	150.00	0.00%
8.19	Painted Symbols and Legends, Durable	EA	21.00		21.00	\$ 325.00	\$ 6,825.00	-	\$ -	21.00	0.00%
8.20	Raised Pavement Markers	EA	170.00		170.00	\$ 9.50	\$ 1,615.00	-	\$ -	170.00	0.00%
8.21	Grooves Cut for Pavement Markings	STA	140.00		140.00	\$ 85.00	\$ 11,900.00	-	\$ -	140.00	0.00%
8.22	Grooves Cut for Symbols and Legends	EA	21.00		21.00	\$ 125.00	\$ 2,625.00	-	\$ -	21.00	0.00%
8.23	Temporary Traffic Control	LS	1.00		1.00	\$55,000.00	\$ 55,000.00	0.25	\$ 13,750.00	0.75	25.00%
8.24	Portable Dynamic Message Sign (PDMS)	DAY	120.00		120.00	\$ 75.00	\$ 9,000.00	30.00	\$ 2,250.00	90.00	25.00%
8.25	Removal of Type A Sign Assembly	EA	10.00		10.00	\$ 75.00	\$ 750.00	-	\$ -	10.00	0.00%
8.26	Install Type A Sign Assembly	EA	26.00		26.00	\$ 375.00	\$ 9,750.00	-	\$ -	26.00	0.00%
8.27	Removal and Reinstall Type B Sign Assembly	EA	3.00		3.00	\$ 1,750.00	\$ 5,250.00	-	\$ -	3.00	0.00%
8.28	PSSIP Anchor Triangular S/P-Base Assembly for Type B Sign Assembly	EA	2.00		2.00	\$ 475.00	\$ 950.00	-	\$ -	2.00	0.00%
8.29	Concrete Footing for Breakaway Type B Sign Post, 2'-8" Dia. x 7'-6"	EA	4.00		4.00	\$ 2,000.00	\$ 8,000.00	-	\$ -	4.00	0.00%
8.30	Steel Breakaway Sign Post for Type B Signs, W8 x W21	LF	22.00		22.00	\$ 125.00	\$ 2,750.00	-	\$ -	22.00	0.00%
DIVISION 9- SITE WORK AND LANDSCAPING											
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	8.70		8.70	\$ 500.00	\$ 4,350.00	1.00	\$ 500.00	7.70	11.49%
9.02	Conventional Seeding, Seeding and Fertilizing, Type 6	AC	5.80		5.80	\$ 2,500.00	\$ 14,500.00	-	\$ -	5.80	0.00%
9.03	Hydraulic Mulching, Bonded Fiber Matrix (BFM)	AC	5.80		5.80	\$ 3,800.00	\$ 22,040.00	-	\$ -	5.80	0.00%
9.04	Filter Sock, 9" Dia.	LF	9,250.00		9,250.00	\$ 2.00	\$ 18,500.00	-	\$ -	9,250.00	0.00%
9.05	Filter Sock, 12" Dia.	LF	240.00		240.00	\$ 4.00	\$ 960.00	-	\$ -	240.00	0.00%
9.06	Filter Sock, Removal	LF	9,490.00		9,490.00	\$ 0.40	\$ 3,796.00	-	\$ -	9,490.00	0.00%
9.07	Check Dam, Rock	TON	24.00		24.00	\$ 75.00	\$ 1,800.00	-	\$ -	24.00	0.00%
9.08	Rip Rap, Class E Revetment	TON	131.00		131.00	\$ 75.00	\$ 9,825.00	-	\$ -	131.00	0.00%
9.09	Rip Rap, Erosion Stone	TON	42.00		42.00	\$ 75.00	\$ 3,150.00	-	\$ -	42.00	0.00%
9.10	Silt Fence or Silt Fence Ditch Check	LF	7,250.00		7,250.00	\$ 2.00	\$ 14,500.00	-	\$ -	7,250.00	0.00%
9.11	Silt Fence of Silt Fence Ditch Check, Removal of Device	LF	7,250.00		7,250.00	\$ 0.10	\$ 725.00	-	\$ -	7,250.00	0.00%
9.12	Stabilized Construction Entrance	SY	480.00		480.00	\$ 10.00	\$ 4,800.00	-	\$ -	480.00	0.00%
9.13	Erosion Control Mulching, Conventional	AC	8.70		8.70	\$ 600.00	\$ 5,220.00	1.00	\$ 600.00	7.70	11.49%
9.14	Inlet Protection Device, Drop-in	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	-	\$ -	50.00	0.00%
9.15	Inlet Protection Device, Surface Applied	EA	50.00		50.00	\$ 200.00	\$ 10,000.00	-	\$ -	50.00	0.00%
9.16	Inlet Protection Device, Maintenance	EA	100.00		100.00	\$ 25.00	\$ 2,500.00	-	\$ -	100.00	0.00%
DIVISION 10- DEMOLITION											
10.01	Demolition of Building Structures	LS	1.00		1.00	\$37,500.00	\$ 37,500.00	1.00	\$ 37,500.00	-	100.00%
DIVISION 11- MISCELLANEOUS											
11.01	Mobilization	LS	1.00		1.00	\$500,000.00	\$ 500,000.00	0.25	\$ 125,000.00	0.75	25.00%
11.02	Maintenance of Postal Service	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	0.30	\$ 3,000.00	0.70	30.00%
11.03	Concrete Washout	LS	1.00		1.00	\$10,000.00	\$ 10,000.00	-	\$ -	1.00	0.00%
</											



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #27 in the amount of \$20,030.31 to Civil Design Advantage for engineering services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #27

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Contractor: Civil Design Advantage

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

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

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

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

Date of Council Meeting 8/1/2022 **PAYMENT REQUEST #** 27

PAYMENT PERIOD: From: 06/06/22 through: 07/03/22

Contract Summary

Original Contract Amount:	\$	319,825.00
Net change by Change Orders:	\$	382,040.00
Contract Amount to Date: (line 1 ± 2)	\$	701,865.00

Total completed and stored to date:	\$	607,422.81
Retainage: % of Completed Work:	\$	-
Total Earned less Retainage:	\$	607,422.81
Less previous applications for payment:	\$	587,392.50
SUBTOTAL	\$	20,030.31

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

CURRENT PAYMENT DUE \$ 20,030.31

Balance to finish, including retainage: \$ 94,442.19

Contract Time Remaining (If applicable) - CALENDAR DAYS

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Civil Design Advantage

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

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

Date Printed: 7/21/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/6/2020	\$ 3,006.82
2	4/20/2020	\$ 10,124.88
3	6/15/2020	\$ 64,848.50
4	7/20/2020	\$ 23,002.40
5	8/17/2020	\$ 49,467.25
6	9/21/2020	\$ 21,149.25
7	10/19/2020	\$ 44,163.30
8	11/16/2020	\$ 23,739.55
9	12/21/2020	\$ 18,016.50
10	1/18/2021	\$ 16,663.68
11	2/15/2021	\$ 31,705.63
12	3/15/2021	\$ 12,534.60
13	4/19/2021	\$ 19,870.89
14	5/17/2021	\$ 18,899.17
15	6/21/2021	\$ 16,209.06
16	7/19/2021	\$ 24,988.55
17	8/16/2021	\$ 30,259.52
18	9/20/2021	\$ 23,842.81
19	10/18/2021	\$ 21,762.06
20	11/15/2021	\$ 20,029.36
21	12/20/2021	\$ 21,584.30
22	1/17/2022	\$ 27,090.03
23	2/21/2022	\$ 4,869.98
24	4/18/2022	\$ 6,985.97
25	5/16/2022	\$ 13,408.89
26	6/20/2022	\$ 19,169.55
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TOTAL \$ 587,392.50

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Record of Change Orders

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

Contract Time Remaining:

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

Invoice

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

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

July 15, 2022
Project No: 2002.053
Invoice No: 37765

Project 2002.053 C. Ankeny - NW 18th Street Extension

Professional Services from June 6, 2022 through July 03, 2022

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

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	37765
Task	601	Construction Staking		
Professional Personnel				
		Hours	Rate	Amount
Principal/Senior Land Surveyor		.50	191.00	95.50
Technician 1		16.00	56.00	896.00
Senior Technician		14.00	142.00	1,988.00
Total Labor				2,979.50
Total this Task				\$2,979.50
Task	602	Construction Observation		
Total this Task				0.00
Task	603	Construction Administration		
Total this Task				0.00
Task	604	Shop Drawings		
Total this Task				0.00
Task	605	Record Drawings		
Total this Task				0.00
Task	606	Construction Observ. after Working Days		
Professional Personnel				
		Hours	Rate	Amount
Principal/Senior Engineer		1.00	191.00	191.00
Technician 1		12.00	56.00	672.00
Technician 3		21.00	78.00	1,638.00
Technician 4		70.50	89.00	6,274.50
Total Labor				8,775.50
Total this Task				\$8,775.50
Task	607	Construction Admin after Working Days		
Professional Personnel				
		Hours	Rate	Amount
Engineer 6		9.00	144.00	1,296.00
Engineer 8		33.00	166.00	5,478.00
Technician 3		14.50	78.00	1,131.00
Total Labor				7,905.00
Total this Task				\$7,905.00
Task	701	Geotechnical Investigation		
Total this Task				0.00
Task	702	Phase 1 Environmental Assessment		
Total this Task				0.00
Task	703	Wetland Services		
Total this Task				0.00
Task	704	Right-of-Way Services		
Total this Task				0.00

Project	2002.053	C. Ankeny - NW 18th Street Extension	Invoice	37765
Task	705	Geotechnical Observation (ABE)		
			Total this Task	0.00
Task	998	Permits & Fees		
			Total this Task	0.00
Task	999	Reimbursable Expenses		
Reimbursable Expenses				
Employee Mileage Reimb				
6/20/2022	Mileage	26.0 miles @ 0.585	15.21	
6/30/2022	Mileage	22.0 miles @ 0.585	12.87	
	Total Reimbursables		28.08	28.08
Unit Billing				
6/6/2022	Mileage	585.0 miles @ 0.585	342.23	
	Total Units		342.23	342.23
			Total this Task	\$370.31
Billing Limits				
		Current	Prior	To-Date
Total Billings		20,030.31	587,392.50	607,422.81
Limit				701,865.00
Remaining				94,442.19
			Total this Invoice	<u>\$20,030.31</u>
Project Manager	Joshua Trygstad			



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

July 21, 2022

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

RE: Billing Information Report #27
NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive
Ankeny, Iowa
CDA 2002.053

Dear Jim:

Enclosed, please find a copy of Billing Information Report #27 for the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive.

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

Please contact me with any comments or questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Josh Trygstad, P.E.
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #25 in the amount of \$82,812.47 to Foth Infrastructure and Environment, LLC for engineering services on the West First Street Widening and Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #25

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 1, 2022 **PAYMENT REQUEST #** 25
PAYMENT PERIOD: From: May 1, 2022 Through: June 30, 2022

Contract Summary

Original Contract Amount:	\$	237,720.00	
Net change by Change Orders:	\$	2,068,135.00	
Contract Amount to Date: (line 1 ± 2)	\$	2,305,855.00	
Total completed and stored to date:	\$	2,003,915.11	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	2,003,915.11	
Less previous applications for payment:	\$	1,921,102.64	
SUBTOTAL	\$	82,812.47	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 82,812.47

Balance to finish, including retainage: \$ 301,939.89

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 and Environment, LLC

Firm Name

Bradley D. Hopkey

Digitally signed by Bradley D. Hopkey
DN: cn=Bradley D. Hopkey, o=Foth Infrastructure & Environment, LLC, ou=Infrastructure Division, cn=Bradley D. Hopkey
Please: I am approving this document
Date: 2022.07.12 10:10:00

July 12, 2022

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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TOTAL \$ 1,921,102.64

Record of Change Orders

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

Contract Time Remaining

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



Summary of Services Report - Project Code: 970.4210

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

Period: May 1, 2022 – June 30, 2022

Work Completed:

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

- Project coordination
- Utility coordination with MidAm gas & electric
- Utility coordination with Lumen and MediaCom
- Construction admin/observation for roadway construction.
- Construction survey
- Pay Request #11

Work Scheduled:

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

- Construction admin/observation for Stage 2 and Stage 3 of roadway project.
- Minor plan changes related to sidewalk details around signal pole bases.
- Continued coordination with private utilities. Verizon, Lumens & MediaCom
- Pay request #12 & change order #4

Submittal Schedule:

The following dates are according to the original project contract:

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

General Comments:

Invoice

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

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

June 09, 2022

Project No: 0018A039.01

Invoice No: 78153

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

Invoice Total USD 31,688.15

Project 0018A039.01 West First Street Widening

Professional Services through May 31, 2022

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	25.50	190.00	4,845.00
Staff Engineer II	2.50	126.00	315.00
Technician VI	2.00	137.00	274.00
Technician III	169.00	111.00	18,759.00
Technician II	10.00	97.00	970.00
Technician I	46.30	80.00	3,704.00
Construction Manager	12.00	168.00	2,016.00
Totals	267.30		30,883.00
Total Labor			30,883.00

Subconsultants 276.50

Expenses 528.65

Billing Limits	Current	Prior	To-Date
Total Billings	31,688.15	1,921,102.64	1,952,790.79
Limit			2,305,855.00
Remaining			353,064.21

Total This Invoice USD 31,688.15

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 5093, De Pere, WI 54115-5093

July 12, 2022

Project No: 0018A039.01

Invoice No: 78687

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

Invoice Total USD 51,124.32

Project 0018A039.01 West First Street Widening

Professional Services through June 30, 2022

Professional Personnel

	Hours	Rate	Amount
Lead Project Engineer	41.50	190.00	7,885.00
Planner II	1.20	135.00	162.00
Technician VI	19.50	137.00	2,671.50
Technician IV	18.50	122.00	2,257.00
Technician III	213.00	111.00	23,643.00
Technician II	30.50	97.00	2,958.50
Technician I	7.50	80.00	600.00
Construction Manager	46.50	168.00	7,812.00
Project Administrator II	1.00	98.00	98.00
Totals	379.20		48,087.00
Total Labor			48,087.00

Subconsultants 1,828.74

Expenses 1,208.58

Billing Limits	Current	Prior	To-Date
Total Billings	51,124.32	1,952,790.79	2,003,915.11
Limit			2,305,855.00
Remaining			301,939.89

Total This Invoice USD 51,124.32

INVOICE



INVOICE NO: 1810519-0
INVOICE DATE: May 25, 2022

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

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

PROJECT: **West First Street PCC Pavement Stages 2 & 3**
Ankeny, IA
No: 2-8538

PO Reference: IE-P00000955
Services for period of 4/1/2022 through 4/30/2022
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	2.50	hour	Field Testing of Compacted Subgrade/Granular Subbase	49.00	122.50
2	2.00	hour	Field Inspection of PCC Paving - Handwork	49.00	98.00
3	50.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	49.00
4	50.00	mile	Fuel Surcharge	0.14	7.00

Invoice Total: 276.50

Amount Received: \$0.00

Amount Due: **\$276.50**

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

Billing summary through: 5/25/2022

Total billed: \$1,068.85
Total Received: \$0.00
Balance: \$1,068.85

Budget summary through: 05/26/2022

Project Budget: \$25,484.22
Total Billed: \$1,068.85
Budget Remaining: \$24,415.37

Pay by Credit Card

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

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email

INVOICE

INVOICE NO: 1810872-0

INVOICE DATE: June 22, 2022



REMIT
TO:

TEAM Services, Inc.

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

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

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

Ankeny, IA
No: 2-8538

PO Reference: IE-P00000955

Services for period of 5/1/2022 through 5/31/2022

Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	1.50	hour	Field Testing of Compacted Subgrade/Granular Subbase	49.00	73.50
2	6.50	hour	Field Testing of Compacted Trench Backfill	49.00	318.50
3	0.25	hour	Field Inspection of PCC Paving - Mainline	49.00	12.25
4	4.25	hour	Field Inspection of PCC Paving - Handwork	49.00	208.25
5	6.00	hour	Sample Pickup	49.00	294.00
6	4.00	test	Flexural Strength of Concrete Beams (ASTM C78/C296) FOB our Laboratory	50.00	200.00
7	10.00	test	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds	15.00	150.00
8	3.00	test	Sieve Analysis (Includes No. 200 Sieve Wash)	106.00	318.00
9	227.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	222.46
10	227.00	mile	Fuel Surcharge	0.14	31.78

Invoice Total: 1828.74

Amount Received: \$0.00

Amount Due: **\$1,828.74**

Foth project # 18A039.014 Phase 85 Task 855

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

Billing summary through: 6/22/2022

Total billed: \$2,897.59
Total Received: \$792.35
Balance: \$2,105.24

Budget summary through: 06/23/2022

Project Budget: \$25,484.22
Total Billed: \$2,897.59
Budget Remaining: \$22,586.63

Pay by Credit Card

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

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$1,464,706.93 to Gingerich Well & Pump Service, LLC, for construction services on the Well No. 7/ASR No. 3 - Bid Package 1 - Well Construction project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
Contractor: Gingerich Well & Pump Service, LLC
Address: 1331 Hwy 1, Kalona, IA 52247
Finance Budget Code: 632.3632.4450 Finance Project #: 632.4450
Vendor Project or Invoice #: N/A PO #: N/A
Original Contract Date: February 7, 2022 Vendor #: 11387

Date of Council Meeting: August 1, 2022 PAYMENT REQUEST # 4
PAYMENT PERIOD: From: June 21, 2022 Through: July 20, 2022

Contract Summary

Original Contract Amount:	\$	3,234,033.00	
Net change by Change Orders:	\$	117,376.33	
Contract Amount to Date: (line 1 ± 2)	\$	3,351,409.33	
Total completed and stored to date:	\$	3,106,109.33	
Retainage: 5 % of Completed Work:	\$	155,305.47	
Total Earned less Retainage:	\$	2,950,803.86	
Less previous applications for payment:	\$	1,486,096.93	
SUBTOTAL	\$	1,464,706.93	
OTHER CHARGES (Attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	1,464,706.93	

Balance to finish, including retainage: \$ 400,605.47

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: Gingerich Well & Pump Service, LLC
Signature: [Signature] Firm Name: Date: 7/21/22

Engineer / Consultant Approval: FOX Strand
Signature: Taylor Stapper Firm Name: Date: 7/21/2022

City of Ankeny Staff Approval: [Signature] Date: 7/21/22

Submit to: Don Clark, P.E. - Director of Municipal Utilities
E-mail: DClark@Ankenylowa.gov Phone: (515) 963-3529 Fax: (515) 963-3529

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	April 22, 2022	\$ 639,806.53
2	May 20, 2022	\$ 474,840.40
3	June 20, 2022	\$ 371,450.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 1,486,096.93

Record of Change Orders

No.	Date	Amount
1	May 6, 2022	\$ 83,760.00
2	August 1 2022	\$ 33,596.33
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CHANGE ORDER TOTAL = \$ 117,376.33

Please update Payment Application Sheet

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

Contractor's Application for Payment

Owner: <u>City of Ankeny</u> Engineer: <u>FOX Strand</u> Contractor: <u>Gingerich Well & Pump Service, LLC</u> Project: <u>Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>3379-20A</u> Contractor's Project No.: _____																								
Application No.: <u>4</u> Application Date: <u>8/1/2022</u>																									
Application Period: From <u>6/21/2022</u> to <u>7/20/2022</u>																									
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">1. Original Contract Price</td><td style="width: 30%; text-align: right;">\$ 3,234,033.00</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$ 117,376.33</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$ 3,351,409.33</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$ 3,106,109.33</td></tr><tr><td colspan="2">5. Retainage</td></tr><tr><td style="padding-left: 20px;">a. 5% X \$ 3,106,109.33 Work Completed =</td><td style="text-align: right;">\$ 155,305.47</td></tr><tr><td style="padding-left: 20px;">b. 5% X \$ - Stored Materials =</td><td style="text-align: right;">\$ -</td></tr><tr><td style="padding-left: 20px;">c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$ 155,305.47</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$ 2,950,803.86</td></tr><tr><td>7. Less previous payments (Line 6 from prior application)</td><td style="text-align: right;">\$ 1,486,096.93</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$ 1,464,706.93</td></tr><tr><td>9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)</td><td style="text-align: right;">\$ 400,605.47</td></tr></table>		1. Original Contract Price	\$ 3,234,033.00	2. Net change by Change Orders	\$ 117,376.33	3. Current Contract Price (Line 1 + Line 2)	\$ 3,351,409.33	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 3,106,109.33	5. Retainage		a. 5% X \$ 3,106,109.33 Work Completed =	\$ 155,305.47	b. 5% X \$ - Stored Materials =	\$ -	c. Total Retainage (Line 5.a + Line 5.b)	\$ 155,305.47	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,950,803.86	7. Less previous payments (Line 6 from prior application)	\$ 1,486,096.93	8. Amount due this application	\$ 1,464,706.93	9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 400,605.47
1. Original Contract Price	\$ 3,234,033.00																								
2. Net change by Change Orders	\$ 117,376.33																								
3. Current Contract Price (Line 1 + Line 2)	\$ 3,351,409.33																								
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5. Retainage																									
a. 5% X \$ 3,106,109.33 Work Completed =	\$ 155,305.47																								
b. 5% X \$ - Stored Materials =	\$ -																								
c. Total Retainage (Line 5.a + Line 5.b)	\$ 155,305.47																								
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8. Amount due this application	\$ 1,464,706.93																								
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 400,605.47																								
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: <u>Gingerich Well & Pump</u> Signature: <u>[Signature]</u> Date: <u>7/21/22</u>																									
Recommended by Engineer By: <u>Taylor Stapper</u> Title: <u>Assistant Project Manager</u> Date: <u>6/21/2022</u>	Approved by Owner By: _____ Title: _____ Date: _____																								
Approved by Funding Agency By: _____ Title: _____ Date: _____	By: _____ Title: _____ Date: _____																								

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Ankeny
 Engineer: FOX Strand
 Contractor: Gingerich Well & Pump Service, LLC
 Project: Well No. 7 / ASR No. 3 - Bid Package 1 - Well Construction
 Contract:

Owner's Project No.:
 Engineer's Project No.: 3379-20A
 Contractor's Project No.:

Application No.: 4				Application Period: From 06/21/22 to 07/20/22			Application Date: 08/01/22				
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information			Value of Bid Item (C X E)	Work Completed		Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)		Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	Mobilization/Demobilization	1.00	LS	375,000.00	375,000.00	1.00	375,000.00	-	375,000.00	100%	-
2	Storm Water Pollution Prevention Plan (SWPPP)	1.00	LS	25,000.00	25,000.00	1.00	25,000.00	-	25,000.00	100%	-
3	Well Water Pollution Prevention Plan (WWPPP)	1.00	LS	105,000.00	105,000.00	1.00	105,000.00	-	105,000.00	100%	-
4	Drilled Hole & Surface Casing	344.00	LF	565.00	194,360.00	344.00	194,360.00	-	194,360.00	100%	-
5	22" Drilled Hole	1,794.00	LF	355.00	636,870.00	1,794.00	636,870.00	-	636,870.00	100%	-
6	Ream 22" Drilled Hole to 28" Drilled Hole	473.00	LF	565.00	267,245.00	473.00	267,245.00	-	267,245.00	100%	-
7	24" Well Casing	817.00	LF	310.00	253,270.00	817.00	253,270.00	-	253,270.00	100%	-
8	18" Well Casing	1,321.00	LF	248.00	327,608.00	1,321.00	327,608.00	-	327,608.00	100%	-
9	Grouting Set-Up & Removal	2.00	LS	45,000.00	90,000.00	2.00	90,000.00	-	90,000.00	100%	-
10	Grout Casing	2,700.00	Sacks	42.00	113,400.00	2,700.00	113,400.00	-	113,400.00	100%	-
11	Mechanical Integrity Pressure Testing	1.00	LS	20,000.00	20,000.00	1.00	20,000.00	-	20,000.00	100%	-
12	16" Drilled Hole	332.00	LF	315.00	104,580.00	332.00	104,580.00	-	104,580.00	100%	-
13	Cement Bond Log	1.00	LS	25,000.00	25,000.00	1.00	25,000.00	-	25,000.00	100%	-
14	Well Development Set-Up & Removal	1.00	LS	43,000.00	43,000.00	1.00	43,000.00	-	43,000.00	100%	-
15	Well Development	48.00	HRS	525.00	25,200.00	48.00	25,200.00	-	25,200.00	100%	-
16	Production Pump Test Set-Up & Removal	1.00	LS	120,000.00	120,000.00	-	-	-	-	0%	120,000.00
17	Well Production Pump Test	72.00	HRS	500.00	36,000.00	-	-	-	-	0%	36,000.00
18	Water Quality Testing	1.00	LS	5,000.00	5,000.00	-	-	-	-	0%	5,000.00
19	Video Record of Completed Well	1.00	LS	3,500.00	3,500.00	-	-	-	-	0%	3,500.00
20	Well Disinfection	1.00	LS	10,000.00	10,000.00	-	-	-	-	0%	10,000.00
21	Site Work and Restoration	1.00	LS	354,000.00	954,000.00	0.80	283,200.00	-	283,200.00	80%	70,800.00
22	Noise Control (Allowance)	1.00	LS	100,000.00	100,000.00	1.00	100,000.00	-	100,000.00	100%	-
				Original Contract Totals		\$	3,234,033.00	\$	2,988,733.00	92%	\$ 245,300.00



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #11 in the amount of \$90,425.37 to HR Green, Inc. for engineering services on the NE 36th Street Reconstruction Project, I-35 to NE Four Mile Drive.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 1, 2022 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: April 30, 2022 Through: July 8, 2022

Contract Summary

Original Contract Amount:	\$	206,500.00	
Net change by Change Orders:	\$	817,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	1,024,400.00	
Total completed and stored to date:	\$	745,907.31	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	745,907.31	
Less previous applications for payment:	\$	655,481.94	
SUBTOTAL	\$	90,425.37	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 90,425.37

Balance to finish, including retainage: \$ 278,492.69

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

July 21, 2022

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Amy Quartell, PE, City Engineer

E-mail:

aquartell@ankenyiowa.gov

Phone:

(515) 965-6448

Fax:

(515) 965-6448

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 17, 2021	\$ 17,924.10
2	July 19, 2021	\$ 50,683.86
3	August 16, 2021	\$ 16,218.75
4	September 20, 2021	\$ 32,991.50
5	November 1, 2021	\$ 69,694.72
6	December 20, 2021	\$ 176,402.47
7	February 7, 2022	\$ 71,838.02
8	March 7, 2022	\$ 41,650.56
9	May 2, 2022	\$ 153,782.31
10	June 6, 2022	\$ 24,295.65
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 655,481.94

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



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

▷ HRGREEN.COM

July 21, 2022

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

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

Dear Amy:

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

Attached Invoice #	154037
Period covered by invoice	4/30/22 - 7/8/22
Amount this invoice	\$90,425.37
Total billings to date, including this invoice	\$90,425.37
Contract maximum fee	\$368,900
% of Contract billed to date	25%

Summary of services during this billing period:

- Conducted Preconstruction Meeting
- Reviewed and approved submittals
- Conducted Weekly Progress Meetings
- On-Site Representative
- Provided coordination and support for utility relocations
- Project visits and reviews by Engineer
- Water Main design for Change Order

Comments:

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

Best regards,

HR GREEN, INC.

Tony Babcock, P.E.



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

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

July 19, 2022
Project No: 210361
Invoice No: 154037
Invoice Total: \$90,425.37

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

Professional Services Through July 8, 2022

Professional Personnel

	Hours	Amount	
Principal	12.50	3,187.50	
Senior Professional	38.00	8,550.00	
Professional	128.25	24,662.50	
Junior Professional	55.00	6,857.50	
Field Personnel	397.00	44,670.00	
Admin Coordinator	5.50	595.00	
Totals	636.25	88,522.50	
Total Labor			88,522.50

Unit Charges

Mileage - 0.565	1,479.74	
Mileage 0.625	373.13	
Mileage 0.625	37.50	
Mileage 0.625	12.50	
Total Unit Charges	1,902.87	1,902.87

Billing Limits

	Current	Prior	To-Date
Total Billings	90,425.37	0.00	90,425.37
Limit			368,900.00
Remaining			278,474.63

Total this Invoice \$90,425.37



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #5 in the amount of \$9,254.05 to HR Green, Inc., for engineering services on the Otter Creek Trunk Sewer - 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 #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny, IA - Otter Creek Trunk Sewer Phase 3
Contractor: HR Green, Inc.
Address: 5525 Merle Hay Road, Suite 200, Johnston, IA 50131
Finance Budget Code: 657.3657.4210 **Finance Project #** 657.421
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: April 5, 2021 **Vendor #** 5531

Date of Council Meeting: August 1, 2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: March 26, 2022 Through: July 1, 2022

Contract Summary

Original Contract Amount:	\$	77,400.00	
Net change by Change Orders:	\$	67,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	145,300.00	
Total completed and stored to date:	\$	105,617.51	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	105,617.51	
Less previous applications for payment:	\$	96,363.46	
SUBTOTAL	\$	9,254.05	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,254.05

Balance to finish, including retainage: \$ 39,682.49

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

July 25, 2022

City of Ankeny Staff Approval:

Signature

Date

7/25/22

Submit to:

Don Clark, Director of Municipal Utilities

E-mail:

DClark@AnkenyIowa.gov

Phone:

515-963-3529

Fax:

515-963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	August 2, 2021	\$ 25,776.00
2	September 20, 2021	\$ 17,832.63
3	November 15, 2021	\$ 15,762.50
4	March 25, 2022	\$ 36,992.33
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 96,363.46

Record of Change Orders

No.	Date	Amount
1		\$ 67,900.00
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CHANGE ORDER TOTAL = \$ 67,900.00

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



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

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

July 25, 2022
 Project No: 210145
 Invoice No: 154217
 Invoice Total: \$9,254.05

Project 210145 Ankeny, IA - Otter Creek Trunk Sewer Phase 3

Professional Services Through July 1, 2022

Phase 3000 Construction Administration

Professional Personnel

	Hours	Amount	
Senior Professional	5.50	1,210.00	
Junior Professional	34.25	4,452.50	
Senior Technician	1.75	245.00	
Admin Coordinator	1.00	110.00	
Totals	42.50	6,017.50	
Total Labor			6,017.50

Unit Charges

Technology & Communication Charge	255.00	
Total Unit Charges	255.00	255.00

Total this Phase \$6,272.50

Phase 4000 Construction Observation

Professional Personnel

	Hours	Amount	
Junior Professional	19.50	2,535.00	
Field Personnel	2.00	300.00	
Totals	21.50	2,835.00	
Total Labor			2,835.00

Unit Charges

Mileage 0.585	17.55	
Technology & Communication Charge	129.00	
Total Unit Charges	146.55	146.55

Total this Phase \$2,981.55

Billing Limits

	Current	Prior	To-Date
Total Billings	9,254.05	96,363.46	105,617.51
Limit			145,300.00
Remaining			39,682.49

Total this Invoice \$9,254.05



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$6,090.00 to JEO Consulting Group, Inc., for engineering services on the SE 3rd Street Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 2
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.02
PO #
Original Contract Date: June 20, 2022
Vendor # 7827

Date of Council Meeting: August 1, 2022
PAYMENT REQUEST # 1
PAYMENT PERIOD: From: June 20, 2022 Through: July 8, 2022

Contract Summary

Original Contract Amount: \$ 106,780.00
Net change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 106,780.00

Total completed and stored to date: \$ 6,090.00
Retainage: 0 % of Completed Work: \$ -
Total Earned less Retainage: \$ 6,090.00
Less previous applications for payment: \$ -
SUBTOTAL \$ 6,090.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 6,090.00

Balance to finish, including retainage: \$ 100,690.00

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:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

July 14, 2022

City of Ankeny Staff Approval:

Signature

Date

Becky Ford

07/18/2022

Submit to:

Becky Ford, PE, CFM - Civil Engineer II

E-mail:

BFord@Ankenylowa.gov

Phone:

(515) 963-3526

Fax:

(515) 963-3526

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ -

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

July 18, 2022

Project No: R200170.02

Invoice No: 134278

Invoice Amount: 6,090.00

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

Project Manager Rob Haaland

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

Professional Services through July 8, 2022

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



July 14, 2022

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

RE: SE 3rd Street Improvements - Phase 2
Progress Report No. 1
JEO Project No. 200170.02

Dear Ms. Ford:

This is the first progress report for the above referenced project and covers work through July 8, 2022. Work related to this project through this period includes preliminary design.

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

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #14 in the amount of \$19,825.00 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 #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE 3rd Street Improvements - Phase 1
Contractor: JEO Consulting Group, Inc.
Address: 1615 SW Main Street, Suite 205, Ankeny, IA
Finance Budget Code: 42% - 658.3658.4210
58% - 695.3695.4210
Finance Project # 42% - 658.4210
58% - 695.4210
Vendor Project or Invoice #: 200170.01
PO #
Original Contract Date: December 7, 2020
Vendor # 7827

Date of Council Meeting: August 1, 2022
PAYMENT REQUEST # 14
PAYMENT PERIOD: From: June 11, 2022 Through: July 8, 2022

Contract Summary

Original Contract Amount:	\$	129,560.00	
Net change by Change Orders:	\$	178,005.00	
Contract Amount to Date: (line 1 ± 2)	\$		307,565.00
Total completed and stored to date:	\$	194,944.70	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	194,944.70	
Less previous applications for payment:	\$	175,119.70	
SUBTOTAL			\$ 19,825.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 19,825.00

Balance to finish, including retainage: \$ 112,620.30

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

July 14, 2022

Date

City of Ankeny Staff Approval:

Signature

07/18/2022

Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	February 1, 2021	\$ 8,827.50
2	March 1, 2021	\$ 27,042.50
3	April 5, 2021	\$ 13,045.00
4	May 3, 2021	\$ 18,691.25
5	June 7, 2021	\$ 6,117.50
6	August 2, 2021	\$ 31,245.00
7	September 7, 2021	\$ 16,212.50
8	October 4, 2021	\$ 12,552.50
9	November 1, 2021	\$ 4,171.25
10	March 7, 2022	\$ 3,540.00
11	May 2, 2022	\$ 19,070.00
12	June 6, 2022	\$ 2,417.50
13	July 5, 2022	\$ 12,187.20
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 175,119.70

Record of Change Orders

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

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

July 18, 2022

Project No: R200170.01

Invoice No: 134277

Invoice Amount: 19,825.00

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

Project Manager Rob Haaland

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

Professional Services through July 8, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$20,475.00		\$20,475.00	\$20,475.00	0.00
Geotechnical	\$7,000.00		\$7,000.00	\$7,000.00	0.00
Preliminary Design	\$62,090.00		\$62,090.00	\$62,090.00	0.00
Final Design	\$44,840.00		\$44,840.00	\$44,840.00	0.00
Public Information Meeting	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Bidding Phase Services	\$3,540.00		\$3,540.00	\$3,540.00	0.00
Construction Staking	\$30,000.00		\$5,918.75	\$2,992.50	\$2,926.25
Construction Administration	\$120,000.00		\$47,581.25	\$30,682.50	\$16,898.75
Total	\$291,445.00		\$194,945.00	\$175,120.00	\$19,825.00
Total Amount Due Upon Receipt :					\$19,825.00

Email invoice to: BFord@Ankenylowa.gov



July 14th, 2022

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

RE: SE 3rd Street Improvements - Phase 1
Progress Report No. 14
JEO Project No. 200170.01

Dear Ms. Ford:

This is the fourteenth progress report for the above referenced project and covers work through July 8th, 2022. Work during the specified timeframe includes Contractor coordination, Resident Project Representative and construction staking for Phase 1.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$1,880.00 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 #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 1, 2022 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: June 10, 2022 Through: July 8, 2022

Contract Summary

Original Contract Amount:	\$ 97,750.00	
Net change by Change Orders:	\$ 119,795.00	
Contract Amount to Date: (line 1 ± 2)	\$ 217,545.00	
Total completed and stored to date:	\$ 136,611.63	
Retainage: 0 % of Completed Work:	\$ -	
Total Earned less Retainage:	\$ 136,611.63	
Less previous applications for payment:	\$ 134,731.63	
SUBTOTAL		\$ 1,880.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 1,880.00

Balance to finish, including retainage: \$ 80,933.37

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

JEO Consulting Group, Inc.

Firm Name

Signature

Date

July 14, 2022

City of Ankeny Staff Approval:

Signature

Date

7/20/2022

Submit to:

Jim Haberichter - Civil Engineer II

E-mail:

jhaberichter@Ankenylowa.gov

Phone:

(515) 963-3537

Fax:

(515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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PREVIOUS PAY APP TOTAL = \$ 134,731.63

Record of Change Orders

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

Contract Time Remaining

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



Engineering | Architecture | Surveying | Planning

Invoice

July 18, 2022

Project No: R201512.00

Invoice No: 134279

Invoice Amount: 1,880.00

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

Project Manager Rob Haaland

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

Professional Services through July 8, 2022

- Include Current Pay App with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Hourly to a Maximum Phase(s)					
Administration and Coordination	\$17,050.00		\$17,050.00	\$17,050.00	0.00
Environmental Services	\$2,000.00		\$1,930.00	\$1,930.00	0.00
Preliminary Design	\$43,610.00		\$43,591.25	\$43,591.25	0.00
Final Design	\$28,950.00		\$28,950.00	\$28,950.00	0.00
Public Information Meeting	\$3,450.00		\$3,443.75	\$3,443.75	0.00
Bidding Phase Services	\$2,690.00		\$2,690.00	\$2,690.00	0.00
Construction Staking	\$7,450.00		\$1,085.00	\$1,085.00	0.00
Construction Administration	\$14,250.00		\$13,163.75	\$11,283.75	\$1,880.00
Resident Project Representation	\$62,500.00		\$540.00	\$540.00	0.00
Monument Preservation	\$1,000.00		0.00	0.00	0.00
Post-Construction Services	\$10,000.00		0.00	0.00	0.00
Amendment No. 1-Acquisition Plats	\$3,500.00		\$3,500.00	\$3,500.00	0.00
Amendment No. 1 - City Letting Design	\$15,095.00		\$15,095.00	\$15,095.00	0.00
Hourly Phase(s)					
Reimbursables-Amendment No. 1-Utility Potholing			\$5,572.88	\$5,572.88	0.00
Total	\$211,545.00		\$136,611.63	\$134,731.63	\$1,880.00
Total Amount Due Upon Receipt :					\$1,880.00

Outstanding Invoices

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

Email invoice to: jhaberichter@ankenyiowa.gov



July 14th, 2022

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

RE: SE Delaware Avenue HMA Widening
Progress Report No. 12
JEO Project No. 201512.00

Dear Mr. Haberichter:

This is the twelfth progress report for the above referenced project and covers work through July 8th, 2022. Work during the specified timeframe includes coordination with the construction contractor, utility company, and shop drawing review services.

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

Sincerely,

Rob Haaland, P.E., PTOE
Project Manager

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #4 in the amount of \$38,526.75 to RDG Planning & Design for engineering services on the Fourmile Creek and Tributary to Fourmile Creek Restoration project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #4

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Fourmile Creek and Tributary to Fourmile Creek Restoration
Contractor: RDG Planning & Design, Inc.
Address: 301 Grand Avenue Des Moines IA 50309
Finance Budget Code: 17.3% 694.3694.4210
82.6% 696.6966.4210
Finance Project # 17.3% 694.4210
82.6% 696.4210
Vendor Project or Invoice #: 51179
PO # N/A
Original Contract Date: March 7, 2022
Vendor # 3960

Date of Council Meeting: August 1, 2022
PAYMENT REQUEST # 4
PAYMENT PERIOD: From: June 1, 2022 Through: June 30, 2022

Contract Summary

Original Contract Amount:	\$	223,370.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	223,370.00	
Total completed and stored to date:	\$	68,492.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	68,492.00	
Less previous applications for payment:	\$	29,965.25	
SUBTOTAL	\$		38,526.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 38,526.75

Balance to finish, including retainage: \$ 154,878.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

RDG Planning & Design, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

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

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

July 13, 2022

Becky Ford, PE, CFM
Stormwater & Environmental Manager
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023-1564

RE: Fourmile Creek and Tributary to Fourmile Creek Restoration

Ms. Ford:

This letter accompanies RDG Invoice #51179 related to the project referenced above. During the period of work related to this invoice the following tasks or work items were performed:

1. Management of project schedule and internal delegation of tasks
2. Site field visits
3. Environmental studies
4. WFPO coordination
5. Development of schematic design plans for stream restoration project

We would be glad to provide more specific information regarding any of these tasks, if required. Let me know if you have any questions. Thank you.

Sincerely,



Gregory M. Pierce, PE, CPESC
Water Resource Engineer
Project Manager



APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	March 31, 2022	\$ 7,483.03
2	April 30, 2022	\$ 2,790.77
3	May 31, 2022	\$ 19,691.45
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Previous Applications for Payment

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PREVIOUS PAY APP TOTAL = \$ 29,965.25

Record of Change Orders

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Otter Creek Golf Course

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$1,962.25 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



##

Project Title: Cherry Glen Park Ballfield Dev
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
 933.2933.4210 **Finance Project Code:** 933.4210
 122.0224.01 **PO #** 0
Original Contract Date: February 8, 2022 **Vendor #** 990

Date of Council Meeting 8/1/2022 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: 06/20/22 through: 07/17/22

Contract Summary

Original Contract Amount: \$ 46,000.00
 Net change by Change Orders: Amd #1
 Contract Amount to Date: (line 1 ± 2) \$ 46,000.00 ✓
 Total completed and stored to date: \$ 26,596.79
 Retainage: 0 % of Completed Work: \$ -
 Total Earned less Retainage: \$ 26,596.79
 Less previous applications for payment: \$ 24,634.54
 SUBTOTAL \$ 1,962.25

CURRENT PAYMENT DUE

\$ 1,962.25 ✓

Balance to finish, including retainage: \$ ~~21,365.46~~ 19,403.21^{1/2} ec

Contract Time Remaining (If applicable) ## -

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval

Signature

Date

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2	4/20/2020	\$ 4,468.75
3	5/25/2022	\$ 6,974.75
4	6/22/2022	\$ 9,495.75
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TOTAL \$ 24,634.54

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TOTAL		\$ -

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	February 8, 2022
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



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INVOICE FOR PROFESSIONAL SERVICES

July 19, 2022

Nick Lenox
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 122.0224.01 - 5

Finance Code 933.2933.4210

Finance Project # 933.4210

Vendor 990

Email

Project 122.0224.01 Cherry Glen Park Ballfield Development

Professional Services through July 17, 2022

Basic Services

Hourly Services

	Hours	Rate	Amount
Landscape Architect V	6.00	152.00	912.00
Landscape Architect II	9.00	116.00	1,044.00
Total Services	15.00		1,956.00
			1,956.00

Fleet Mileage

6.25

Phase Subtotal \$1,962.25

Construction Services

Phase Subtotal 0.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,962.25	24,634.54	26,596.79
Limit			46,000.00
Remaining			19,403.21

Amount Due this Invoice \$1,962.25

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Clay Schneckloth

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 20, 2022

Mr. Nick Lenox, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: CHERRY GLEN PARK BALLFIELD DEVELOPMENT
PROGRESS REPORT NO. 5
S&A PROJECT NO. 122.0224.01

Dear Mr. Lenox:

Enclosed is the fifth invoice for the above referenced project, for work performed through July 17, 2022. Services performed during this period included continuing construction documents and updating the submittal based on the City comments.

Should you have any questions on this update, please feel free to contact me. We will attend the August 1, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

MAL/crs

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #24 in the amount of \$18,475.70 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 #24

city of
Ankeny
bringing it all together

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
17	12/22/2021	\$ 26,047.76
18	1/25/2022	\$ 22,485.13
19	2/24/2022	\$ 13,664.68
20	3/24/2022	\$ 10,160.87
21	4/20/2022	\$ 13,365.11
22	5/24/2022	\$ 19,841.08
23	6/22/2022	\$ 20,377.48
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TOTAL \$ 487,661.12

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Record of Change Orders

#	Date	Amount
1	11/16/2020	\$ 133,120.00
2	7/19/2021	\$ 245,400.00
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TOTAL		\$ 378,520.00

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



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INVOICE FOR PROFESSIONAL SERVICES

July 21, 2022

Jim Haberichter P.E.
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 24

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 17, 2022

Orig Contract \$154,900
Amendment 1 \$133,120
Amendment 2 \$245,400

Prelim Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	22,375.58	22,375.58	0.00

Basic Services

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	238,360.32	238,360.32	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	9.25	220.00	2,035.00
Sr. Engineer	11.25	190.00	2,137.50
Project Manager VI	1.00	157.00	157.00
Engineer III	31.25	124.00	3,875.00
Lead Technician	4.25	133.00	565.25
Technician VII	46.00	109.00	5,014.00
Technician V	2.00	88.00	176.00
Technician IV	10.00	80.00	800.00
Technician III	8.50	72.00	612.00
Technician I	50.75	58.00	2,943.50
Total Services	174.25		18,315.25
Total Services			18,315.25
Employee Mileage			63.52
Total Expenses			63.52

Fleet Mileage 96.93

Phase Subtotal \$18,475.70

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.0274.01	Ank-HighTrestleTrlExtMagazineRdtoOralabo			Invoice	24
		Total	Prior	Current		
Billings to Date		207,656.82	189,181.12	18,475.70		
Outside SubConsultant Services						
				Phase Subtotal	0.00	
		Total	Prior	Current		
Billings to Date		31,576.00	31,576.00	0.00		
Billing Limits		Current		Prior	To-Date	
Total Billings		18,475.70		487,661.12	506,136.82	
Limit					533,420.00	
Remaining					27,283.18	
				Amount Due this Invoice	<u><u>\$18,475.70</u></u>	
		Total	Prior	Current		
Billings to Date		506,136.82	487,661.12	18,475.70		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



July 20, 2022

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 24
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the twenty-fourth progress report for the above referenced project and covers work through July 17, 2022. Work through this period includes construction staking, onsite construction meetings, construction observation for trail paving and grading, preparation of pay application, and project management. Work anticipated in the next month includes continued construction administration, observation, staking, and related construction services tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 1, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: Andy Burke, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #17 in the amount of \$18,544.85 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 #17

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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 8/1/2022 **PAYMENT REQUEST #** 17
PAYMENT PERIOD: From: 06/20/22 through: 07/17/22

Contract Summary

Original Contract Amount:	\$	<u>103,800.00</u>	
Net change by Change Orders: Amd #1/2	\$	<u>343,600.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>447,400.00</u>	
Total completed and stored to date:	\$	<u>286,253.22</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>286,253.22</u>	
Less previous applications for payment:	\$	<u>267,708.37</u>	
SUBTOTAL	\$		<u>18,544.85</u>

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

CURRENT PAYMENT DUE \$ 18,544.85

Balance to finish, including retainage: \$ 161,146.78

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

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Email:

Phone:

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	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
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TOTAL \$ 267,708.37

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
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TOTAL		\$ <u>343,600.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	January 4, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 20, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 17

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210
50/50/Split
Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through July 17, 2022

Prelim Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	95,150.76	95,150.76
Limit			103,800.00
Remaining			8,649.24
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	95,150.76	95,150.76	0.00

Design Services Amendment 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer	.50	220.00	110.00
Sr. Engineer	2.00	190.00	380.00
Total Services	2.50		490.00
			490.00

Fleet Mileage

5.85

Billing Limits	Current	Prior	To-Date
Total Billings	495.85	64,937.65	65,433.50
Limit			158,200.00
Remaining			92,766.50
Phase Subtotal			\$495.85

	Total	Prior	Current
Billings to Date	65,433.50	64,937.65	495.85

Design Services Amendment 2 (Division 1)

Hourly Services

	Hours	Rate	Amount
Sr. Engineer	35.50	190.00	6,745.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1113.01	Ank-HTTWaterMain&DrainageImprovements		Invoice	17
Engineer VIII		17.00	174.00	2,958.00	
Engineer V		4.00	146.00	584.00	
Engineer IV		13.75	136.00	1,870.00	
Right-of-Way Agent II		9.50	124.00	1,178.00	
Technician VIII		39.25	118.00	4,631.50	
Technician VII		.50	109.00	54.50	
Administrative I		.50	56.00	28.00	
Total Services		120.00		18,049.00	
					18,049.00
Billing Limits		Current	Prior	To-Date	
Total Billings		18,049.00	86,827.96	104,876.96	
Limit				164,600.00	
Remaining				59,723.04	
				Phase Subtotal	\$18,049.00
	Total	Prior	Current		
Billings to Date	104,876.96	86,827.96	18,049.00		
Design Services Amendment 2 (Division 2)					
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	20,792.00	20,792.00	
Limit				20,800.00	
Remaining				8.00	
				Phase Subtotal	0.00
	Total	Prior	Current		
Billings to Date	20,792.00	20,792.00	0.00		
				Amount Due this Invoice	<u>\$18,544.85</u>
	Total	Prior	Current		
Billings to Date	286,253.22	267,708.37	18,544.85		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



July 20, 2022

Mr. Don Clark
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 17
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the seventeenth progress report for the above referenced project and covers work through July 17, 2022. Work performed during this period includes tasks associated with the final design of the transmission main and drainage channel improvements, utility coordination, DNR floodplains permitting, and right-of-way acquisition. This invoice of \$18,544.85 represents a completion of about 56% of the \$343,600 Design Services Amendments 1 & 2 to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 1, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$80,936.65 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 #12

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE Delaware Ave Recon - NE 5th St to NE 18th St
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 979.3979.4210 **Finance Project Code:** 979.4210
Vendor Project or Invoice #: 121.0695.01 **PO #**
Original Contract Date: August 16, 2021 **Vendor #** 990

Date of Council Meeting 8/1/2022 **PAYMENT REQUEST #** 12
PAYMENT PERIOD: From: 06/20/22 through: 07/17/22

Contract Summary

Original Contract Amount:	\$	250,000.00	
Net change by Change Orders: Amd #1	\$	605,490.00	
Contract Amount to Date: (line 1 ± 2)	\$	855,490.00	
Total completed and stored to date:	\$	551,354.68	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	551,354.68	
Less previous applications for payment:	\$	470,418.03	
SUBTOTAL	\$	80,936.65	
OTHER CHARGES (Please attach an itemized list)	\$	-	
CURRENT PAYMENT DUE	\$	80,936.65	
Balance to finish, including retainage:	\$	304,135.32	

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

Signature Wade A. Breim Date 7-21-22

City of Ankeny Staff Approval Adam L. Lutz
Signature Date 07/21/22

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
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TOTAL \$ 470,418.03

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
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TOTAL		\$ <u>605,490.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	August 16, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



July 20, 2022

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 12
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twelfth progress report for the above referenced project and covers work through July 17, 2022. Our work through this period includes coordinating with City staff, utility coordination with franchise utilities within the corridor, completing check plans and submitting to City and Iowa DOT for review, and continued right-of-way negotiations with property owners. This next month we will receive and address comments from both the City and Iowa DOT and prepare for final plan submittal due on August 16, 2022, for an Iowa DOT bid letting on November 15, 2022.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 1, 2022, 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.



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INVOICE FOR PROFESSIONAL SERVICES

July 20, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 12

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 17, 2022

Basic Services

	Hours	Rate	Amount
Principal Engineer	10.50	220.00	2,310.00
Principal Engineer	8.75	209.00	1,828.75
Sr. Engineer	1.00	190.00	190.00
Land Surveyor VIII	1.00	174.00	174.00
Engineer VII	77.00	165.00	12,705.00
Engineer V	56.00	146.00	8,176.00
Engineer IV	64.50	136.00	8,772.00
Engineer III	47.25	124.00	5,859.00
Engineer I	82.00	99.00	8,118.00
Sr. Technician	14.50	127.00	1,841.50
Technician VII	9.50	109.00	1,035.50
Technician VI	1.50	98.00	147.00
Technician V	126.00	88.00	11,088.00
Technician IV	6.00	80.00	480.00
Technician II	96.00	66.00	6,336.00
Technician I	1.00	58.00	58.00
Total Services	602.50		69,118.75
Total Services			69,118.75

Billing Limits	Current	Prior	To-Date
Total Billings	69,118.75	389,612.64	458,731.39
Limit			733,290.00
Remaining			274,558.61

Phase Subtotal \$69,118.75

Additional Services

	Hours	Rate	Amount
Land Surveyor VIII	5.25	174.00	913.50
Engineer V	5.00	146.00	730.00
Environmental Scientist V	1.50	146.00	219.00
Right-of-Way Agent II	52.00	124.00	6,448.00
Technician VII	1.50	109.00	163.50

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0695.01	Ank-NEDelawareAveReconNE5thSttoNE18thSt	Invoice	12
Technician V		7.25 88.00	638.00	
Technician I		4.75 58.00	275.50	
Administrative I		.75 56.00	42.00	
Total Services		78.00	9,429.50	
Total Services				9,429.50
Badger Daylighting Corp				
6/30/2022	Badger Daylighting Corp	Hydrovac	2,321.12	
	Total Consultants			2,321.12
Employee Mileage			2.93	
Total Expenses				2.93
Fleet Mileage				64.35
Billing Limits		Current	Prior	To-Date
Total Billings		11,817.90	80,805.39	92,623.29
Limit				122,200.00
Remaining				29,576.71
			Phase Subtotal	\$11,817.90
			Amount Due this Invoice	<u>\$80,936.65</u>
Billings to Date	Total	Prior	Current	
	551,354.68	470,418.03	80,936.65	

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 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #20 in the amount of \$14,414.63 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #20

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St Widening - NW Ash Dr to N Ankeny Blvd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 992.3992.4210 **Finance Project Code:** 992.4210
Vendor Project or Invoice #: 120.1005.01 **PO #**
Original Contract Date: November 2, 2020 **Vendor #** 990

Date of Council Meeting 8/1/22 **PAYMENT REQUEST #** 20
PAYMENT PERIOD: From: 06/20/22 through: 07/17/22

Contract Summary

Original Contract Amount:	\$	<u>50,300.00</u>	
Net change by Change Orders: Amd #1/2	\$	<u>566,650.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>616,950.00</u>	
Total completed and stored to date:	\$	<u>428,655.48</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>428,655.48</u>	
Less previous applications for payment:	\$	<u>414,240.85</u>	
SUBTOTAL	\$		<u>14,414.63</u>

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

CURRENT PAYMENT DUE \$ 14,414.63

Balance to finish, including retainage: \$ 188,294.52

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer/Consultant Approval:

Snyder & Associates, Inc.

Firm Name

Signature Wade A. Breim Date 7-21-22

City of Ankeny Staff Approval

Signature Adam L. Hest Date 07/21/22

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
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TOTAL \$ 414,240.85

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Record of Change Orders

#	Date	Amount
1	4/5/2021	\$ 318,650.00
2	2/7/2022	\$ 248,000.00
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TOTAL		\$ <u>566,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	November 2, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



July 20, 2022

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

RE: NW 36TH ST WIDENING - NW ASH DRIVE TO N ANKENY BLVD
PROGRESS REPORT NO. 20
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the twentieth progress report for the above referenced project and covers work through July 17, 2022. Our work through this period includes coordination with City staff and franchise utilities, and construction services.

This past month the Contractor has completed the widening of NE 36th Street and begun working on the widening of NE 36th Street and water main construction. This next month we anticipate the Contractor will begin paving the widening of NW 36th Street beginning at N Ankeny Blvd. We also anticipate water main construction will reach NW Ash Drive which will require the north leg of NW Ash Drive to be closed to traffic.

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 1, 2022, 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.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 20, 2022

Adam Lust
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 20

Finance Code 992.3992.4210

Finance Project # 992.4210

Vendor # 990

Email

Project 120.1005.01 NW 36th St Widening - NW Ash Drive to N Ankeny Blvd

Professional Services through July 17, 2022

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	309,199.66	309,199.66
Limit			309,200.00
Remaining			.34
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	309,199.66	309,199.66	0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	61,146.66	61,146.66
Limit			62,250.00
Remaining			1,103.34
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	61,146.66	61,146.66	0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.75	209.00	156.75
Engineer VII	1.75	165.00	288.75
Project Manager VI	2.00	157.00	314.00
Engineer III	9.25	124.00	1,147.00
Lead Technician	1.00	133.00	133.00
Technician VII	16.00	109.00	1,744.00
Technician V	82.50	88.00	7,260.00
Technician IV	14.25	80.00	1,140.00
Technician III	21.50	72.00	1,548.00

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	120.1005.01	Ank-NW36thStWideningNWashDrtoNAnkBlvd			Invoice	20
Technician I		7.50	58.00		435.00	
	Total Services	156.50			14,166.50	
	Total Services					14,166.50
Employee Mileage					27.52	
	Total Expenses					27.52
Fleet Mileage						220.61
Billing Limits		Current	Prior	To-Date		
Total Billings		14,414.63	43,894.53	58,309.16		
Limit				245,500.00		
Remaining				187,190.84		
				Phase Subtotal		\$14,414.63
Billings to Date	Total	Prior	Current			
	58,309.16	43,894.53	14,414.63			
				Amount Due this Invoice		\$14,414.63
Billings to Date	Total	Prior	Current			
	428,655.48	414,240.85	14,414.63			

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 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #16 in the amount of \$17,676.79 to Snyder & Associates, Inc., for engineering services on the NW 36th St and NW State St Interim Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #16

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW 36th St and NW State St Interim Improvements
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 935.3935.4210 **Finance Project Code:** 935.4210
Vendor Project or Invoice #: 121.0352.01 **PO #**
Original Contract Date: April 5, 2021 **Vendor #** 990

Date of Council Meeting 8/1/2022 **PAYMENT REQUEST #** 16
PAYMENT PERIOD: From: 06/20/22 through: 07/17/22

Contract Summary

Original Contract Amount:	\$	74,900.00	
Net change by Change Orders: Amd #1	\$	94,150.00	
Contract Amount to Date: (line 1 ± 2)	\$		169,050.00
Total completed and stored to date:	\$	145,245.05	
Retainage: 0 % of Completed Work:			
Total Earned less Retainage:	\$	145,245.05	
Less previous applications for payment:	\$	127,568.26	
SUBTOTAL	\$		17,676.79

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

CURRENT PAYMENT DUE \$ 17,676.79

Balance to finish, including retainage: \$ 23,804.95

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval: _____
Firm Name

Signature _____ Date _____

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

Signature  Date 7-22-2022

City of Ankeny Staff Approval: 
Signature _____ Date 7/22/22

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/22/2021	\$ 4,968.00
2	5/27/2021	\$ 13,451.93
3	6/24/2021	\$ 18,339.50
4	7/22/2021	\$5,075.79
5	8/25/2021	\$ 8,313.95
6	9/21/2021	\$ 12,353.50
7	10/20/2021	\$ 11,016.00
8	11/23/2021	\$ 7,971.75
9	12/21/2021	\$ 6,841.35
10	1/25/2022	\$ 11,774.55
11	2/24/2022	\$ 4,773.62
12	3/23/2022	\$ 3,109.50
13	4/20/2022	\$ 2,386.25
14	5/25/2022	\$ 5,248.19
15	6/22/2022	\$ 11,944.38
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TOTAL \$ 127,568.26

#	Date	Amount
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Record of Change Orders

#	Date	Amount
1	10/4/2021	\$ 30,050.00
2	3/21/2022	\$ 64,100.00
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TOTAL		\$ <u>94,150.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 5, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



July 19, 2022

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW 36TH STREET AND NW STATE STREET INTERIM IMPROVEMENTS
PROGRESS REPORT NO. 16
S&A PROJECT NO. 121.0352.01

Dear Ms. Hart:

This is the sixteenth progress report for the above referenced project and covers work through July 17, 2022. Work in this period includes construction administration, construction observation, traffic signal construction administration, and construction staking.

Construction is nearing completion, and the project walk through was conducted on July 15. Mid American should have the signal power source constructed to energize the signal prior to school start in August.

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 1, 2022, 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.
Laura Lamberty, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 19, 2022

Leslie Hart
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 121.0352.01 - 16

Finance Budget Code 935.3935.4210
Finance Project Code: 935.4210
Vendor: 990

Email

Project 121.0352.01 NW 36th St and NW State St Interim Improvements

Professional Services through July 17, 2022

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	98,099.07	98,099.07
Limit			98,100.00
Remaining			.93
Phase Subtotal			0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	8,546.37	8,546.37
Limit			8,550.00
Remaining			3.63
Phase Subtotal			0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer	.50	220.00	110.00
Project Manager VI	2.00	157.00	314.00
Engineer V	2.00	146.00	292.00
Engineer IV	4.50	136.00	612.00
Engineer III	9.00	124.00	1,116.00
Technician VII	20.00	109.00	2,180.00
Technician V	86.00	88.00	7,568.00
Technician IV	13.00	80.00	1,040.00
Technician III	51.75	72.00	3,726.00
Total Services	188.75		16,958.00
Total Services			16,958.00
Employee Mileage			35.58
Advertising/Legals			29.30
Plan Distribution			480.00
Total Expenses			544.88

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	121.0352.01	Ank-NW36thStandNWStateStInterimImprov	Invoice	16
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Fleet Mileage

173.91

Billing Limits

	Current	Prior	To-Date
Total Billings	17,676.79	20,922.82	38,599.61
Limit			62,400.00
Remaining			23,800.39

Phase Subtotal **\$17,676.79**

Amount Due this Invoice **\$17,676.79**

	Total	Prior	Current
Billings to Date	145,245.05	127,568.26	17,676.79

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #21 in the amount of \$2,154.38 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 1 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #21

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements- Phase 1
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **Finance Project Code:** 33 1/3% to each acct
610.3610.4210; 650.3650.4210; 963.3963.4210 610.4210; 650.4210; 963.4210
Vendor Project or Invoice #: 119.0975.01A **PO #**
Original Contract Date: May 4, 2020 **Vendor #** 990

Date of Council Meeting 8/1/2022 **PAYMENT REQUEST #** 21
PAYMENT PERIOD: From: 05/23/22 through: 07/17/22

Contract Summary

Original Contract Amount:	\$	105,040.00	
Net change by Change Orders: Amd #1	\$	41,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	146,640.00	
Total completed and stored to date:	\$	128,953.84	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	128,953.84	
Less previous applications for payment:	\$	126,799.46	
SUBTOTAL	\$		2,154.38

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

CURRENT PAYMENT DUE \$ 2,154.38

Balance to finish, including retainage: \$ 17,686.16

Contract Time Remaining (If applicable) -

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

Construction Contractor Approval:

Firm Name _____

Signature _____ Date _____

Engineer/Consultant Approval: Snyder & Associates, Inc.

Firm Name _____

Signature Wade A. Breim Date 7-21-22

City of Ankeny Staff Approval

Signature Matthew Lyzint Date 7-21-2022

Submit to: _____

Email: _____ Phone: _____ Fax: _____

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	5/21/2020	\$ 4,445.25
2	6/24/2020	\$ 17,630.25
3	7/23/2020	\$ 16,713.65
4	8/27/2020	\$ 21,536.50
5	9/24/2020	\$ 5,964.57
6	10/20/2020	\$ 9,286.07
7	11/20/2020	\$ 13,497.85
8	12/22/2020	\$ 3,412.25
9	1/26/2021	\$ 1,045.50
10	2/17/2021	\$ 3,265.28
11	3/24/2021	\$ 5,263.25
12	4/22/2021	\$ 3,398.67
13	5/26/2021	\$ 3,385.88
14	6/24/2021	\$ 1,867.56
15	7/22/2021	\$ 3,334.78
16	8/25/2021	\$ 5,137.89
17	9/21/2021	\$ 3,189.48
18	10/20/2021	\$ 1,797.47
19	11/23/2021	\$ 1,936.56
20	5/26/2002	\$ 690.75
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TOTAL \$ 126,799.46

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Record of Change Orders

#	Date	Amount
1	1/4/2021	\$ 41,600.00
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TOTAL		\$ <u>41,600.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	May 4, 2020
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



July 20, 2022

Mr. Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 1
PROGRESS REPORT NO. 21
S&A PROJECT NO. 119.0975.01A

Dear Mr. Grgurich:

This is the twenty-first progress report for the above referenced project and covers work through July 17, 2022. Our work through this period includes construction survey for the project.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the August 1, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

MAL/jms

Enclosures

cc: Jordan Stoermer, P.E., Snyder & Associates, Inc.
John Haldeman, P.E., Snyder & Associates, Inc.



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 20, 2022

Matt Grgurich
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0975.01A - 21

Finance Budget Code 610.3610.4210 / 650.3650.4210 /
963.3963.4210
Finance Project Code 610.4210 / 650.4210 / 963.4210
Vendor 990

Email

Project 119.0975.01A NW Northlawn Area Utility Improvements Phase 1

Professional Services through July 17, 2022

Basic Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	98,550.00	98,550.00
Limit			98,550.00
		Phase Subtotal	0.00
	Total	Prior	Current
Billings to Date	98,550.00	98,550.00	0.00

Additional Services

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	6,196.00	6,196.00
Limit			6,490.00
Remaining			294.00
		Phase Subtotal	0.00
	Total	Prior	Current
Billings to Date	6,196.00	6,196.00	0.00

Construction Services

	Hours	Rate	Amount
Project Manager VI	1.00	152.00	152.00
Technician IV	15.25	78.00	1,189.50
Technician III	12.00	66.00	792.00
Total Services	28.25		2,133.50
Total Services			2,133.50

Fleet Mileage 20.88

Billing Limits	Current	Prior	To-Date
Total Billings	2,154.38	22,053.46	24,207.84
Limit			41,600.00
Remaining			17,392.16

REMIT TO: SNYDER & ASSOCIATES, INC.
Mailing: PO Box 1159 | Ankeny, IA 50021
Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938
Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0975.01A	Ank-NWNorthlawnAreaUtilityImprovPhase1			Invoice	21
					Phase Subtotal	\$2,154.38
		Total	Prior	Current		
Billings to Date		24,207.84	22,053.46	2,154.38		
					Amount Due this Invoice	<u>\$2,154.38</u>
		Total	Prior	Current		
Billings to Date		128,953.84	126,799.46	2,154.38		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #31 in the amount of \$18,236.45 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 #31

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: SE Crosswinds Drive - RISE
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 983.3983.4210 **Finance Project Code:** 983.4210
Vendor Project or Invoice #: 119.0290.01 **PO #**
Original Contract Date: April 1, 2019 **Vendor #** 990

Date of Council Meeting 8/1/2022 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: 06/20/22 through: 07/17/22

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
 Total completed and stored to date:	\$	594,922.05	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		594,922.05
Less previous applications for payment:	\$		576,685.60
SUBTOTAL			\$ 18,236.45

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

CURRENT PAYMENT DUE \$ **18,236.45**

Balance to finish, including retainage: \$ 160,027.95

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

Wade A. Reimann

Signature Date

7-21-22

City of Ankeny Staff Approval:

Donald Clarke

Signature Date

7-21-22

Submit to:

Email: Phone: Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2000	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
30	6/22/2022	\$11,590.84
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TOTAL \$ 576,685.60

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Record of Change Orders

#	Date	Amount
1	9/16/2019	\$ 187,950.00
2	7/20/2020	\$ 176,050.00
3	3/7/2022	\$ 228,650.00
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TOTAL		\$ <u>592,650.00</u>

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	April 1, 2019
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

July 19, 2022

Don Clark
City of Ankeny
220 W First Street
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 31

Finance Code= 983.3983.4210
Finance Project # = 983.4210 Vendor # = 990

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through July 17, 2022

Basic Services

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	156,063.04	156,063.04	
Limit			156,100.00	
Remaining			36.96	
Phase Subtotal				0.00

	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	31
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Phase 2 Basic Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	196,240.97	196,240.97	
Limit			196,250.00	
Remaining			9.03	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	196,240.97	196,240.97	0.00

Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,655.26	9,655.26	
Limit			11,250.00	
Remaining			1,594.74	
Phase Subtotal				0.00

	Total	Prior	Current
Billings to Date	9,655.26	9,655.26	0.00

Phase 2 Construction Services

	Hours	Rate	Amount	
Project Manager VI	1.00	157.00	157.00	
Engineer V	4.25	146.00	620.50	
Engineer I	16.25	99.00	1,608.75	
Lead Technician	2.25	133.00	299.25	
Technician VII	30.50	109.00	3,324.50	
Technician VI	2.00	98.00	196.00	
Technician IV	9.00	80.00	720.00	
Technician III	6.50	72.00	468.00	
Technician II	154.50	66.00	10,197.00	
Technician I	6.75	58.00	391.50	
Total Services	233.00		17,982.50	
Total Services				17,982.50

Employee Mileage			133.64	
Total Expenses				133.64

Fleet Mileage				120.31
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Billing Limits	Current	Prior	To-Date	
Total Billings	18,236.45	41,747.77	59,984.22	
Limit			197,200.00	
Remaining			137,215.78	
Phase Subtotal				\$18,236.45

	Total	Prior	Current
Billings to Date	59,984.22	41,747.77	18,236.45

Amount Due this Invoice \$18,236.45

	Total	Prior	Current
Billings to Date	594,922.05	576,685.60	18,236.45

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	31
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



July 19, 2022

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

RE: SE CROSSWINDS DRIVE - RISE
PROGRESS REPORT NO. 31
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the thirty-first progress report for the above referenced project and covers work through July 17, 2022. Work invoiced through this period includes construction administration, observation, and staking. Construction is progressing with utility installations complete and pavement construction preparation nearing completion on SE Convenience Boulevard.

The project construction engineering services costs included on this invoice of \$18,236.45, are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50%. A total of \$7,294.58 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 1, 2022, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

P.P. 

Mark A. Land, P.E., CFM
Vice President

Enclosures

cc: John Haldeman, P.E., Snyder & Associates, Inc.



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #13 in the amount of \$611,155.19 to Sternquist Construction, for construction services on the NW 18th Street Extension - NW Weigel Drive to NW Spruce Drive project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #13

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: August 1, 2022 **PAYMENT REQUEST #** 13
PAYMENT PERIOD: From: June 19, 2022 Through: July 16, 2022

Contract Summary

Original Contract Amount:	\$	4,526,677.00	
Net change by Change Orders:	\$	(10,484.25)	
Contract Amount to Date: (line 1 ± 2)	\$	4,516,192.75	
Total completed and stored to date:	\$	4,177,460.25	
Retainage: 5 % of Completed Work:	\$	208,873.01	
Total Earned less Retainage:	\$	3,968,587.24	
Less previous applications for payment:	\$	3,357,432.05	
SUBTOTAL	\$		611,155.19
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		611,155.19

Balance to finish, including retainage: \$ 547,605.51

Contract Time Remaining (If applicable) (39) Working Days

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

Construction Contractor Approval: Sternquist Construction
Firm Name
Signature: [Signature] Date: 7-21-22

Engineer / Consultant Approval: Civil Design Advantage
Firm Name
Signature: [Signature] Date: 7/21/2022

City of Ankeny Staff Approval:
Signature: [Signature] Date: 7/22/2022

Submit to: Jim Haberichter, P.E.
E-mail: JHaberichter@AnkenyIowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	CLEARING AND GRUBBING	LS	1.00		1.00	\$ 5,200.00	\$ 5,200.00		\$ -	1.00	1.00	\$ 5,200.00	0.00	100.00%
2.02	LOCATING/REPAIR TILE LINES	STA	28.00		28.00	\$ 500.00	\$ 14,000.00		\$ -		0.00	\$ -	28.00	0.00%
2.03	TORPIL, ON-SITE	CY	11,500.00		11,500.00	\$ 57,500.00	\$ 663,500.00	2,250.00	\$ 1,250.00	9000.00	11,250.00	\$ 56,250.00	250.00	97.83%
2.04	EXCAVATION, CLASS 10 (ON-SITE)	CY	11,800.00		11,800.00	\$ 2.50	\$ 29,500.00	240.00	\$ 600.00	11460.00	11,700.00	\$ 29,250.00	100.00	98.19%
2.05	BLOW GRADE EXCAVATION (CORE CUT)	CY	100.00	57.00	157.00	\$ 10.00	\$ 1,570.00		\$ -	157.00	157.00	\$ 1,570.00	0.00	100.00%
2.06	SUBGRADE PREPARATION, 13 IN. DEPTH	SY	21,162.00		21,162.00	\$ 3.00	\$ 63,486.00	353.00	\$ 1,059.00	20409.00	20,762.00	\$ 62,286.00	400.00	98.11%
2.07	SUBBASE, MODIFIED	SY	19,509.00	2,457.00	22,366.00	\$ 10.00	\$ 223,660.00		\$ -	22366.00	22,366.00	\$ 223,660.00	0.00	100.00%
2.08	COMPACTION TESTING	LS	1.00		1.00	\$ 4,000.00	\$ 4,000.00	0.05	\$ 200.00	0.90	0.95	\$ 3,800.00	0.05	95.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	TRENCH COMPACTION TESTING	LS	1.00		1.00	\$ 20,000.00	\$ 20,000.00	0.10	\$ 2,000.00	0.90	1.00	\$ 20,000.00	0.00	100.00%
3.02	SETTLEMENT PLATES	EA	12.00		12.00	\$ 4,805.00	\$ 57,660.00		\$ -	12.00	12.00	\$ 57,660.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	138.00		138.00	\$ 144.00	\$ 19,872.00		\$ -	138.00	138.00	\$ 19,872.00	0.00	100.00%
4.02	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 15 IN. DIA.	LF	1,743.00		1,743.00	\$ 160.00	\$ 278,880.00		\$ -	1798.00	1,798.00	\$ 287,360.00	(53.00)	103.04%
4.03	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 8 IN. DIA.	LF	268.00		268.00	\$ 181.75	\$ 48,709.00		\$ -	224.00	224.00	\$ 40,712.00	44.00	83.98%
4.04	SANITARY SEWER GRAVITY MAIN, TRENCHED, DIP, 18 IN. DIA.	LF	2,260.00	(1,123.00)	1,137.00	\$ 285.25	\$ 301,589.25	1,137.00	\$ -	1137.00	1,137.00	\$ 301,589.25	0.00	100.00%
4.05	SANITARY SEWER SERVICE, DIP, 6" DIA.	LF	40.00		40.00	\$ 110.75	\$ 4,430.00		\$ -	40.00	40.00	\$ 4,430.00	0.00	100.00%
4.06	SANITARY SEWER CLEANOUT	EA	8.00		8.00	\$ 4,200.00	\$ 33,600.00		\$ -	6.40	6.40	\$ 26,880.00	1.60	80.00%
4.07	STORM SEWER, TRENCHED, HDPE, 6 IN. DIA.	LF	55.00	(55.00)	0.00	\$ 42.00	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
4.08	STORM SEWER, TRENCHED, RCP, 15 IN. DIA.	LF	1,355.00		1,355.00	\$ 61.00	\$ 81,435.00		\$ -	1330.00	1,330.00	\$ 81,130.00	5.00	99.63%
4.09	STORM SEWER, TRENCHED, RCP, 18 IN. DIA.	LF	37.00		37.00	\$ 68.50	\$ 2,534.50		\$ -	37.00	37.00	\$ 2,534.50	0.00	100.00%
4.10	STORM SEWER, TRENCHED, RCP, 24 IN. DIA.	LF	580.00		580.00	\$ 84.00	\$ 48,720.00		\$ -	580.00	580.00	\$ 48,720.00	0.00	100.00%
4.11	STORM SEWER, TRENCHED, RCP, 30 IN. DIA.	LF	1,664.00		1,664.00	\$ 110.25	\$ 183,456.00		\$ -	1664.00	1,664.00	\$ 183,456.00	0.00	100.00%
4.12	STORM SEWER, TRENCHED, RCP, 36 IN. DIA.	LF	810.00		810.00	\$ 136.50	\$ 109,565.00		\$ -	810.00	810.00	\$ 110,565.00	0.00	100.00%
4.13	STORM SEWER, TRENCHED, RCP, 42 IN. DIA.	LF	43.00		43.00	\$ 200.00	\$ 8,600.00		\$ -	43.00	43.00	\$ 8,600.00	0.00	100.00%
4.14	REMOVAL OF STORM SEWER, RCP, 36 IN. DIA, ON LASS	LF	122.00		122.00	\$ 27.25	\$ 3,324.50		\$ -	122.00	122.00	\$ 3,324.50	0.00	100.00%
4.15	REMOVAL OF STORM SEWER, RCP, 42 IN. DIA.	LF	57.00		57.00	\$ 36.00	\$ 2,052.00		\$ -	57.00	57.00	\$ 2,052.00	0.00	100.00%
4.16	PIPE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 1,155.00	\$ 2,310.00		\$ -	2.00	2.00	\$ 2,310.00	0.00	100.00%
4.17	PIPE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 1,365.00	\$ 4,095.00		\$ -	3.00	3.00	\$ 4,095.00	0.00	100.00%
4.18	PIPE APRON, RCP, 42 IN. DIA.	EA	1.00		1.00	\$ 2,625.00	\$ 2,625.00		\$ -	1.00	1.00	\$ 2,625.00	0.00	100.00%
4.19	FOOTING FOR CONCRETE APRON, RCP, 15 IN. DIA.	EA	2.00		2.00	\$ 604.00	\$ 1,208.00		\$ -	2.00	2.00	\$ 1,208.00	0.00	100.00%
4.20	FOOTING FOR CONCRETE APRON, RCP, 24 IN. DIA.	EA	3.00		3.00	\$ 662.00	\$ 1,986.00		\$ -	3.00	3.00	\$ 1,986.00	0.00	100.00%
4.21	FOOTING FOR CONCRETE APRON, RCP, 34 IN. DIA.	EA	1.00		1.00	\$ 977.00	\$ 977.00		\$ -	1.00	1.00	\$ 977.00	0.00	100.00%
4.22	PIPE APRON GUARD	EA	6.00		6.00	\$ 1,155.00	\$ 6,930.00		\$ -	3.00	3.00	\$ 3,465.00	3.00	50.00%
4.23	SUBDRAIN, CORRUGATED PVC, 8 IN. DIA.	LF	7,351.00	0.00	7,351.00	\$ 21.00	\$ 154,371.00		\$ -	7351.00	7,351.00	\$ 154,371.00	0.00	100.00%
4.24	SUBDRAIN CLEANOUT, TYPE B, 24 IN. DIA.	EA	3.00		3.00	\$ 1,470.00	\$ 4,410.00		\$ -	2.00	2.00	\$ 2,940.00	1.00	66.67%
4.25	SUBDRAIN OUTLETS AND CONNECTIONS, RCP/INTAKH, 8 IN. DIA.	EA	77.00		77.00	\$ 252.00	\$ 19,404.00		\$ -	77.00	77.00	\$ 19,404.00	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	375.00		375.00	\$ 47.50	\$ 17,812.50		\$ -	375.00	375.00	\$ 17,812.50	0.00	100.00%
5.02	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	121.00		121.00	\$ 63.00	\$ 7,623.00		\$ -	121.00	121.00	\$ 7,623.00	0.00	100.00%
5.03	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	3,845.00		3,845.00	\$ 47.25	\$ 181,676.25		\$ -	3845.00	3,845.00	\$ 181,676.25	0.00	100.00%
5.04	WATER SERVICE STUB, POLYETHYLENE, 1 IN.	EA	1.00		1.00	\$ 1,732.50	\$ 1,732.50		\$ -	1.00	1.00	\$ 1,732.50	0.00	100.00%
5.05	VALVE, GATE, 8 IN. DIA.	EA	5.00		5.00	\$ 1,890.00	\$ 9,450.00		\$ -	5.00	5.00	\$ 9,450.00	0.00	100.00%
5.06	VALVE, GATE, 8 IN. DIA.	EA	2.00		2.00	\$ 2,487.50	\$ 4,935.00		\$ -	2.00	2.00	\$ 4,935.00	0.00	100.00%
5.07	VALVE, GATE, 10 IN. DIA.	EA	7.00		7.00	\$ 2,940.00	\$ 20,580.00		\$ -	7.00	7.00	\$ 20,580.00	0.00	100.00%
5.08	FIRE HYDRANT ASSEMBLY	EA	11.00		11.00	\$ 5,565.00	\$ 61,215.00		\$ -	11.00	11.00	\$ 61,215.00	0.00	100.00%
5.09	FLUSHING DEVICE (BLOWOFF FIRE HYDRANT)	EA	6.00		6.00	\$ 4,725.00	\$ 28,350.00		\$ -	6.00	6.00	\$ 28,350.00	0.00	100.00%
5.10	RELOCATE TEMPORARY FIRE HYDRANT	EA	2.00		2.00	\$ 1,942.50	\$ 3,885.00		\$ -	2.00	2.00	\$ 3,885.00	0.00	100.00%
5.11	VALVE BOX, ADJUSTMENT	EA	5.00		5.00	\$ 210.00	\$ 1,050.00		\$ -	2.00	2.00	\$ 420.00	3.00	40.00%
5.12	WATER MAIN, REMOVAL	LF	70.00		70.00	\$ 23.00	\$ 1,610.00		\$ -	70.00	70.00	\$ 1,610.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	MANHOLE, TYPE SW-501, 48 IN. DIA. (SANITARY SEWER)	EA	14.00		14.00	\$ 14,700.00	\$ 205,800.00	0.80	\$ 11,760.00	13.20	14.00	\$ 205,800.00	0.00	100.00%
6.02	MANHOLE, TYPE SW-401, 60 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$ 6,615.00	\$ 6,615.00	0.10	\$ 661.50	0.90	1.00	\$ 6,615.00	0.00	100.00%
6.03	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	4.00		4.00	\$ 2,895.00	\$ 11,340.00	0.30	\$ 850.50	3.70	4.00	\$ 11,340.00	0.00	100.00%
6.04	INTAKE, TYPE SW-501, SINGLE GRATE INTAKE	EA	2.00		2.00	\$ 7,980.00	\$ 15,960.00	0.10	\$ 798.00	1.90	2.00	\$ 15,960.00	0.00	100.00%
6.05	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE	EA	18.00		18.00	\$ 4,515.00	\$ 81,270.00	0.90	\$ 4,063.50	16.90	17.80	\$ 80,367.00	0.20	98.89%
6.06	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE	EA	8.00		8.00	\$ 8,150.00	\$ 65,200.00	0.80	\$ 6,552.00	7.20	8.00	\$ 65,200.00	0.00	100.00%
6.07	INTAKE, TYPE SW-506, DOUBLE GRATE INTAKE WITH MANHOLE (MOD)	EA	8.00		8.00	\$ 12,757.50	\$ 102,060.00	0.10	\$ 1,275.75	7.90	8.00	\$ 102,060.00	0.00	100.00%
6.08	INTAKE, TYPE SW-511, CIRCULAR AREA INTAKE, 24 IN. DIA.	EA	2.00		2.00	\$ 3,045.00	\$ 6,090.00		\$ -	1.00	1.00	\$ 3,045.00	1.00	50.00%
6.09	EXTERNAL DIP CONNECTION	EA	6.00		6.00	\$ 5,510.00	\$ 33,060.00		\$ -	5.00	5.00	\$ 32,550.00	1.00	83.33%
6.10	INTAKE ADJUSTMENT, MINOR	EA	1.00		1.00	\$ 997.50	\$ 997.50		\$ -	1.00	1.00	\$ 997.50	0.00	100.00%
6.11	REMOVE INTAKE, STORM	EA	2.00		2.00	\$ 682.50	\$ 1,365.00		\$ -	2.00	2.00	\$ 1,365.00	0.00	100.00%
6.12	STANDPIPE	EA	1.00		1.00	\$ 630.00	\$ 630.00		\$ -	1.00	1.00	\$ 630.00	0.00	100.00%
6.13	REMOVE STANDPIPE	EA	1.00		1.00	\$ 735.00	\$ 735.00		\$ -	1.00	1.00	\$ 735.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

STREETS AND RELATED WORK													
7.01	PAYMENT, PCC, 2 IN., CLASS C-2UD MIX	SY	17,382.00		17,382.00	\$	51.25	\$	890,827.50	9,433.00	\$	483,441.25	7949.00
7.02	PAYMENT, PCC, 3 IN., CLASS C-2UD MIX	SY	345.00		345.00	\$	64.00	\$	22,080.00	1172.00	\$	11,008.00	173.00
7.03	PAYMENT, PCC, 7 IN., CLASS C-2UD MIX	SY	867.00		867.00	\$	53.00	\$	45,951.00	536.00	\$	28,408.00	165.00
7.04	PCC PAYMENT SAMPLES AND TESTING	LS	1.00		1.00	\$	7,500.00	\$	7,500.00	0.45	\$	3,375.00	0.45
7.05	REMOVAL OF SIDEWALK	SY	72.00		72.00	\$	25.00	\$	1,800.00		\$	-	42.00
7.06	SIDEWALK, PCC, 4 IN.	SY	17.00		17.00	\$	94.50	\$	1,606.50		\$	-	0.00
7.07	SIDEWALK, PCC, 5 IN.	SY	3,223.00		3,223.00	\$	36.25	\$	116,833.75	889.00	\$	32,226.25	889.00
7.08	SIDEWALK, PCC, 6 IN.	SY	214.00		214.00	\$	100.00	\$	21,400.00		\$	-	0.00
7.09	DIRECTABLE WARNING	SF	242.00		242.00	\$	55.00	\$	13,310.00		\$	-	242.00
7.10	DRIVEWAY, PCC, 6 IN.	SY	154.00		154.00	\$	98.00	\$	15,092.00	28.00	\$	2,744.00	126.00
7.11	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	50.00		50.00	\$	60.00	\$	3,000.00	28.00	\$	1,740.00	26.00
7.12	TEMPORARY DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TONS	84.00		84.00	\$	50.00	\$	4,200.00		\$	-	84.00
7.13	PAYMENT REMOVAL	SY	575.00		575.00	\$	20.00	\$	11,500.00		\$	-	482.00
TRAFFIC CONTROL													
8.01	PAINTED PAVEMENT MARKINGS, WATERBORNE	STA	5.00		5.00	\$	210.00	\$	1,050.00		\$	-	0.00
8.02	PAINTED PAVEMENT MARKINGS, DURABLE	STA	117.10		117.10	\$	65.00	\$	7,611.50		\$	-	0.00
8.03	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	30.00		30.00	\$	130.00	\$	3,900.00		\$	-	0.00
8.04	GROOVES CUT FOR PAVEMENT MARKINGS	STA	117.10		117.10	\$	35.00	\$	4,098.50		\$	-	0.00
8.05	GROOVES CUT FOR SYMBOLS AND LEGENDS	EA	30.00		30.00	\$	105.00	\$	3,150.00		\$	-	0.00
8.06	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$	6,500.00	\$	6,500.00	0.10	\$	650.00	0.90
8.07	PORTABLE DYNAMIC MESSAGE BOARD (PDMs)	DAYS	7.00		7.00	\$	135.00	\$	945.00		\$	-	7.00
8.08	TRAFFIC SIGNAGE	LS	1.00		1.00	\$	19,500.00	\$	19,500.00		\$	-	0.00
8.09	TRAFFIC SIGN RELOCATION	EA	8.00		8.00	\$	198.00	\$	1,584.00		\$	-	0.00
8.10	TRAFFIC SIGN REMOVAL	EA	2.00		2.00	\$	105.00	\$	210.00		\$	-	0.00
8.11	FIBER OPTIC CONDUIT (BLUB) - CITY (FURNISH & INSTALL)	LF	3,855.00		3,855.00	\$	6.50	\$	25,057.50	1,233.00	\$	8,014.50	185.00
8.12	FIBER OPTIC CONDUIT (ORANGE) - SCHOOL (FURNISH & INSTALL)	LF	3,670.00		3,670.00	\$	6.50	\$	23,855.00	1,231.00	\$	8,001.50	100.00
8.13	FIBER OPTIC HANDHOLES - TYPE III - CITY (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00	1.00	\$	1,300.00	1.00
8.14	FIBER OPTIC HANDHOLES - TYPE III - SCHOOL (FURNISH & INSTALL)	EA	3.00		3.00	\$	1,300.00	\$	3,900.00	1.00	\$	1,300.00	1.00
8.15	FIBER OPTIC HANDHOLES - TYPE IV - CITY (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00		\$	-	1.00
8.16	FIBER OPTIC HANDHOLES - TYPE IV - SCHOOL (FURNISH & INSTALL)	EA	2.00		2.00	\$	1,510.00	\$	3,020.00	1.00	\$	1,510.00	1.00
SITE WORK AND LANDSCAPING													
9.01	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, TYPE I	AC	11.40		11.40	\$	1,260.00	\$	14,364.00		\$	-	0.00
9.02	CONVENTIONAL SEEDING, SEEDING, FERT., TYPE 4 (TEMP SEEDING)	AC	16.16		16.16	\$	100.00	\$	1,616.00		\$	-	0.00
9.03	HYDRAULIC MULCHING (HPM)	LF	16.16		16.16	\$	2,000.00	\$	32,320.00	1.10	\$	2,200.00	1.10
9.04	FILTER SOCKS, 12 IN.	LF	825.00		825.00	\$	2.50	\$	2,062.50		\$	-	0.00
9.05	FILTER SOCKS, REMOVAL	LF	825.00		825.00	\$	0.50	\$	412.50		\$	-	0.00
9.06	RIP RAV, CLASS E	TONS	48.00		48.00	\$	76.50	\$	3,672.00	25.00	\$	1,912.50	67.00
9.07	SILT FENCE	LF	9,285.00		9,285.00	\$	0.10	\$	928.50		\$	-	493.00
9.08	SILT FENCE, REMOVAL OF DEVICE	TONS	585.00		585.00	\$	40.00	\$	23,400.00		\$	-	652.00
9.09	STABILIZED CONSTRUCTION ENTRANCE	AC	27.56		27.56	\$	500.00	\$	13,780.00		\$	-	0.00
9.10	EROSION CONTROL, MULCHING, STRAW	EA	41.00		41.00	\$	685.00	\$	28,085.00	24.00	\$	16,440.00	24.00
9.11	INLET PROTECTION DEVICE, ROCK	EA	80.00		80.00	\$	132.00	\$	10,560.00	40.00	\$	5,280.00	34.00
9.12	INLET PROTECTION DEVICE, DROP-IN	EA	80.00		80.00	\$	30.00	\$	2,400.00		\$	-	0.00
9.13	INLET PROTECTION DEVICE, MAINTENANCE AND REMOVAL	EA	80.00		80.00	\$	30.00	\$	2,400.00		\$	-	0.00
MISCELLANEOUS													
11.01	MOBILIZATION	LS	1.00		1.00	\$	140,000.00	\$	140,000.00		\$	-	1.00
11.02	MAINTENANCE OF POSTAL SERVICE	LS	1.00		1.00	\$	3,000.00	\$	3,000.00		\$	-	0.95
11.03	CONCRETE WASHOUT	EA	2.00		2.00	\$	7,500.00	\$	15,000.00	1.05	\$	7,875.00	0.90
CHANGE ORDER ITEMS													
12.01	SANITARY SEWER GRAVITY MAIN, TRENCHIED, PVC (A-2000), 18 IN. D/A	EA	1,123.00		1,123.00	\$	195.00	\$	218,985.00		\$	-	1123.00
12.02	LOWER EXISTING NW WHEEL DRIVE WATER MAIN	LS	1.00		1.00	\$	3,811.50	\$	3,811.50		\$	-	1.00
12.03	WHEEL CONTROL, WITH GRADING AND MOVING	LS	1.00		1.00	\$	875.00	\$	875.00		\$	-	1.00
12.04	MANHOLE, TYPE SW-401, 48 IN. DIA. (STORM SEWER)	EA	1.00		1.00	\$	4,950.00	\$	4,950.00		\$	-	1.00
12.05	SUBURBAN CORRUGATED PVC, 6 IN. DIA.	LF	600.00		600.00	\$	20.00	\$	12,000.00		\$	-	600.00
12.06	SUBGRADE TREATMENT, GEOGRID	SY	5,320.00		5,320.00	\$	4.50	\$	23,940.00		\$	-	5320.00

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$4,516,192.75 PAY PERIOD = \$639,856.25

COMPLETED = \$4,177,480.25

92.50%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 3, 2021	\$ 127,284.80
2	June 7, 2021	\$ 281,211.40
3	July 6, 2021	\$ 401,371.44
4	August 2, 2021	\$ 371,158.60
5	September 6, 2021	\$ 362,441.85
6	October 4, 2021	\$ 379,526.66
7	November 1, 2021	\$ 244,438.80
8	December 6, 2021	\$ 332,705.91
9	January 3, 2022	\$ 487,258.09
10	May 2, 2022	\$ 88,532.40
11	June 6, 2022	\$ 33,853.25
12	July 5, 2022	\$ 247,648.85
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Previous Applications for Payment

No.	Date	Amount
36		
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PREVIOUS PAY APP TOTAL = \$ 3,357,432.05

Record of Change Orders

No.	Date	Amount
1	April 19, 2021	\$ (78,890.75)
2	June 7, 2021	\$ 3,811.50
3	November 1, 2021	\$ 875.00
4	January 3, 2022	\$ 15,240.00
5	June 6, 2022	\$ (600.00)
6	July 5, 2022	\$ 49,080.00
7		
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CHANGE ORDER TOTAL = \$ (10,484.25)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	April 1, 2021

Substantial Completion

Contract Working Days:	190.0
Added by Change Order:	6.0
Total Working Days:	196.0
Working Days Used to Date:	234.5
Working Days Remaining:	(38.5)

Full Completion

Contract Working Days:	12.0
Added by Change Order:	
Total Working Days:	12.0
Working Days Used to Date:	
Working Days Remaining:	12.0



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the August 1, 2022 Accounts Payable. (Finance Committee: T. Shafer, Chp, K. Whiting, B. Bentz)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 AP Check Report
 AP Recap

VENDOR SET: 01 City of Ankeny
 BANK: * ALL BANKS
 DATE RANGE: 7/21/2022 THRU 8/03/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010088	TRUCK CENTER COMPANIES EAST LL							
M-CHECK	TRUCK CENTER COMPANIES EUNPOST	V	7/28/2022			005345		696.96CR
C-CHECK	VOID CHECK	V	8/01/2022			237710		
C-CHECK	VOID CHECK	V	8/01/2022			237718		

* * 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	696.96CR	696.96CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			3	696.96CR	0.00	0.00
BANK:		TOTALS:	3	696.96CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 7/21/2022 THRU 8/03/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-220726	7/3-7/9/22 NORTH ZONE MOWING	R	8/01/2022	5,382.72		237629		
I-220727	7/3-7/9 HIGH PROFILE MOWING	R	8/01/2022	3,524.30		237629		
I-220728	7/9-7/12/22 SOUTH ZONE	R	8/01/2022	4,654.26		237629		
I-220729	7/10-7/15 NORTH ZONE	R	8/01/2022	5,382.72		237629		
I-220730	7/9-7/15 HIGH PROFILE MOWING	R	8/01/2022	3,467.98		237629		
I-220731	7/15-7/18/22 SOUTH ZONE MOWING	R	8/01/2022	4,654.26		237629		27,066.24
	*** VENDOR TOTALS ***					1 CHECKS		27,066.24
004997	ABSOLUTE CONCRETE							
I-PAY 4-NE36TH RECON	PAY 4-NE 36TH ST RECON/I35-4MD	R	8/01/2022	298,620.34		237630		298,620.34
004997	ABSOLUTE CONCRETE							
I-RTNG-SE 8TH RECON	RTNG-SE 8TH ST RECON-PH2	R	8/01/2022	24,423.04		237631		24,423.04
	*** VENDOR TOTALS ***					2 CHECKS		323,043.38
000003	ACCO UNLIMITED CORP							
I-0224137-IN	CHEMICALS - PRAC	R	8/01/2022	641.00		237632		
I-0224138-IN	CHEMICALS- CFAC	R	8/01/2022	1,177.00		237632		
I-0224185-IN	CHEMICALS - PRAC	R	8/01/2022	335.70		237632		
I-0224198-IN	CHEMICALS - PRAC	R	8/01/2022	727.60		237632		
I-0224227-IN	BICARB CHEMICALS- AC	R	8/01/2022	298.05		237632		
I-0224346-IN	CHEMICALS - PRAC	R	8/01/2022	533.20		237632		
I-0224347-IN	CHEMICALS - CFAC	R	8/01/2022	2,401.00		237632		
I-0224412-IN	CHEMICALS - CFAC	R	8/01/2022	706.40		237632		6,819.95
	*** VENDOR TOTALS ***					1 CHECKS		6,819.95
000164	G & S HARDWARE INC							
I-208036/2	FASTENERS/NUTS/BOLTS-DOG PK	R	8/01/2022	8.55		237633		8.55
	*** VENDOR TOTALS ***					1 CHECKS		8.55
005541	ACUSHNET COMPANY							
I-913550555	SPECIAL ORDER MERCH	R	8/01/2022	73.99		237634		
I-913676063	SPECIAL ORDER MERCH FOR RESALE	R	8/01/2022	132.56		237634		
I-913700613	STOCK MERCH FOR RESALE	R	8/01/2022	51.45		237634		
I-913700957	STOCK MERCH FOR RESALE	R	8/01/2022	1,058.40		237634		
I-913755431	SPECIAL ORDER MERCH	R	8/01/2022	132.55		237634		
I-913773667	SPECIAL ORDER MERCH	R	8/01/2022	132.55		237634		
I-913778071	STOCK MERCH FOR RESALE - OC	R	8/01/2022	51.45		237634		
I-913784545	STOCK MERCH FOR RESALE -OC	R	8/01/2022	51.45		237634		
I-913784595	STOCK MERCH FOR RESALE -OC	R	8/01/2022	1,390.53		237634		3,074.93
	*** VENDOR TOTALS ***					1 CHECKS		3,074.93

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 7/21/2022 THRU 8/03/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000026	AHLERS & COONEY PC							
I-826552	2020 GO LEASE (GF)	E	8/03/2022	2,219.00		005362		2,219.00
	*** VENDOR TOTALS ***					1 CHECKS		2,219.00
000226	AIRGAS NORTH CENTRAL INC							
I-9989235179	CYLINDER RENTALS - CG	R	8/01/2022	864.96		237635		
I-9989235180	WELDING RENTALS -PKS	R	8/01/2022	35.91		237635		900.87
	*** VENDOR TOTALS ***					1 CHECKS		900.87
009262	AMAZON CAPITAL SERVICES INC							
I-1CGG-RDJR-VTYP	DESKTOP SPEAKERS STOCK - IT	E	8/03/2022	151.44		005423		
I-1DX9-NMVR-3K4L	BRIDGE RIBBON CUTTING SUPP-COM	E	8/03/2022	69.66		005423		
I-1FJL-WDGM-D4WF	HALOGEN BULBS -FD	E	8/03/2022	30.12		005423		
I-1GHT-WFKW-PR9H	CIRCUIT BREAKER FINDER - MU	E	8/03/2022	205.97		005423		
I-1H6Y-VN43-HNJJ	LAPTOP CHARGER - PD	E	8/03/2022	82.99		005423		
I-1JNW-4VD9-MK7L	LEGAL PADS - PD	E	8/03/2022	28.49		005423		
I-1LJ4-1LJH-YRPK	BATTERY/WRENCH KIT/GRINDER-MU	E	8/03/2022	803.98		005423		
I-1LM7-GCJ3-MNCT	ASSISTANT CM MOUSE	E	8/03/2022	44.37		005423		
I-1P19-WQTQ-7DD4	NAPKIN RECEPTACLE LINERS-OC	E	8/03/2022	36.95		005423		
I-1VNF-T6QW-YRCC	LEAF BLOWER/SAW - MU	E	8/03/2022	276.37		005423		
I-1YKG-KF49-CWQ3	USB HUB - PD	E	8/03/2022	49.44		005423		1,779.78
	*** VENDOR TOTALS ***					1 CHECKS		1,779.78
010761	AMAZON.COM CORPORATE CREDIT							
C-684593983695	REFUND ON BOOK-KL	E	8/03/2022	14.95CR		005431		
I-464379779585	MISC BOOKS - KL	E	8/03/2022	175.00		005431		
I-468739533785	BOOKS - KL	E	8/03/2022	133.11		005431		
I-469895689954	MULTIMEDIA - KL	E	8/03/2022	35.58		005431		
I-497884964873	MISC MULTIMEDIA - KL	E	8/03/2022	167.63		005431		
I-634589866776	PROGRAM SUPPLIES - KL	E	8/03/2022	282.47		005431		
I-657383854679	MULTIMEDIA - KL	E	8/03/2022	16.99		005431		
I-895659933495	MEETING OWL -JHN DR GRNT	E	8/03/2022	999.00		005431		
I-944869488663	CASEMATIX CASE-JHN DR GRNT	E	8/03/2022	59.99		005431		1,854.82
	*** VENDOR TOTALS ***					1 CHECKS		1,854.82
007835	AMERICAN RED CROSS-TRAINING SV							
I-22462273	LIFEGUARDING CLASS -AC	R	8/01/2022	246.00		237636		246.00
	*** VENDOR TOTALS ***					1 CHECKS		246.00
002676	ANIMAL RESCUE LEAGUE							
I-637	JUNE ANIMAL INTAKE - PD	E	8/03/2022	2,625.00		005392		2,625.00
	*** VENDOR TOTALS ***					1 CHECKS		2,625.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 7/21/2022 THRU 8/03/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000012	MILLENNIUM II CORPORATION							
I-10711173	DEGREASER - ACC	R	8/01/2022	6.26		237637		
I-1071165	CONNECTOR/CLAMP - PKS	R	8/01/2022	6.06		237637		
I-1071179	HILLMAN - PRSC	R	8/01/2022	2.30		237637		
I-1071233	CONNECTOR - PKS	R	8/01/2022	1.44		237637		
I-1071537	HILLMAN/SOAP - OC M	R	8/01/2022	16.62		237637		
I-1071823	CPLNG/BIT/SCREW/DRILL - MU	R	8/01/2022	52.06		237637		
I-1072583	HILLMAN/THREADLOCKER-PKS	R	8/01/2022	17.94		237637		
I-1072666	BLUE/ RED PAINT - PRSC	R	8/01/2022	56.70		237637		
I-1072679	HILLMAN / BOLT - PKS	R	8/01/2022	20.84		237637		
I-1072828	HILLMAN - AC	R	8/01/2022	9.52		237637		189.74
	*** VENDOR TOTALS ***					1 CHECKS		189.74
004201	TSJM TOWING SERVICE LLC							
I-22-47792	UNIT #92 TOW/HOOK FEE	R	8/01/2022	50.00		237638		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
004518	AQUACLEAR							
I-6528	JUNE LAKE MANAGEMENT-PRSC	R	8/01/2022	961.56		237639		961.56
	*** VENDOR TOTALS ***					1 CHECKS		961.56
002625	PHILIP L ASCHEMAN PHD							
I-7/13/2022	PD ANNUAL EVALS	R	8/01/2022	2,760.00		237640		
I-7/25/2022	PRE EMP PSYCH EVALS - PD	R	8/01/2022	645.00		237640		3,405.00
	*** VENDOR TOTALS ***					1 CHECKS		3,405.00
007234	AUTOMATED LOGIC CONTRACTING SE							
I-400305	HEATING & COOLING MAINT-PW	R	8/01/2022	771.25		237641		771.25
	*** VENDOR TOTALS ***					1 CHECKS		771.25
000067	BAKER & TAYLOR INC							
I-2036863435	MISC BOOKS - KL	E	8/03/2022	3.59		005364		
I-2036872328	MISC BOOKS - KL	E	8/03/2022	1,886.41		005364		
I-2036879931	MISC BOOKS - KL	E	8/03/2022	440.74		005364		
I-2036884391	MISC BOOKS - KL	E	8/03/2022	234.34		005364		
I-2036886535	MISC BOOK - KL	E	8/03/2022	277.71		005364		
I-2036894179	MISC BOOKS - KL	E	8/03/2022	348.93		005364		
I-2036899260	MISC BOOKS - KL	E	8/03/2022	467.94		005364		3,659.66
	*** VENDOR TOTALS ***					1 CHECKS		3,659.66
006127	BATTERIES PLUS BULBS #203							
I-P53102419	BATTERIES - FD	R	8/01/2022	15.98		237642		15.98
	*** VENDOR TOTALS ***					1 CHECKS		15.98

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 7/21/2022 THRU 8/03/2022

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000817	BAUER BUILT INCORPORATED							
I-270173121	UNIT #986 AXLE ALIGNMENT	R	8/01/2022	130.00		237643		130.00
	*** VENDOR TOTALS ***					1 CHECKS		130.00
006349	HY-VEE INC-BDI							
I-39696	ALCOHOL FOR RESALE-OC	R	8/01/2022	1,020.62		237644		
I-40194	ALCOHOL FOR RESALE - OC	R	8/01/2022	845.96		237644		1,866.58
	*** VENDOR TOTALS ***					1 CHECKS		1,866.58
009686	BLUEBEAM, INC							
I-1464963	BLUEBLEAM SOFTWARE	E	8/03/2022	349.00		005429		349.00
	*** VENDOR TOTALS ***					1 CHECKS		349.00
008100	BOMGAARS SUPPLY INC							
I-65973089	BOOTS - DIDONATO	R	8/01/2022	140.00		237645		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
009487	BOOT BARN INC							
I-INV00180846	BOOTS - EVANS	E	8/03/2022	104.38		005426		
I-INV00182341	BOOTS - RANDOLPH	E	8/03/2022	112.49		005426		216.87
	*** VENDOR TOTALS ***					1 CHECKS		216.87
005174	BOUND TREE MEDICAL LLC							
C-70322558	CR: EMS SUPPLIES - FD	R	8/01/2022	63.87CR		237646		
I-84586755	EMS SUPPLIES - FD	R	8/01/2022	428.50		237646		
I-84588468	EMS SUPPLIES - FD	R	8/01/2022	41.82		237646		
I-84588469	EMS SUPPLIES - FD	R	8/01/2022	269.60		237646		
I-84590452	EMS SUPPLIES - FD	R	8/01/2022	35.86		237646		
I-84597110	EMS SUPPLIES - FD	R	8/01/2022	427.36		237646		
I-84600713	RING CUTTER - FD	R	8/01/2022	29.58		237646		
I-84600714	EMS SUPPLIES - FD	R	8/01/2022	624.99		237646		
I-84600715	EMS SUPPLIES - FD	R	8/01/2022	203.83		237646		
I-84600716	EMS SUPPLIES - FD	R	8/01/2022	187.92		237646		2,185.59
	*** VENDOR TOTALS ***					1 CHECKS		2,185.59
000127	BRICK GENTRY PC							
I-379469	6/25/2022 STATEMENT 224.017	R	8/01/2022	75.00		237647		
I-379471	6/25/2022 STATEMENT 224.001	R	8/01/2022	2,010.00		237647		
I-379474	06/25/2022 STATEMENT 224.010	R	8/01/2022	465.00		237647		
I-379475	6/25/2022 STATEMENT 224.003	R	8/01/2022	285.00		237647		
I-379476	06/25/2022 STATEMENT 224.011	R	8/01/2022	1,290.00		237647		4,125.00
	*** VENDOR TOTALS ***					1 CHECKS		4,125.00

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006467	DAN BRUNS							
I-07/2022 OFFICAL	07/2022 SMRFST SFTBL OFFICATNG	R	8/01/2022	128.00		237648		128.00
	*** VENDOR TOTALS ***					1 CHECKS		128.00
005497	BRYAN ROCK PRODUCTS INC							
I-53494	CLAY FOR PRSC	R	8/01/2022	3,446.70		237649		3,446.70
	*** VENDOR TOTALS ***					1 CHECKS		3,446.70
008738	BULB GUY LIGHTING							
I-17651	FUELING STATION LIGHTS	E	8/03/2022	116.72		005421		
I-17716	PUMP HOUSE LIGHTS - CFAC	E	8/03/2022	170.42		005421		287.14
	*** VENDOR TOTALS ***					1 CHECKS		287.14
004126	CALHOUN-BURNS AND							
I-2022173.00-2	ANNUAL BRIDGE INSPECT	R	8/01/2022	1,810.46		237650		1,810.46
	*** VENDOR TOTALS ***					1 CHECKS		1,810.46
000453	CARQUEST AUTO PARTS							
I-2330-751745	UNIT #92 SERP BELT	R	8/01/2022	15.94		237651		15.94
	*** VENDOR TOTALS ***					1 CHECKS		15.94
004613	CENTRAL IOWA DISTRIBUTING							
I-227982	GARBAGE BAGS FOR PRSC	E	8/03/2022	2,812.00		005397		
I-228114	JANITORIAL SUPPLIES -PRSC	E	8/03/2022	875.00		005397		
I-228361	JANITORIAL SUPPLIES - PKS	E	8/03/2022	1,408.00		005397		5,095.00
	*** VENDOR TOTALS ***					1 CHECKS		5,095.00
011409	CENTRAL MCGOWAN INC							
I-0000183886	HIGH PRESSURE CARB-OC PRO	E	8/03/2022	20.00		005434		
I-0000598898	BEVERAGES FOR RESALE-OC	E	8/03/2022	138.95		005434		158.95
	*** VENDOR TOTALS ***					1 CHECKS		158.95
003072	QWEST CORPORATION							
I-07/04/2022	07/04/2022 STATEMENT - TRFC	R	8/01/2022	100.89		237652		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
000426	CERTIFIED POWER INC							
I-40516367	DRIVELINE REPAIR -PRSC	R	8/01/2022	52.50		237653		52.50
	*** VENDOR TOTALS ***					1 CHECKS		52.50
000210	CHARLES GABUS FORD							
I-395074	AMB REPAIRS-FD	R	8/01/2022	7,156.55		237654		7,156.55
	*** VENDOR TOTALS ***					1 CHECKS		7,156.55

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004975	CHI CORPORATION							
I-35927	OVERLAND STORAGE LT07 - IT	R	8/01/2022	395.00		237655		395.00
	*** VENDOR TOTALS ***					1 CHECKS		395.00
011519	BRADLEY PETER CHIAFOS							
I-07/2022 SOFTBALL	07/2022 SMRFST SFTBL OFFICITNG	R	8/01/2022	96.00		237656		96.00
	*** VENDOR TOTALS ***					1 CHECKS		96.00
008614	TONY CHRISTOPH							
I-7/11-7/15/22	7/11-7/15/22 MEAL REIMBRSMNTS	E	8/03/2022	85.59		005420		85.59
	*** VENDOR TOTALS ***					1 CHECKS		85.59
004002	CINTAS CORPORATION							
I-4123722808	6/28/2022 SVCS - STREETS	R	8/01/2022	399.00		237657		
I-4124516930	7/06/22 SVCS - WATER	R	8/01/2022	161.99		237657		
I-4124517000	07/06/22 SVCS - STREETS	R	8/01/2022	399.00		237657		
I-4124602990	LINEN RENTALS - OC	R	8/01/2022	168.32		237657		
I-4125053700	07/12/22 SVCS - WATER	R	8/01/2022	161.99		237657		
I-4125053826	MAT RENTALS -ACC	R	8/01/2022	52.39		237657		
I-4125053838	MAT/UNIFORM RENTALS - PKS	R	8/01/2022	113.23		237657		
I-4125053872	07/12/22 SVCS - STREETS	R	8/01/2022	399.00		237657		
I-4125245007	7/13/22 SVCS - WASTEWATER	R	8/01/2022	136.22		237657		
I-4125348951	MAT / UNIFORM RENTALS-OC	R	8/01/2022	93.87		237657		
I-4125349025	LINEN RENTALS - OC	R	8/01/2022	136.70		237657		
I-4125777391	MAT / UNIFORM RENTAL - PKS	R	8/01/2022	113.94		237657		
I-4125777410	MAT RENTALS - ACC	R	8/01/2022	52.39		237657		
I-4126074801	MAT RENTALS - KL	R	8/01/2022	149.86		237657		2,537.90
	*** VENDOR TOTALS ***					1 CHECKS		2,537.90
002726	CITY OF DES MOINES TREASURY							
I-126186	FY23 #2 WRA MONTHLY ALLOCATION	R	8/01/2022	498,474.80		237658		498,474.80
	*** VENDOR TOTALS ***					1 CHECKS		498,474.80
011531	CIVICPLUS, LLC							
I-234113	WEBSITE CONTRACT	E	8/03/2022	12,560.11		005439		12,560.11
	*** VENDOR TOTALS ***					1 CHECKS		12,560.11
002407	CIVIL DESIGN ADVANTAGE LLC							
I-37765 #27	PAY 27-NW18TH EXT/WEIGL/SPRCE	E	8/03/2022	20,030.31		005389		20,030.31
	*** VENDOR TOTALS ***					1 CHECKS		20,030.31
009223	COMMERCIAL LIGHTING SERVICES I							
I-32480	FLAG POLE INSTALLATION - PRSC	R	8/01/2022	278.75		237659		278.75
	*** VENDOR TOTALS ***					1 CHECKS		278.75

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006379	CON-STRUCT INC							
I-113063	RAMPS - SE TRILEIN DRIVE	R	8/01/2022	12,371.50		237660		12,371.50
006379	CON-STRUCT INC							
I-113064	RAMPS - NE TRILEIN DRIVE	R	8/01/2022	16,170.00		237661		16,170.00
	*** VENDOR TOTALS ***					2 CHECKS		28,541.50
002566	CONSTRUCTION & AGGREGATE							
I-0354608-IN	UNIT #220 PVC/CLAMP	E	8/03/2022	65.00		005391		65.00
	*** VENDOR TOTALS ***					1 CHECKS		65.00
002992	CONSTRUCTION MATERIALS TESTING							
I-42110	CYLINDER MOLDS - ENGINEERING	E	8/03/2022	82.76		005394		82.76
	*** VENDOR TOTALS ***					1 CHECKS		82.76
002559	CONSUMERS ENERGY							
I-06/01/22-06/30/22	07/12/2022 STATEMENT	E	8/03/2022	2,398.79		005390		2,398.79
	*** VENDOR TOTALS ***					1 CHECKS		2,398.79
003533	5 TRAILS INC							
I-17904	MEDALS/PLAQUES-P&R	R	8/01/2022	1,040.60		237662		
I-17913	CUSTOM INSERT 2" P&R	R	8/01/2022	122.00		237662		1,162.60
	*** VENDOR TOTALS ***					1 CHECKS		1,162.60
001654	CUMMINS, INC							
I-J4-11051	GENERATOR REPAIRS FS2	E	8/03/2022	2,524.74		005381		
I-J4-11054	PW GENERATOR REPAIRS	E	8/03/2022	1,468.14		005381		
I-J4-14100	#122 REPAIR	E	8/03/2022	1,031.75		005381		5,024.63
	*** VENDOR TOTALS ***					1 CHECKS		5,024.63
000146	CENTURY HOMES CO							
I-0548487-IN	POND CHEMICALS-OC	R	8/01/2022	1,288.50		237663		
I-0548488-IN	BIG FOOT WSB - OC M	R	8/01/2022	235.00		237663		
I-0548489-IN	LOUISVILLE SLUGGER -PRSC	R	8/01/2022	778.40		237663		
I-0548529-IN	GRNTRX/Q4PLUS/IGNITN-PRSC	R	8/01/2022	712.72		237663		
I-0548795-IN	BIG FOOT WSB - OCM	R	8/01/2022	235.00		237663		3,249.62
	*** VENDOR TOTALS ***					1 CHECKS		3,249.62
003099	DELL MARKETING L P							
I-10595131532	PD REPORT ROOM PCS	R	8/01/2022	1,456.26		237664		
I-10599942780	PD REPORT ROOM PCS	R	8/01/2022	2,874.66		237664		4,330.92
	*** VENDOR TOTALS ***					1 CHECKS		4,330.92

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000605	DEMCO INC							
I-7154122	TAPE/CAPS/COVER - KL	E	8/03/2022	321.32		005376		321.32
	*** VENDOR TOTALS ***					1 CHECKS		321.32
011530	DES MOINES AREA COMMUNITY COLL							
I-S1551021	CDL COURSE-C. SCHATTSCHEIDER	R	8/01/2022	140.00		237665		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
000758	DES MOINES IRON & SUPPLY CO							
I-1904667681	FLT HR 1/2 X2 - OC M	R	8/01/2022	27.05		237666		27.05
	*** VENDOR TOTALS ***					1 CHECKS		27.05
000843	THE DES MOINES REGISTER							
I-0004749242	06/2022 LEGAL PUBLICATIONS	E	8/03/2022	1,426.92		005378		1,426.92
	*** VENDOR TOTALS ***					1 CHECKS		1,426.92
000700	DES MOINES STAMP MFG CO							
I-1203069	NOTARY STAMP - J. FREEMAN	E	8/03/2022	32.90		005377		32.90
	*** VENDOR TOTALS ***					1 CHECKS		32.90
000161	DEWEY FORD INC							
I-589111 FOW	UNIT #922 CAP	R	8/01/2022	6.99		237667		6.99
	*** VENDOR TOTALS ***					1 CHECKS		6.99
007342	DIAMOND MOWERS INC							
I-0222219-IN	UNIT #245 V BELT/TENSION ARM	R	8/01/2022	304.36		237668		304.36
	*** VENDOR TOTALS ***					1 CHECKS		304.36
004568	DOLL DISTRIBUTING LLC							
I-1040527	ALCOHOL FOR RESALE-OC	E	8/03/2022	1,367.70		005396		
I-1040658	ALCOHOL FOR RESALE - OC	E	8/03/2022	248.00		005396		
I-1043143	ALCOHOL FOR RESALE -HWKY	E	8/03/2022	467.45		005396		
I-1045111	ALCOHOL FOR RESALE-OC	E	8/03/2022	1,835.00		005396		
I-1047803	ALCOHOL FOR RESALE - HAWKEYE	E	8/03/2022	300.30		005396		
I-1049766	ALCOHOL FOR RESALE-OC	E	8/03/2022	2,277.30		005396		6,495.75
	*** VENDOR TOTALS ***					1 CHECKS		6,495.75
003288	TOM DOZLER							
I-7/18/2022	7/14-7/15/22 MILEAGE REIMBRSM	R	8/01/2022	11.88		237669		11.88
	*** VENDOR TOTALS ***					1 CHECKS		11.88
000299	DRA PROPERTIES LC							
I-08/2022 LAND ACQTN	08/2022 LAND ACQUISITION	R	8/01/2022	470.00		237670		
I-08/2022 LAND IMPRV	08/2022 LAND IMPROVEMENTS	R	8/01/2022	2,000.00		237670		
I-08/2022 LND IMPRV2	08/2022 LAND IMPROVEMENTS	R	8/01/2022	1,000.00		237670		
I-08/2022 TEMP ESMNT	08/2022 TEMPORARY EASEMENT	R	8/01/2022	950.00		237670		
I-08/2022 TEMP ESMT2	08/2022 TEMPORARY EASEMENT	R	8/01/2022	115.00		237670		4,535.00
	*** VENDOR TOTALS ***					1 CHECKS		4,535.00

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006319	EDWARD DON AND COMPANY							
I-28692756	SUPS FOR BLDG/ RESALE- OC	R	8/01/2022	319.86		237671		
I-28740286	CLEANERS/BANQUET SUPPLIES-OC	R	8/01/2022	308.77		237671		628.63
	*** VENDOR TOTALS ***					1 CHECKS		628.63
009084	ILLINOIS TOOL WORKS							
I-INV205658	ELEMENT FILTER - MU	R	8/01/2022	269.54		237672		269.54
	*** VENDOR TOTALS ***					1 CHECKS		269.54
005334	ENVIRONMENTAL SYSTEMS RESEARCH							
I-94289301	ARCGIS VIEWER 7/19/22-6/10/23	R	8/01/2022	89.59		237673		89.59
	*** VENDOR TOTALS ***					1 CHECKS		89.59
005478	EXCEL MECHANICAL COMPANY INC							
I-153938	PSB SPRING CHECK	E	8/03/2022	1,408.00		005406		
I-154089	SERVICE CHECK & REPAIR-PD	E	8/03/2022	2,364.90		005406		
I-154298	COMPRESSOR REPLACEMENT-OC	E	8/03/2022	2,821.62		005406		6,594.52
	*** VENDOR TOTALS ***					1 CHECKS		6,594.52
002285	FASTENAL COMPANY							
I-IADES417806	UNIT #743 WASHERS	E	8/03/2022	19.06		005388		19.06
	*** VENDOR TOTALS ***					1 CHECKS		19.06
006858	FERGUSON ENTERPRISES INC #1657							
I-0433186	ANNUAL SOFTWARE	R	8/01/2022	5,750.00		237674		5,750.00
	*** VENDOR TOTALS ***					1 CHECKS		5,750.00
009039	FINDAWAY WORLD LLC							
I-396866	MISC MULTIMEDIA - KL	R	8/01/2022	76.49		237675		
I-396999	MISC MULTIMEDIA - KL	R	8/01/2022	458.94		237675		
I-397157	MULTIMEDIA - KL	R	8/01/2022	60.94		237675		596.37
	*** VENDOR TOTALS ***					1 CHECKS		596.37
011234	FIRE SERVICE TRAINING BUREAU							
I-230029	HMAO -HINCHILEE	R	8/01/2022	50.00		237676		
I-230082	FFI - JOSHUA DORSETT	R	8/01/2022	50.00		237676		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
007648	DAIOHS USA INC							
I-620734	COFFEE SERVICES - PW	E	8/03/2022	93.50		005417		93.50
	*** VENDOR TOTALS ***					1 CHECKS		93.50
006979	BECKY FORD							
I-08/2022 FITNESS	DES MOINES ROWING CLUB	E	8/03/2022	185.40		005441		185.40
	*** VENDOR TOTALS ***					1 CHECKS		185.40

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011537	JENNIFER FOSTER							
I-CASE ANSHA1062178	CASE ANSHA1062178 WITNESS FEE	R	8/01/2022	5.00		237677		5.00
	*** VENDOR TOTALS ***					1 CHECKS		5.00
011538	JEREMY FOSTER							
I-CASE ANSHA1062178	CASE ANSHA1062178 WITNESS FEE	R	8/01/2022	21.00		237678		21.00
	*** VENDOR TOTALS ***					1 CHECKS		21.00
002078	FOTH & VAN DYKE LLC							
I-78153 #25	PAY 25-W1ST WDNG/IMP PH1	E	8/03/2022	82,812.47		005385		
I-78589	PRAIRIE TRAIL IV WETLAND	E	8/03/2022	1,456.88		005385		84,269.35
	*** VENDOR TOTALS ***					1 CHECKS		84,269.35
006632	MICHAEL FULLER							
I-08/2022 TEMP ESMNT	08/2022 TEMPORARY EASEMENT	R	8/01/2022	1,800.00		237679		1,800.00
	*** VENDOR TOTALS ***					1 CHECKS		1,800.00
000211	GALE							
I-78138174	JULY BASIC 8 PLAN	E	8/03/2022	185.18		005365		
I-78138247	JULY WHEELER HARDCVR 5 PLAN	E	8/03/2022	79.47		005365		
I-78138731	JULY CHRISTIAN ROMANCE 5 PLN	E	8/03/2022	125.20		005365		
I-78138785	JULY BIOGRAPHY 2 PLAN	E	8/03/2022	51.73		005365		
I-78147110	JULY CHRISTIAN ROMANCE 4 PLAN	E	8/03/2022	95.96		005365		
I-78147841	JULY 5 STAR WESTERN PLAN	E	8/03/2022	38.92		005365		
I-78154765	JULY CORE 8 PLAN	E	8/03/2022	153.69		005365		
I-78180496	JULY CORE 8 PLAN	E	8/03/2022	28.49		005365		
I-78182109	JULY LARGE PRINT DIST 5 PLAN	E	8/03/2022	47.24		005365		
I-78187693	JULY AFRICAN AMERICAN 2 PLAN	E	8/03/2022	50.23		005365		
I-78187785	JULY AMISH FICTION 3 PLAN	E	8/03/2022	72.72		005365		
I-78187828	JULY THRILLER 3 PLAN	E	8/03/2022	79.47		005365		
I-78187916	JULY CLEAN READS 3 PLAN	E	8/03/2022	72.72		005365		
I-78188249	JULY SFTVCR ROMANCE 3 PLAN	E	8/03/2022	61.47		005365		
I-78188253	JULY HISTORY FACT/FICTION 2	E	8/03/2022	52.48		005365		1,194.97
	*** VENDOR TOTALS ***					1 CHECKS		1,194.97
003712	GALLS, LLC							
I-021457310	MENS PANTS -FD	R	8/01/2022	140.00		237680		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
001775	GENERAL FIRE AND SAFETY							
I-62925	FIRE EXTINGUISHER INSPCTN-PD	E	8/03/2022	128.00		005382		128.00
	*** VENDOR TOTALS ***					1 CHECKS		128.00

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009681	GENERAL TRAFFIC CONTROLS, INC							
I-22221	LOW VOLTAGE ATC CABINET-TRFC	E	8/03/2022	14,890.00		005428		14,890.00
	*** VENDOR TOTALS ***					1 CHECKS		14,890.00
011387	GINGERICH WELL & PUMP SERVICE,							
I-PAY 4-WELL7/ASR3	PAY 4-WELL7/ASR3-BIDPKG1-CON	R	8/01/2022	1,464,706.93		237681		1,464,706.93
	*** VENDOR TOTALS ***					1 CHECKS		1,464,706.93
011517	GLOBAL VOICES, LLC							
I-22029260	INTERPRETATION SERVICES - PD	E	8/03/2022	60.00		005438		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00
011534	DAVID GODRON							
I-08/2022 TEMP ESMNT	08/2022 TEMPORARY EASEMENT	R	8/01/2022	905.00		237682		905.00
	*** VENDOR TOTALS ***					1 CHECKS		905.00
009054	GPS INDUSTRIES LLC							
I-LEASE0025889	8/1-8/31/22 VISAGE GPS RNTL-OC	R	8/01/2022	2,376.00		237683		2,376.00
	*** VENDOR TOTALS ***					1 CHECKS		2,376.00
000227	GRAINGER							
C-9369709127	HAND DRYER PARTS-CFAC	E	8/03/2022	61.74CR		005366		
C-9369709135	HAND DRYER - CFAC	E	8/03/2022	228.97CR		005366		
I-9361692966	HAND SOAP - PKS	E	8/03/2022	202.90		005366		
I-9361799597	HAND SOAP - AC	E	8/03/2022	204.24		005366		
I-9364711664	HAND DRYER PARTS-CFAC	E	8/03/2022	61.74		005366		
I-9364711706	HAND SOAP - MIRACLE PK	E	8/03/2022	101.45		005366		
I-9366361765	CBL TIE/SHOE COVER/SEALANT-MU	E	8/03/2022	292.57		005366		
I-9367873081	HAND DRYER - CFAC	E	8/03/2022	228.97		005366		
I-9376390374	LEAK DETECTOR - CG	E	8/03/2022	114.04		005366		
I-9380292228	CONTAINMENT POOL/sock - FD	E	8/03/2022	166.21		005366		
I-9383440519	HAND SOAP - AC	E	8/03/2022	304.35		005366		1,385.76
	*** VENDOR TOTALS ***					1 CHECKS		1,385.76
000229	GRAYBAR ELECTRIC CO INC							
I-9327666346	FIBER OPTIC CABLE: 2022	R	8/01/2022	30,618.00		237684		
I-9327685414	FIBER OPTIC CABLE: 2022	R	8/01/2022	2,646.00		237684		33,264.00
	*** VENDOR TOTALS ***					1 CHECKS		33,264.00
006348	GRAZIANO BROTHERS INC							
I-218672	FOOD FOR RESALE - OC	E	8/03/2022	216.00		005413		216.00
	*** VENDOR TOTALS ***					1 CHECKS		216.00

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010263	GREENLAND HOMES INC							
I-RES# 2020-369	SIDEWALK OVRSG-ASPEN RDG PLT5	R	8/01/2022	1,438.50		237685		1,438.50
	*** VENDOR TOTALS ***					1 CHECKS		1,438.50
010743	GREENS APPLIANCE							
I-35775035	TRIP/DIAGNOSTIC/REPAIR-FS#3	R	8/01/2022	104.00		237686		104.00
	*** VENDOR TOTALS ***					1 CHECKS		104.00
000252	GRIMES ASPHALT AND PAVING CORP							
I-22471	6/17/22 COLD MIX	R	8/01/2022	1,606.00		237687		
I-22639	7/14/22 COLD MIX	R	8/01/2022	3,157.98		237687		4,763.98
	*** VENDOR TOTALS ***					1 CHECKS		4,763.98
001978	HAWKINS INC							
I-6202435	CHEMICALS - MU	R	8/01/2022	2,350.14		237688		
I-6213700	CHEMICALS - MU	R	8/01/2022	2,626.54		237688		
I-6223560	CHEMICALS - MU	R	8/01/2022	3,766.73		237688		
I-6242585	CHEMICALS - MU	R	8/01/2022	3,529.33		237688		12,272.74
	*** VENDOR TOTALS ***					1 CHECKS		12,272.74
004853	HOLT TIRE SERVICE INC							
I-192300	GOLF FWY PRO - OCM	E	8/03/2022	141.98		005399		141.98
	*** VENDOR TOTALS ***					1 CHECKS		141.98
005531	HR GREEN INC							
I-154037 #11	PAY 11-NE36TH RECON I35-4M DR	E	8/03/2022	90,425.37		005408		
I-154217 #5	PAY 5-OC TRUNK SWR PH3	E	8/03/2022	9,254.05		005408		99,679.42
	*** VENDOR TOTALS ***					1 CHECKS		99,679.42
000253	HY-VEE INC							
I-4846068624	BREAK ROOM SUPPLIES - PW	R	8/01/2022	89.27		237689		
I-4846130040	WATER - FD	R	8/01/2022	25.96		237689		115.23
	*** VENDOR TOTALS ***					1 CHECKS		115.23
000219	ICMA							
I-FY23 #416158 MS	FY23 MEMBERSHIP-M SCHROCK	R	8/01/2022	1,400.00		237690		1,400.00
	*** VENDOR TOTALS ***					1 CHECKS		1,400.00
000266	INTERSTATE BATTERY SYSTEM							
I-40209726	BATTERIES - CG	E	8/03/2022	419.85		005367		
I-50018161	UNIT #84 BATTERY	E	8/03/2022	139.95		005367		559.80
	*** VENDOR TOTALS ***					1 CHECKS		559.80

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002623	INTERSTATE INDUSTRIAL INSTRUME							
I-219845	GAS/REGULATOR - MU	R	8/01/2022	390.00		237691		390.00
	*** VENDOR TOTALS ***					1 CHECKS		390.00
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4430418	ALCOHOL FOR RESALE - OC	R	8/01/2022	904.15		237692		
I-W-4436773	ALCOHOL FOR RESALE-OC	R	8/01/2022	1,030.35		237692		
I-W-4436847	ALCOHOL FOR RESALE - ACC	R	8/01/2022	325.80		237692		
I-W-4444114	ALCOHOL FOR RESALE-OC	R	8/01/2022	1,287.65		237692		3,547.95
	*** VENDOR TOTALS ***					1 CHECKS		3,547.95
005403	IOWA COMMUNITIES ASSURANCE POO							
I-107680	ADD EXCAVATOR	E	8/03/2022	96.00		005405		96.00
	*** VENDOR TOTALS ***					1 CHECKS		96.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0010136	TRASH BAGS - PKS	R	8/01/2022	358.80		237693		358.80
	*** VENDOR TOTALS ***					1 CHECKS		358.80
000481	IOWA DIVISION OF CRIMINAL INVE							
I-10/17-10/18/22 KL	2022 SOR SYMPOSIUM-K.LINDELL	R	8/01/2022	75.00		237694		
I-10/17-10/18/22 SB	2022 SOR SYMPOSIUM-S.BRAUN	R	8/01/2022	75.00		237694		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
001053	IOWA GOLF ASSOCIATION							
I-13161	MEMBER FEES - OC	E	8/03/2022	990.00		005380		990.00
	*** VENDOR TOTALS ***					1 CHECKS		990.00
007091	IOWA LAW ENFORCEMENT ACADEMY							
C-CR10008211	CR: INSTRCT AST-REED,WEBSTER	R	8/01/2022	225.00CR		237695		
C-CR10008250	CR: INSTRCT ASSIST-PARKS	R	8/01/2022	100.00CR		237695		
I-321111	OPEN SGHT RFL INSTR-DYER,PARKS	R	8/01/2022	350.00		237695		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
011525	IOWA PHYSICIANS CLINIC MEDICAL							
I-6/24/21 KWR (2)	KRIS RHODE SERVICES	R	8/01/2022	783.90		237696		
I-7/01/21 KWR (1)	KRIS RHODE SERVICES	R	8/01/2022	163.80		237696		
I-7/01/21 KWR (2)	KRIS RHODE SERVICES	R	8/01/2022	517.50		237696		1,465.20
	*** VENDOR TOTALS ***					1 CHECKS		1,465.20
000272	IOWA PRISON INDUSTRIES							
I-032207	SIGNS - PKS	R	8/01/2022	204.20		237697		
I-032403	SIGNS - MU	R	8/01/2022	468.00		237697		
I-032410	SIGNS - TRAFFIC	R	8/01/2022	1,259.20		237697		1,931.40
	*** VENDOR TOTALS ***					1 CHECKS		1,931.40

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005483	ANKENY SOCCER CLUB							
I-07/2022 CAMPS	07/2022 SOCCER CAMPS	R	8/01/2022	2,896.00		237698		2,896.00
	*** VENDOR TOTALS ***					1 CHECKS		2,896.00
001945	IOWA WORKFORCE DEVELOPMENT							
I-104098-9 06/30/22	BENEFIT CHARGES THRU 6/30/22	E	8/03/2022	3,637.99		005384		3,637.99
	*** VENDOR TOTALS ***					1 CHECKS		3,637.99
010037	I & S GROUP, INC							
I-82703	HIGH TRESTLE TRAIL PARK	R	8/01/2022	17,013.96		237699		17,013.96
	*** VENDOR TOTALS ***					1 CHECKS		17,013.96
000922	EDUTAINMENTLIVE LLC							
I-INV-9321	ITPRO TV RENEWAL	R	8/01/2022	861.45		237700		861.45
	*** VENDOR TOTALS ***					1 CHECKS		861.45
011472	JCG LAND SERVICES, INC.							
I-5/31/22 6264	5/31/22 ORALABOR AND STATE	E	8/03/2022	1,476.00		005436		
I-6/1-6/30/22 6264	6/1-6/30/22 ORALABOR AND STATE	E	8/03/2022	2,792.15		005436		4,268.15
	*** VENDOR TOTALS ***					1 CHECKS		4,268.15
007827	JEO CONSULTING GROUP INC							
I-134277 #14	PAY 14-SE 3RD ST IMP - PH1	E	8/03/2022	19,825.00		005418		
I-134278 #1	PAY 1-SE 3RD ST IMP - PH2	E	8/03/2022	6,090.00		005418		
I-134279 #12	PAY 12-SE DELAWARE AVE WDNG	E	8/03/2022	1,880.00		005418		27,795.00
	*** VENDOR TOTALS ***					1 CHECKS		27,795.00
006326	JOHNSON BROTHERS OF IOWA							
I-1711262	ALCOHOL FOR RESALE -OC	R	8/01/2022	63.60		237701		
I-1711263	ALCOHOL FOR RESALE - OC	R	8/01/2022	693.00		237701		
I-1714355	ALCOHOL FOR RESALE - OC	R	8/01/2022	63.60		237701		
I-1714356	ALCOHOL FOR RESALE - OC	R	8/01/2022	646.80		237701		
I-1714357	BEVERAGES FOR RESALE - OC	R	8/01/2022	37.10		237701		
I-1717546	ALCOHOL FOR RESALE -OC	R	8/01/2022	231.00		237701		
I-1717547	BEVERAGES FOR RESALE - OC	R	8/01/2022	74.20		237701		1,809.30
	*** VENDOR TOTALS ***					1 CHECKS		1,809.30
008438	DAVID A JONES							
I-07/22/2022 MEAL	07/20/2022 MEAL REIMBURSEMENT	E	8/03/2022	14.00		005442		14.00
	*** VENDOR TOTALS ***					1 CHECKS		14.00
000292	KARL CHEVROLET INC							
I-RO 868284	UNIT #624 REPAIRS	R	8/01/2022	2,116.24		237702		2,116.24
	*** VENDOR TOTALS ***					1 CHECKS		2,116.24

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006236	KAY PARK RECREATION							
I-196214	FY23 TAMMI BELL MEMORIAL	E	8/03/2022	1,567.00		005412		1,567.00
	*** VENDOR TOTALS ***					1 CHECKS		1,567.00
000065	RENEWABLE ENERGY GROUP INC							
I-568564	6/28/22 87E10/DIESEL DYED	E	8/03/2022	30,814.50		005363		
I-568729	7/12/22 87E10/DIESEL DYED	E	8/03/2022	29,326.29		005363		
I-90758	7/06/22 UNLEADED87/DIESEL	E	8/03/2022	1,414.52		005363		61,555.31
	*** VENDOR TOTALS ***					1 CHECKS		61,555.31
000581	MIDWEST MOTOR SUPPLY CO INC							
I-100106933	ORING/ELBOW/BEADS/VALVE-CG	E	8/03/2022	250.54		005374		250.54
	*** VENDOR TOTALS ***					1 CHECKS		250.54
003610	KING DELIVERY SERVICE INC							
I-20421	BOX OF FILES - CITY CLERK	R	8/01/2022	30.07		237703		30.07
	*** VENDOR TOTALS ***					1 CHECKS		30.07
008587	KINZLER CONSTRUCTION SERVICES							
I-2212899.0001	DOOR INSPECTION - MU	R	8/01/2022	101.50		237704		101.50
	*** VENDOR TOTALS ***					1 CHECKS		101.50
005189	KULLY SUPPLY INC							
I-584018	VACUUM BREAKER PARTS-PD	E	8/03/2022	43.90		005403		43.90
	*** VENDOR TOTALS ***					1 CHECKS		43.90
000402	LINDE GAS & EQUIPMENT							
I-10772351	FD OXYGEN JUNE	R	8/01/2022	1,198.27		237705		1,198.27
	*** VENDOR TOTALS ***					1 CHECKS		1,198.27
004810	LOGAN CONTRACTORS SUPPLY							
I-A70120	STREET MAINT SUPPLIES	E	8/03/2022	1,050.00		005398		
I-A81643	STREET MAINT SUPPLIES	E	8/03/2022	1,190.92		005398		2,240.92
	*** VENDOR TOTALS ***					1 CHECKS		2,240.92
000285	LUBE-TECH & PARTNERS LLC							
I-2959063	HD DEF ENDURANCE-FD	E	8/03/2022	264.00		005369		264.00
	*** VENDOR TOTALS ***					1 CHECKS		264.00
000470	LUMEN							
I-300728425	6/12/22-7/11/22 STATEMENT	E	8/03/2022	690.21		005373		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21

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009590	MAINSTREAM LIVING							
I-07132022-MSL	7/13/22 DAMAGE DEPOSIT REFUND	R	8/01/2022	100.00		237706		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002207	MANATTS INC							
I-5062782	6/8/22 D57-C20	E	8/03/2022	1,280.00		005386		
I-5064807	6/22/22 D57-C20	E	8/03/2022	1,425.00		005386		
I-5065337	6/24/22 C-4WR-C20	E	8/03/2022	1,298.00		005386		
I-5066294	6/30/22 D57-C20	E	8/03/2022	1,355.00		005386		
I-5066764	7/5/22 C-4WR-C20	E	8/03/2022	745.00		005386		
I-5067179	7/8/22 D57-C20	E	8/03/2022	800.00		005386		
I-5067970	7/14/22 C4WR C20 CL3	E	8/03/2022	1,129.00		005386		8,032.00
	*** VENDOR TOTALS ***					1 CHECKS		8,032.00
008131	MARTIN BROTHERS DISTRIBUTING C							
I-9564615	FOOD FOR RESALE -CFAC	E	8/03/2022	2,518.87		005419		
I-9569379	FOOD FOR RESALE - CFAC	E	8/03/2022	785.38		005419		
I-9573164	FOOD FOR RESALE -CFAC	E	8/03/2022	2,803.81		005419		6,108.06
	*** VENDOR TOTALS ***					1 CHECKS		6,108.06
001799	MARTIN MARIETTA AGGREGATE							
I-35947974	6/27/22 1" CLEAN	R	8/01/2022	1,235.73		237707		1,235.73
	*** VENDOR TOTALS ***					1 CHECKS		1,235.73
003649	HAROLD MCFADDEN							
I-07/2022 SFTBL	7/22 SMRFST SFTBL OFFICIATING	R	8/01/2022	128.00		237708		128.00
	*** VENDOR TOTALS ***					1 CHECKS		128.00
004747	MENARDS							
C-70670	CR: TEXTURED LAY IN - PD	R	8/01/2022	38.90CR		237709		
I-69757	HOLE SAW/DRILL BIT SET - TRFC	R	8/01/2022	125.97		237709		
I-69857	FLEX GLUE - PW	R	8/01/2022	12.99		237709		
I-70318	TRAY/BOTTLE/SOAP - MU	R	8/01/2022	47.35		237709		
I-70328	PWR SPLY/CBLE/GALV/CAT IV-TRFC	R	8/01/2022	109.17		237709		
I-70534 07/05/22	PHOTOCELL - PKS	R	8/01/2022	9.99		237709		
I-70544 07/05/22	SHUT OFF/HOSE - P&R	R	8/01/2022	34.96		237709		
I-70545	TEST PLUGS - PD	R	8/01/2022	19.76		237709		
I-70554	CONTS/TEST PLUGS - PD	R	8/01/2022	35.96		237709		
I-70559	WOOD HNDL/GALV NPPL - PW	R	8/01/2022	26.44		237709		
I-70599	VINYL TAPE/OUTLET/RTCHT-CFAC	R	8/01/2022	40.12		237709		
I-70600	LG PICTURE STRIPS - PD	R	8/01/2022	7.88		237709		
I-70625	IRRIGATION SUPPLIES - PKS	R	8/01/2022	18.06		237709		
I-70659	TEXTURED LAY IN - PD	R	8/01/2022	38.90		237709		
I-70671 07/07/22	REMOTE -PKS	R	8/01/2022	6.99		237709		
I-70672	CEILING TILES - PD	R	8/01/2022	4.94		237709		
I-70675	WASHERS/NITRILE GLOVES - PW	R	8/01/2022	24.96		237709		
I-70706	MASKS/CABLE TIES - FD	R	8/01/2022	9.47		237709		
I-70752	PVC CONDUIT - MU	R	8/01/2022	44.84		237709		

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I-70856	OSB/SCREWS/FURRING- FD	R	8/01/2022	357.21		237709		
I-70859	STEP LADDER - TRFC	R	8/01/2022	84.00		237709		
I-70860	BITSKT/DRIVE BIT HLD-CH	R	8/01/2022	21.96		237709		
I-70882	EPOXY SYRINGE - PW	R	8/01/2022	6.98		237709		
I-70923	HOSE KIT/METAL CUT/BIT/WASH-MU	R	8/01/2022	23.40		237709		
I-70934	PVC/GANG BOX - MU	R	8/01/2022	43.51		237709		
I-71000	VACUUM BREAKER KIT -CH	R	8/01/2022	3.98		237709		
I-71002	VACUUM BREAKER KIT - OC	R	8/01/2022	3.98		237709		
I-71009	BOLT SNAP - PKS	R	8/01/2022	8.76		237709		
I-71044	HAMMER/AVIATION SNIPS - TRFC	R	8/01/2022	50.73		237709		
I-71051	GALV/BOLTS/BAR/BAND/WIRE-PKS	R	8/01/2022	179.90		237709		
I-71052	CONCRETE REPAIR MORTAR - MU	R	8/01/2022	21.98		237709		
I-71093	GE COVER -KL	R	8/01/2022	15.96		237709		
I-71109	STENSILS/PAINT/HOOKS - FD	R	8/01/2022	33.06		237709		1,435.26
	*** VENDOR TOTALS ***					1 CHECKS		1,435.26
007664	MERCY NORTH PHARMACY							
I-07/14/2022	EMS SUPPLIES - FD	R	8/01/2022	154.86		237711		154.86
	*** VENDOR TOTALS ***					1 CHECKS		154.86
007653	STEPHEN G WEIHS							
I-1083	URINAL SCREENS - MU	R	8/01/2022	280.80		237712		280.80
	*** VENDOR TOTALS ***					1 CHECKS		280.80
005317	MID AMERICAN SIGNAL INC							
I-22-435	POWER CORD - TRFC	E	8/03/2022	196.00		005404		196.00
	*** VENDOR TOTALS ***					1 CHECKS		196.00
000271	MIDAMERICAN ENERGY COMPANY							
I-FY23#2 1695158009	07/14/2022 STATEMENT	E	8/03/2022	160,556.14		005368		160,556.14
	*** VENDOR TOTALS ***					1 CHECKS		160,556.14
1	BALTISBERGER, RESA							
I-000202207278978	US REFUND	R	8/01/2022	92.37		237567		92.37
1	BEADERSTADT, JOHN							
I-000202207278947	US REFUND	R	8/01/2022	44.63		237568		44.63
1	BISBO, COLTON							
I-000202207278992	US REFUND	R	8/01/2022	99.83		237569		99.83
1	BURR, CRYSTA							
I-000202207278964	US REFUND	R	8/01/2022	98.80		237570		98.80

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			DATE			NO	STATUS	AMOUNT
1	CASTILLO, JENNIFER							
	I-000202207278986 US REFUND	R	8/01/2022	77.11		237571		77.11
1	CHANDLER, JUSTIN							
	I-000202207278970 US REFUND	R	8/01/2022	54.61		237572		54.61
1	CLARK, LEAH							
	I-000202207278941 US REFUND	R	8/01/2022	100.00		237573		100.00
1	COOLEY, JENNIFER							
	I-000202207278940 US REFUND	R	8/01/2022	99.52		237574		99.52
1	CRALL, JOHN W							
	I-000202207278989 US REFUND	R	8/01/2022	30.07		237575		30.07
1	CRISS, CHAD							
	I-000202207278987 US REFUND	R	8/01/2022	100.00		237576		100.00
1	CROCK, JOSEPH							
	I-000202207278952 US REFUND	R	8/01/2022	65.48		237577		65.48
1	DAVIS, CIARA							
	I-000202207278948 US REFUND	R	8/01/2022	37.01		237578		37.01
1	DINSMORE, AUSTIN							
	I-000202207278979 US REFUND	R	8/01/2022	21.10		237579		21.10
1	ESPINO, LORI							
	I-000202207278962 US REFUND	R	8/01/2022	86.01		237580		86.01
1	FARRELL, BRENT							
	I-000202207278969 US REFUND	R	8/01/2022	61.66		237581		61.66
1	FLUGGE, LACEY							
	I-000202207278934 US REFUND	R	8/01/2022	90.93		237582		90.93
1	GAUCH, SPENCER							
	I-000202207278942 US REFUND	R	8/01/2022	47.17		237583		47.17
1	GILMARTIN, DESIREE							
	I-000202207278955 US REFUND	R	8/01/2022	41.75		237584		41.75
1	GRAY, SETH							
	I-000202207278932 US REFUND	R	8/01/2022	99.98		237585		99.98

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			DATE			NO	STATUS	AMOUNT
1	GROSS, JEROD & ERIN							
I-000202207278971	US REFUND	R	8/01/2022	84.75		237586		84.75
1	HANSEN, KAREN							
I-000202207278958	US REFUND	R	8/01/2022	26.70		237587		26.70
1	HILL, MADELYN							
I-000202207278976	US REFUND	R	8/01/2022	92.37		237588		92.37
1	JENNINGS, SCOTT & CH							
I-000202207278939	US REFUND	R	8/01/2022	83.21		237589		83.21
1	JOHNSON, SAMANTHA							
I-000202207278972	US REFUND	R	8/01/2022	92.37		237590		92.37
1	JORGENSEN, MOLLY							
I-000202207278935	US REFUND	R	8/01/2022	51.81		237591		51.81
1	KAUR, HARLEEN							
I-000202207278965	US REFUND	R	8/01/2022	47.00		237592		47.00
1	KIM, STEVEN							
I-000202207278974	US REFUND	R	8/01/2022	100.00		237593		100.00
1	LANGBECKER, MATTHEW							
I-000202207278991	US REFUND	R	8/01/2022	95.75		237594		95.75
1	LYNCH, CHARLIE							
I-000202207278937	US REFUND	R	8/01/2022	28.55		237595		28.55
1	MARSH, LUCAS							
I-000202207278945	US REFUND	R	8/01/2022	98.72		237596		98.72
1	MCKEE, MOLLY							
I-000202207278985	US REFUND	R	8/01/2022	50.99		237597		50.99
1	MCKINNEY, HEATHER							
I-000202207278957	US REFUND	R	8/01/2022	87.05		237598		87.05
1	MEAD, TYLER							
I-000202207278944	US REFUND	R	8/01/2022	17.94		237599		17.94
1	MOON, CONNIE & JOSEP							
I-000202207278943	US REFUND	R	8/01/2022	44.63		237600		44.63

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	O'CONNELL, NOAH							
I-000202207278966	US REFUND	R	8/01/2022	57.93		237601		57.93
1	OSGOOD, KADIE							
I-000202207278980	US REFUND	R	8/01/2022	98.72		237602		98.72
1	OSWALD, SARAH							
I-000202207278953	US REFUND	R	8/01/2022	36.24		237603		36.24
1	PALADIN GROUP							
I-000202207278982	US REFUND	R	8/01/2022	86.90		237604		86.90
1	PEDERSON, SARA & TOD							
I-000202207278988	US REFUND	R	8/01/2022	59.88		237605		59.88
1	POTTER, EZEKIEL							
I-000202207278951	US REFUND	R	8/01/2022	65.48		237606		65.48
1	RODGERS, ASHLEY							
I-000202207278959	US REFUND	R	8/01/2022	91.85		237607		91.85
1	ROSS, JAMES							
I-000202207278938	US REFUND	R	8/01/2022	66.56		237608		66.56
1	SCHARBER, SCOTT							
I-000202207278933	US REFUND	R	8/01/2022	43.36		237609		43.36
1	SCHRODER, MELISSA							
I-000202207278973	US REFUND	R	8/01/2022	88.57		237610		88.57
1	SCISSORS & SCOTCH							
I-000202207278984	US REFUND	R	8/01/2022	71.71		237611		71.71
1	SHIVAKUMAR, SNEHAGAN							
I-000202207278993	US REFUND	R	8/01/2022	60.89		237612		60.89
1	SMITH, DONALD J							
I-000202207278967	US REFUND	R	8/01/2022	96.57		237613		96.57
1	SMITH, JAMES J							
I-000202207278968	US REFUND	R	8/01/2022	51.33		237614		51.33
1	SMITH, OLIVIA							
I-000202207278977	US REFUND	R	8/01/2022	98.72		237615		98.72

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1	SNYDER, ANNIE							
I-000202207278961	US REFUND	R	8/01/2022	99.05		237616		99.05
1	STILWELL, JACOB							
I-000202207278949	US REFUND	R	8/01/2022	96.18		237617		96.18
1	TIEMEIER, ZACHARY							
I-000202207278954	US REFUND	R	8/01/2022	54.61		237618		54.61
1	TINGLEY, CODY							
I-000202207278936	US REFUND	R	8/01/2022	61.16		237619		61.16
1	TYLER, OSCAR							
I-000202207278960	US REFUND	R	8/01/2022	99.95		237620		99.95
1	VAN ALSTYNE, ALEXAND							
I-000202207278956	US REFUND	R	8/01/2022	52.26		237621		52.26
1	VAN ASTEN, BRADY							
I-000202207278990	US REFUND	R	8/01/2022	99.67		237622		99.67
1	VAN PELT, MIKE R							
I-000202207278963	US REFUND	R	8/01/2022	88.56		237623		88.56
1	WALLINGFORD, AUSTIN							
I-000202207278950	US REFUND	R	8/01/2022	50.23		237624		50.23
1	WARD, JAMES							
I-000202207278981	US REFUND	R	8/01/2022	26.18		237625		26.18
1	WILLIAMS, KELLEY							
I-000202207278946	US REFUND	R	8/01/2022	54.61		237626		54.61
1	WOODBURY, BETHANY							
I-000202207278983	US REFUND	R	8/01/2022	61.16		237627		61.16
1	ZEIEN, SARAH							
I-000202207278975	US REFUND	R	8/01/2022	100.00		237628		100.00
			*** VENDOR TOTALS ***			62 CHECKS		4,368.20
000927	MITCHELL REPAIR INFORMATION CO							
I-27851165	MITCHELL 1 SOFTWARE	R	8/01/2022	2,448.00		237713		2,448.00
			*** VENDOR TOTALS ***			1 CHECKS		2,448.00

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010714	ANDREW MOSES							
I-7/21/2022	DNR CERTIFICATION REIMBURSEMNT	E	8/03/2022	167.83		005445		167.83
	*** VENDOR TOTALS ***					1 CHECKS		167.83
006756	MTI DISTRIBUTING INC							
I-1330437-00	UNIT #661 WHEEL	R	8/01/2022	231.93		237714		
I-1353868-00	IRRIGATION VALVE-PD	R	8/01/2022	97.83		237714		329.76
	*** VENDOR TOTALS ***					1 CHECKS		329.76
006750	MUNICIPAL PIPE TOOL							
I-33094	ADAPTER - MU	R	8/01/2022	280.85		237715		280.85
	*** VENDOR TOTALS ***					1 CHECKS		280.85
000350	MUNICIPAL SUPPLY INC							
I-0836160-IN	WATER SYSTEM MAINT SUPPLY	R	8/01/2022	3,348.60		237716		
I-0837182-IN	METERS - MU	R	8/01/2022	12,136.00		237716		
I-0837907-IN	STORM GRATE - PW	R	8/01/2022	1,816.50		237716		
I-0837908-IN	METERS - MU	R	8/01/2022	1,833.72		237716		
I-0838124-IN	METERS - MU	R	8/01/2022	1,829.00		237716		
I-0838280-IN	METERS - MU	R	8/01/2022	8,304.00		237716		
I-0838281-IN	PRO RING FLAT R - PW	R	8/01/2022	320.00		237716		
I-0838282-IN	ADHESIVE - PW	R	8/01/2022	251.40		237716		
I-0838785-IN	WATER SYSTEM MAINT SUPPLY	R	8/01/2022	1,688.18		237716		
I-0839763-IN	WATER SYSTEM MAINT SUPPLY	R	8/01/2022	171.60		237716		
I-0840102-IN	METERS - MU	R	8/01/2022	15,600.00		237716		47,299.00
	*** VENDOR TOTALS ***					1 CHECKS		47,299.00
003057	NAPA AUTO PARTS							
C-2986-687577	CR: UNIT #92 BRK PADS/ROTOR	R	8/01/2022	238.05CR		237717		
C-2986-689594	CR: UNIT #265 CORE DEPOSIT	R	8/01/2022	39.38CR		237717		
C-2986-689609	CR: UNIT #265 CORE DEPOSIT	R	8/01/2022	39.38CR		237717		
C-2986-689610	CR: UNIT #264 ALTERNATOR	R	8/01/2022	270.99CR		237717		
C-2986-690250	UNIT #411 #610 BRK RTR/PADS	R	8/01/2022	407.98CR		237717		
C-2986-690292	CR: UNIT #94 V-RIBBED BELT	R	8/01/2022	18.74CR		237717		
I-2986-389521	UNIT #132 OIL FILTER	R	8/01/2022	26.80		237717		
I-2986-689235	UNIT #265 ALTERNATOR	R	8/01/2022	270.99		237717		
I-2986-689239	UNIT #265 ALTERNATOR/CORE DEP	R	8/01/2022	193.37		237717		
I-2986-689435	UNIT #922 RADIATOR CAP	R	8/01/2022	16.99		237717		
I-2986-689436	OIL FILTERS - CG	R	8/01/2022	26.88		237717		
I-2986-689519	AIR FILTER - CG	R	8/01/2022	120.56		237717		
I-2986-689573	FUEL/OIL FILTERS - CG	R	8/01/2022	39.73		237717		
I-2986-689575	COUPLER - CG	R	8/01/2022	6.40		237717		
I-2986-689640	AIR FILTER - CG	R	8/01/2022	30.02		237717		
I-2986-689694	BRAKE CLEANER - CG	R	8/01/2022	78.96		237717		
I-2986-689704	COUPLER - CG	R	8/01/2022	19.20		237717		
I-2986-689741	AIR FILTER - CG	R	8/01/2022	26.00		237717		
I-2986-689890	SWITCH -FD	R	8/01/2022	9.04		237717		
I-2986-689931	UNIT #116 RELAY	R	8/01/2022	12.33		237717		

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I-2986-689932	TEST LIGHT - CG	R	8/01/2022	12.98		237717		
I-2986-689976	UNIT #220 FUEL FILTER	R	8/01/2022	27.84		237717		
I-2986-690098	UNIT #411 SILENTGUARD/PAD/RTR	R	8/01/2022	187.99		237717		
I-2986-690099	UNIT #610 ADAPTIVE ONE	R	8/01/2022	214.99		237717		
I-2986-690105	OIL FILTERS - OCM	R	8/01/2022	42.36		237717		
I-2986-690107	OIL FLTRS/AIR FLTRS - CG	R	8/01/2022	183.41		237717		
I-2986-690121	UNIT #610 SILENTGUARD/BRK/RTR	R	8/01/2022	143.99		237717		
I-2986-690159	UNIT #62 AC COMPRESSOR	R	8/01/2022	440.99		237717		
I-2986-690243	UNIT #411 KIT/BRK RTR/PAD	R	8/01/2022	145.99		237717		
I-2986-690244	UNIT #94 BRK ROTOR/PAD	R	8/01/2022	224.48		237717		
I-2986-690247	UNIT #94 IDLER PULLEY	R	8/01/2022	92.01		237717		
I-2986-690271	BLUEDEF PLATINUM - WATER	R	8/01/2022	43.98		237717		
I-2986-690274	UNIT #94 V-RIBBED BELT	R	8/01/2022	18.74		237717		
I-2986-690285	UNIT #94 SURF/CONDITIONING	R	8/01/2022	62.75		237717		
I-2986-690291	UNIT #94 SERPENTINE BELT	R	8/01/2022	17.92		237717		
I-2986-690440	UNIT #58 SERPENTINE BELT	R	8/01/2022	17.92		237717		1,741.09
*** VENDOR TOTALS ***						1 CHECKS		1,741.09
003525	NORWALK READY MIX CONCRETE INC							
I-306540	CONCRETE ORDER-WOODLAND RES	R	8/01/2022	1,417.50		237719		1,417.50
*** VENDOR TOTALS ***						1 CHECKS		1,417.50
010326	BRIAN M. NUSS							
I-07182218722	SWIVEL IMPACT SOCKET - CG	R	8/01/2022	48.75		237720		48.75
*** VENDOR TOTALS ***						1 CHECKS		48.75
000367	O'HALLORAN INTERNATIONAL							
I-31P162718	UNIT #273 TENSIONER	E	8/03/2022	247.59		005370		247.59
*** VENDOR TOTALS ***						1 CHECKS		247.59
003727	ODP BUSINESS SOLUTIONS, LLC							
I-245476743001	DVD HUB - PD	R	8/01/2022	705.36		237721		
I-249299353001	TAPE/PAPER/BATTERY/MARKER-CH	R	8/01/2022	141.80		237721		
I-249299353002	POST IT NOTES - CITY CLERK	R	8/01/2022	13.48		237721		
I-249329534001	SOAP - CH	R	8/01/2022	6.59		237721		
I-249936233001	GLOVES/PAPER - PD	R	8/01/2022	479.84		237721		
I-250009082001	TONOR/TAPE/FILE - CH	R	8/01/2022	108.95		237721		
I-251002241002	BOWLS - PW	R	8/01/2022	7.72		237721		
I-251569173001	PAPER TOWELS - PD	R	8/01/2022	347.60		237721		
I-252159683001	NITRILE GLOVES - PD	R	8/01/2022	89.94		237721		
I-252610557001	PAPER - PW	R	8/01/2022	559.80		237721		
I-252899996001	INK - PW	R	8/01/2022	106.24		237721		
I-253408715001	MARKER/ERASER/CUPS - PD	R	8/01/2022	52.07		237721		
I-253601648001	OFFICE/BREAKROOM SUPPS-PW	R	8/01/2022	151.80		237721		
I-253681506001	BREAK ROOM/PRINT SUPPLIES - CH	R	8/01/2022	107.91		237721		
I-253888949001	CUPS - KL	R	8/01/2022	22.09		237721		
I-253889056001	BOOK/PRINT ROLL - KL	R	8/01/2022	78.49		237721		2,979.68
*** VENDOR TOTALS ***						1 CHECKS		2,979.68

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003568	MATTHEW OVERLAND							
I-07/2022 SMRFST	07/2022 SUMMERFEST DIRECTOR	R	8/01/2022	300.00		237722		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
011375	PAR INDUSTRIES LLC							
I-22185-1	CRESTBRUCK SPLASH PAD	R	8/01/2022	5,850.00		237723		5,850.00
	*** VENDOR TOTALS ***					1 CHECKS		5,850.00
011526	PBC GURU LLC							
I-INV-2447	FY23LIB SPKR CNSRTM MBRSH	R	8/01/2022	3,500.00		237724		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
007900	PDQ.COM CORPORATION							
I-PDQ21245	PDQ RENEWAL	R	8/01/2022	3,150.00		237725		3,150.00
	*** VENDOR TOTALS ***					1 CHECKS		3,150.00
000699	THE PENWORTHY COMPANY							
I-0583076-IN	MISC BOOKS - KL	R	8/01/2022	998.12		237726		998.12
	*** VENDOR TOTALS ***					1 CHECKS		998.12
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-26353103	BEVERAGES FOR RESALE OC	E	8/03/2022	635.36		005393		
I-27318959	BEVERAGES FOR RESALE-HWKY	E	8/03/2022	261.89		005393		
I-30297556	BEVERAGES FOR RESALE - CFAC	E	8/03/2022	933.36		005393		
I-30394404	BEVERAGES FOR RESALE-CFAC	E	8/03/2022	389.37		005393		
I-34349654	BEVERAGES FOR RESALE OC	E	8/03/2022	507.22		005393		
I-36075554	BEVERAGES FOR RESALE - CFAC	E	8/03/2022	1,545.17		005393		4,272.37
	*** VENDOR TOTALS ***					1 CHECKS		4,272.37
009158	PERFORMANCE FOODSERVICE - THOM							
I-7017215	FOOD FOR RESALE-OC	R	8/01/2022	1,142.19		237727		
I-7019744	FOOD FOR RESALE-OC	R	8/01/2022	1,025.73		237727		
I-7023179	FOOD FOR RESALE -OC	R	8/01/2022	694.46		237727		
I-7025658	FOOD FOR RESALE - OC	R	8/01/2022	742.13		237727		
I-7029109	FOOD FOR RESALE - OC	R	8/01/2022	328.22		237727		
I-7029110	FOOD FOR RESALE -OC	R	8/01/2022	841.95		237727		4,774.68
	*** VENDOR TOTALS ***					1 CHECKS		4,774.68
000384	PITNEY BOWES INC							
I-1021087013	4/30/22-7/30/22 RENTAL - PD	E	8/03/2022	105.00		005371		105.00
	*** VENDOR TOTALS ***					1 CHECKS		105.00
000671	PLUMB SUPPLY COMPANY - DM							
I-8103188	ALIGN PULLDOWN KIT/PRERINSE-FD	R	8/01/2022	839.65		237728		839.65
	*** VENDOR TOTALS ***					1 CHECKS		839.65

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005176	POLK CITY FIRE & RESCUE DEPART							
I-JUNE 2022	JUNE CHANGE OF QUARTERS	E	8/03/2022	700.00		005402		700.00
	*** VENDOR TOTALS ***					1 CHECKS		700.00
007160	POLK COUNTY HEALTH DEPARTMENT							
I-07062022PM	LEAD SCREENS 6/2-6/3/22 - PD	R	8/01/2022	75.00		237729		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
003760	POLK COUNTY TREASURER							
I-B22-00355	BLOOD DRAW-S EDWARDS	R	8/01/2022	150.00		237730		150.00
	*** VENDOR TOTALS ***					1 CHECKS		150.00
004410	POLK COUNTY PUBLIC WORKS DEPAR							
I-3498	WATERSHED COORDINATOR	R	8/01/2022	15,800.00		237731		15,800.00
	*** VENDOR TOTALS ***					1 CHECKS		15,800.00
009386	POMP'S TIRE SERVICE, INC							
C-1400085290	CR: CASING CREDIT - PLOW TRUCK	E	8/03/2022	76.50CR		005424		
I-1400084996	UNIT #116 ROAD SERVICE	E	8/03/2022	470.95		005424		
I-1400086213	UNIT #610 TIRES	E	8/03/2022	236.12		005424		630.57
	*** VENDOR TOTALS ***					1 CHECKS		630.57
003247	PRAIRIE AG SUPPLY INC							
I-01-137064	SPRING/LID - OC	R	8/01/2022	15.26		237732		15.26
	*** VENDOR TOTALS ***					1 CHECKS		15.26
005151	JULS DESIGN INC							
I-11988	PD POSTER DESIGN - COMM	E	8/03/2022	453.04		005401		453.04
	*** VENDOR TOTALS ***					1 CHECKS		453.04
006757	QUALITY STRIPING INC							
I-7744	STRIPING IN THE DISTRICT	E	8/03/2022	1,631.00		005415		1,631.00
	*** VENDOR TOTALS ***					1 CHECKS		1,631.00
006390	QUILL CORPORATION							
I-26098072	TISSUE/PURELL - P&R	R	8/01/2022	146.33		237733		146.33
	*** VENDOR TOTALS ***					1 CHECKS		146.33
005557	RACOM CORPORATION							
I-RI-220482	EDACS/BEON ACCESS - PD	E	8/03/2022	2,015.25		005409		2,015.25
	*** VENDOR TOTALS ***					1 CHECKS		2,015.25
003538	GET SOME GUNS, LLC							
I-20-693045	UNIFORMS - PD	R	8/01/2022	99.88		237734		99.88
	*** VENDOR TOTALS ***					1 CHECKS		99.88

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003960	RDG IA INC							
I-51179 #4	PAY 4-4MILE CRK/TRIB/RESORTN	R	8/01/2022	38,526.75		237735		38,526.75
	*** VENDOR TOTALS ***					1 CHECKS		38,526.75
000587	RED WING SHOE STORE							
I-20220714089893	BOOTS - WIEDNER	E	8/03/2022	140.00		005375		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
009612	REESE ELECTRIC MOTOR COMPANY I							
I-206272	PUMP/HEATER REPAIRS PD/AC	E	8/03/2022	785.90		005427		785.90
	*** VENDOR TOTALS ***					1 CHECKS		785.90
008276	RELIANT FIRE APPARATUS INC							
I-3CI001620	FAN CLUTCH- FD	R	8/01/2022	3,021.89		237736		
I-3CI001621	LADDERS- FD	R	8/01/2022	2,960.46		237736		
I-3CI001644	HOSES - FD	R	8/01/2022	1,131.14		237736		
I-3CI001650	BLUE LED - FD	R	8/01/2022	211.32		237736		7,324.81
	*** VENDOR TOTALS ***					1 CHECKS		7,324.81
010255	RIP ROAR EVENTS							
I-07/19/2022RENTAL	07/19/2022 EQUIPMENT RENTAL	R	8/01/2022	600.00		237737		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
011464	RJN GROUP, INC.							
I-381603	FLOW MONITORING - MU	E	8/03/2022	11,600.00		005435		11,600.00
	*** VENDOR TOTALS ***					1 CHECKS		11,600.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-W67715	FOOD FOR RESALE - OC	E	8/03/2022	132.33		005414		
I-W69159	FOOD FOR RESALE - OC	E	8/03/2022	81.67		005414		
I-W70902	FOOD FOR RESALE - OC	E	8/03/2022	85.32		005414		
I-W72973	FOOD FOR RESALE - OC	E	8/03/2022	86.41		005414		
I-W74654	FOOD FOR RESALE - OC	E	8/03/2022	120.13		005414		505.86
	*** VENDOR TOTALS ***					1 CHECKS		505.86
009988	OLIVIA SANDQUIST							
I-07/2022 VOLLEYBALL	07/2022 YOUTH SAND VOLLEYBALL	E	8/03/2022	600.00		005443		600.00
	*** VENDOR TOTALS ***					1 CHECKS		600.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-022975	FIRE GEAR - FD	E	8/03/2022	7,301.00		005410		
I-INV-023005	LENS/ASSY/NOSECUP-FD	E	8/03/2022	54.68		005410		
I-INV-023009	DUST COVER - FD	E	8/03/2022	14.00		005410		7,369.68
	*** VENDOR TOTALS ***					1 CHECKS		7,369.68

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
008375	SARGENT METAL FABRICATING							
I-53277	DECK PLATE SUMP COVER - PKS	R	8/01/2022	682.00		237738		682.00
	*** VENDOR TOTALS ***					1 CHECKS		682.00
010375	MICHAEL SCHROCK							
I-7/22/2022	METRO MNG MEET MEAL REIMBRMNT	E	8/03/2022	14.00		005444		14.00
	*** VENDOR TOTALS ***					1 CHECKS		14.00
000632	SCHULING HITCH CO INC							
I-35756	UNITS #88 #99 BRAKE CTRL/PLUG	R	8/01/2022	385.90		237739		385.90
	*** VENDOR TOTALS ***					1 CHECKS		385.90
006963	DAVID SCHUMACHER							
I-06/28/22 MEAL	06/28/22 MEAL	E	8/03/2022	12.89		005440		12.89
	*** VENDOR TOTALS ***					1 CHECKS		12.89
000425	SECRETARY OF STATE							
I-FY23 NOTARY-CS	FY23 NOTARY RENEWAL-C SCHNEDEN	R	8/01/2022	30.00		237740		
I-FY23 NOTARY-DS	FY23 NOTARY RENEWAL-SCHUMACHER	R	8/01/2022	30.00		237740		60.00
	*** VENDOR TOTALS ***					1 CHECKS		60.00
011524	JEREMY PHILLIP SEEMANN							
I-07/2022 SFTBALL	07/2022 SMRFST SFTBALL OFFCTNG	E	8/03/2022	320.00		005446		320.00
	*** VENDOR TOTALS ***					1 CHECKS		320.00
002217	SENECA COMPANIES							
I-2005162	LIFT SERVICE - CG	E	8/03/2022	682.80		005387		682.80
	*** VENDOR TOTALS ***					1 CHECKS		682.80
003648	CHARLES WILLIAM SHIELDS							
I-07/2022 SFTBALL	07/2022 SMRFST SFTBALL OFFCTNG	R	8/01/2022	416.00		237741		416.00
	*** VENDOR TOTALS ***					1 CHECKS		416.00
011223	DSM SIGN CO LLC							
I-INV-8837	BANNER W/GROMMETS -P&R	E	8/03/2022	492.50		005432		492.50
	*** VENDOR TOTALS ***					1 CHECKS		492.50
001894	SITEIMPROVE INC							
I-US-8473	7/1/22-6/30/23 SUBSCRIPTION	R	8/01/2022	2,750.00		237742		2,750.00
	*** VENDOR TOTALS ***					1 CHECKS		2,750.00
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
I-121460028-001	DECODER-PRSC	R	8/01/2022	1,643.89		237743		1,643.89
	*** VENDOR TOTALS ***					1 CHECKS		1,643.89

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #31	PAY 31-SE CROSSWINDS DR-RISE	E	8/03/2022	18,236.45		005379		
I-119.0975.01A #21	PAY 21-NW NTHLWN UTLTY IMP P1	E	8/03/2022	2,154.38		005379		
I-120.0274.01 #24	PAY 24-HTT EXT MAG/ORALABOR	E	8/03/2022	18,475.70		005379		
I-120.1005.01 #20	PAY 20-NW 36TH ST WDNG ASH/AB	E	8/03/2022	14,414.63		005379		
I-120.1113.01 #17	PAY 17-HTT TRANS MN/DRNG IMP	E	8/03/2022	18,544.85		005379		
I-121.0352.01 #16	PAY 16-NW36TH/STATE INTRM IMP	E	8/03/2022	17,676.79		005379		
I-121.0695.01 #12	PAY 12-NE DEL RECON/5TH-18TH	E	8/03/2022	80,936.65		005379		
I-122.0108.01 #7	OTTER CRK N PK IMP	E	8/03/2022	2,355.50		005379		
I-122.0140.01-6 #6	ROCK CREEK GREENWAY#6	E	8/03/2022	1,083.00		005379		
I-122.0224.01 #5	PAY 5-CHERRY GLEN PK BLLFLD	E	8/03/2022	1,962.25		005379		175,840.20
	*** VENDOR TOTALS ***					1 CHECKS		175,840.20
000236	SNYDER DEVELOPMENT LLC							
I-RES#2021-130 #1	TRAFFIC SIGNAL REIMBURSEMENT	R	8/01/2022	130,264.16		237744		130,264.16
	*** VENDOR TOTALS ***					1 CHECKS		130,264.16
004119	WILLIAM J FRENCH							
I-19777	ADVANCED MOA/44K - CG	R	8/01/2022	1,162.80		237745		1,162.80
	*** VENDOR TOTALS ***					1 CHECKS		1,162.80
002339	STAPLES CONTRACT & COMMERCIAL							
I-3512215456	NITRILE GLOVES - PD	R	8/01/2022	136.20		237746		136.20
	*** VENDOR TOTALS ***					1 CHECKS		136.20
006417	STERNQUIST CONSTRUCTION INC							
I-PAY13-NW18/WGL/SP	PAY 13-NW18TH EXT/WEIGEL/SPRCE	R	8/01/2022	611,155.19		237747		611,155.19
	*** VENDOR TOTALS ***					1 CHECKS		611,155.19
003339	STREICHER'S							
I-I1577499	BALLISTIC VEST - HUGGINS	R	8/01/2022	990.00		237748		990.00
	*** VENDOR TOTALS ***					1 CHECKS		990.00
011487	STRETCH LAWN CARE							
I-3034	7/9-7/15/22 SOUTH ZONE B MOW	E	8/03/2022	6,134.33		005437		
I-3036	07/16-7/22/22 SOUTH ZONE B MOW	E	8/03/2022	6,067.86		005437		12,202.19
	*** VENDOR TOTALS ***					1 CHECKS		12,202.19
001814	SWANK MOTION PICTURES INC							
I-DB 3214012	LUCA 7/15/22 - P&R	E	8/03/2022	450.00		005383		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
009409	FCH LLC							
I-7242046	SUMMER CAMP SESSION 1	E	8/03/2022	2,528.00		005425		2,528.00
	*** VENDOR TOTALS ***					1 CHECKS		2,528.00

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000124	SYSKO IOWA INC							
I-239742261	FOOD FOR RESALE - PRAC	R	8/01/2022	79.05		237749		
I-239758184	FOOD FOR RESALE -HAWKEYE	R	8/01/2022	166.40		237749		
I-239759049	FOOD FOR RESALE - OC	R	8/01/2022	819.35		237749		
I-239761819	FOOD FOR RESALE - CFAC	R	8/01/2022	1,089.08		237749		
I-239762321	FOOD FOR RESALE - OC	R	8/01/2022	687.96		237749		
I-239763099	GLOVES -CFAC	R	8/01/2022	460.60		237749		
I-239763977	FOOD FOR RESALE - HAWKEYE	R	8/01/2022	233.67		237749		
I-239765087	FOOD FOR RESALE - CFAC	R	8/01/2022	149.50		237749		
I-239765920	FOOD FOR RESALE - OC	R	8/01/2022	541.88		237749		
I-239765926	FOOD FOR RESALE - CFAC	R	8/01/2022	701.90		237749		
I-239768682	FOOD FOR RESALE - CFAC	R	8/01/2022	570.28		237749		
I-239768698	FOOD FOR RESALE - CFAC	R	8/01/2022	87.40		237749		
I-239769382	FOOD FOR RESALE - OC	R	8/01/2022	653.79		237749		
I-239769802	FOOD FOR RESALE -PRAC	R	8/01/2022	790.60		237749		7,031.46
	*** VENDOR TOTALS ***					1 CHECKS		7,031.46
011353	JOSEPH C ROTH							
I-08/04/2022 GAMEON	8/4/22 GAME ON PROGRAM-KL	E	8/03/2022	100.00		005433		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
010127	TK ELEVATOR CORPORATION							
I-1000442344	7/1-9/30/22 ELEVATOR SVC - PD	E	8/03/2022	202.32		005430		202.32
	*** VENDOR TOTALS ***					1 CHECKS		202.32
006441	TITAN MACHINERY INC							
I-17264931 GP	UNIT #204 LEVER	R	8/01/2022	207.00		237750		
I-2963419	CASE 580SN BACKHOE	R	8/01/2022	94,721.00		237750		94,928.00
	*** VENDOR TOTALS ***					1 CHECKS		94,928.00
004159	TOYNE INC							
I-IN0014733	PUMP CHARGER - FD	R	8/01/2022	1,133.89		237751		1,133.89
	*** VENDOR TOTALS ***					1 CHECKS		1,133.89
004343	TRACTOR SUPPLY COMPANY							
I-586107	HSK BELT - PRSC	R	8/01/2022	19.99		237752		
I-586503	SPRAYER/BELT - PRSC	R	8/01/2022	59.98		237752		
I-586876	HITCH PINS - PKS	R	8/01/2022	48.97		237752		
I-586903	FLAT TIRE BK -CFAC	R	8/01/2022	65.98		237752		194.92
	*** VENDOR TOTALS ***					1 CHECKS		194.92
004713	TRANSIT WORKS							
I-149229	PAINT/INVERT-A-CAP - ENG	R	8/01/2022	124.80		237753		124.80
	*** VENDOR TOTALS ***					1 CHECKS		124.80

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005479	TREMCO WEATHERPROOFING							
I-96696397	ROOF PATCH & REPAIR-PD	E	8/03/2022	6,756.35		005407		6,756.35
	*** VENDOR TOTALS ***					1 CHECKS		6,756.35
000468	TRUCK EQUIPMENT INC							
I-307186	UNIT #220 BANDLOCK CLAMP	E	8/03/2022	188.00		005372		
I-307242	UNIT #220 NOZZLE JET ASSEMBLY	E	8/03/2022	508.96		005372		
I-307247	UNIT #220 NOZZLES	E	8/03/2022	190.14		005372		
I-307281	UNIT #220 WASHER	E	8/03/2022	41.08		005372		928.18
	*** VENDOR TOTALS ***					1 CHECKS		928.18
009906	TRUENORTH COMPANIES LC							
I-133451	FY23 CRIME/CYBER LIABILITY	R	8/01/2022	60,750.00		237754		60,750.00
	*** VENDOR TOTALS ***					1 CHECKS		60,750.00
007454	TUBE PRO INC							
I-00054715	FY23 AQUATICS TUBES	R	8/01/2022	1,627.00		237755		1,627.00
	*** VENDOR TOTALS ***					1 CHECKS		1,627.00
003278	DAVIS EQUIPMENT CORPORATION							
I-JI70945	UNIT #875 RAKE DRAG - OC	E	8/03/2022	125.66		005395		
I-JI71111	UNIT #653 SEAL KIT	E	8/03/2022	81.42		005395		
I-JI71113	BELT - OC M	E	8/03/2022	69.64		005395		
I-JI71188	GRIT /BEDKNIFE - OC M	E	8/03/2022	530.56		005395		
I-JI71227	UNIT #824 SEAL KIT - OC	E	8/03/2022	123.06		005395		930.34
	*** VENDOR TOTALS ***					1 CHECKS		930.34
011535	TUSCANY POINTE OWNERS ASSOCIAT							
I-08/2022 LAND IMPRV	08/2022 LAND IMPROVEMENTS	R	8/01/2022	8,750.00		237756		
I-08/2022 LND ACQTN	08/2022 LAND ACQUISITION	R	8/01/2022	1,925.00		237756		
I-08/2022 TEMP ESMT	08/2022 TEMPORARY EASEMENT	R	8/01/2022	3,490.00		237756		14,165.00
	*** VENDOR TOTALS ***					1 CHECKS		14,165.00
000966	U S BANK							
I-06/22 P-CARD STMT	U S BANK	D	8/01/2022	25,511.66		002009		25,511.66
	*** VENDOR TOTALS ***					1 CHECKS		25,511.66
008503	UNITEDHEALTHCARE AARP-CLAIM DI							
I-AFD25945	RFND-2 MEDICARE SUPS PD CLAIM	R	8/01/2022	154.59		237757		154.59
	*** VENDOR TOTALS ***					1 CHECKS		154.59
005813	EXECUTIVE SERVICES INC							
I-75399	BUSINESS CARDS-QUINN LOPREATO	E	8/03/2022	46.79		005411		46.79
	*** VENDOR TOTALS ***					1 CHECKS		46.79

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
006789	HD SUPPLY FACILITIES MAINTENAN							
I-019213	LAB SUPPLIES - MU	E	8/03/2022	1,249.18		005416		1,249.18
	*** VENDOR TOTALS ***					1 CHECKS		1,249.18
005012	VAN-WALL EQUIPMENT INC							
I-5601631	UNIT #245 PARTS	E	8/03/2022	217.87		005400		
I-5605598	UNIT #809 HYGARD	E	8/03/2022	46.26		005400		
I-5611841	HYGARD/LOW VIS - OCM	E	8/03/2022	66.97		005400		
I-5618835	KNOB/HYGARD - PRSC	E	8/03/2022	116.74		005400		
I-5619111	WHEEL - PRSC	E	8/03/2022	21.56		005400		
I-5619120	RECOIL ROAP/GRIP - PRSC	E	8/03/2022	63.03		005400		
I-5619122	BLOWER REPAIR - PRSC	E	8/03/2022	57.50		005400		
I-5620803	FUEL TUBE - FD	E	8/03/2022	6.94		005400		596.87
	*** VENDOR TOTALS ***					1 CHECKS		596.87
000960	VISION MARKETING PASSPORT SYST							
I-1957	NAMETAGS - FD	R	8/01/2022	120.55		237758		120.55
	*** VENDOR TOTALS ***					1 CHECKS		120.55
000482	WALMART COMMUNITY							
C-08972	CR: 45 GAL TRASH	R	8/01/2022	58.48CR		237759		
I-00701	ENCANTO - P&R	R	8/01/2022	19.96		237759		
I-01313	FIRST AID SUPPS/TWLS/SOAP-MU	R	8/01/2022	163.22		237759		
I-02236	BEVERAGE FOR RESALE/SUPS-AC	R	8/01/2022	72.71		237759		
I-04388	FOOD FOR RESALE - AC	R	8/01/2022	5.01		237759		
I-07147	MISC SUPPLIES - AC / P&R	R	8/01/2022	37.03		237759		
I-08977	CONCESSIONS SUPPLIES - AC	R	8/01/2022	70.94		237759		310.39
	*** VENDOR TOTALS ***					1 CHECKS		310.39
004796	WALSH DOOR & HARDWARE COMPANY							
I-783423	UHF STRIPS - IT	R	8/01/2022	457.50		237760		457.50
	*** VENDOR TOTALS ***					1 CHECKS		457.50
002569	WASTE CONNECTIONS INC							
I-3349717T071	7/1-7/31/22 SERVICES - AMP	R	8/01/2022	44.76		237761		
I-3349719T071	7/1-7/31/22 SERVICE -CFAC	R	8/01/2022	179.00		237761		
I-3349722T071	7/1-7/31/22 SERVICES - FS#2	R	8/01/2022	59.67		237761		
I-3349723T071	7/1-7/31 WASTE SVCS -FS1/ACC	R	8/01/2022	260.70		237761		
I-3349724T071	7/1-7/31/22 SERVICES FS#3	R	8/01/2022	59.67		237761		
I-3349726T071	7/1-7/31/22 WASTE SERVICES-HWK	R	8/01/2022	44.75		237761		
I-3349727T071	7/1-7/31/22 WASTE SVCS -OC	R	8/01/2022	238.67		237761		
I-3349728T071	7/1-7/31/22 SERVICE - OCM	R	8/01/2022	89.51		237761		
I-3349729T071	07/01-07/31/22 SVCS -MAINT FAC	R	8/01/2022	275.79		237761		
I-3349730T071	7/1-7/31/22 WASTE SVCS-PRSC	R	8/01/2022	238.67		237761		
I-3349731T071	7/1-7/31/22 SERVICES - PK MNT	R	8/01/2022	238.67		237761		
I-3349732T071	07/01-07/31/22 SVCS - PD	R	8/01/2022	59.67		237761		
I-3349733T071	7/1-7/31/22 SERVICES PRAC	R	8/01/2022	119.33		237761		
I-3349734T071	7/1-7/31/22 WASTE SVCS - PRSC	R	8/01/2022	238.67		237761		
I-3349735T071	07/01-07/31/22 SVCS - PSB	R	8/01/2022	76.56		237761		2,224.09
	*** VENDOR TOTALS ***					1 CHECKS		2,224.09

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
011536	RONALD WILLEY							
	I-08/2022 LAND IMPRV 08/2022 LAND IMPROVEMENTS	R	8/01/2022	3,800.00		237762		
	I-08/2022 TEMP ESMNT 08/2022 TEMPORARY EASEMENT	R	8/01/2022	2,370.00		237762		6,170.00
	*** VENDOR TOTALS ***					1 CHECKS		6,170.00

008820	SIOUXLAND TURF PRODUCTS INC							
	I-169449 GREENS FERTILIZER-OCM	E	8/03/2022	5,517.20		005422		5,517.20
	*** VENDOR TOTALS ***					1 CHECKS		5,517.20

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	194	3,581,881.97	0.00	3,581,881.97
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	25,511.66	0.00	25,511.66
EFT:	85	794,586.18	0.00	794,586.18
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:	280	4,401,979.81	0.00	4,401,979.81
BANK: APGWB TOTALS:	280	4,401,979.81	0.00	4,401,979.81
REPORT TOTALS:	280	4,401,979.81	0.00	4,401,979.81

**CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
AUGUST 1, 2022**

Fund		PAYMENTS
100	General Fund	\$ 264,993.30
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	-
240	Parks Improvements	-
250	Police Gift Fund	-
260	Road Use Tax Fund	96,596.31
270	Seizure Fund	-
280	Tax Increment Financing Fund	-
284	Economic Development Fund	-
290	Police/Fire Pension Fund	1,465.20
300	Debt Service Fund	-
430	Library Foundation Fund	4,810.72
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	243.03
510	Water Fund	206,202.05
520	Water Improvement Fund	-
530	Water Sinking Fund	-
550	Sewer Fund	515,515.67
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	18,361.71
590	Golf Course Fund	52,566.14
600-699	Enterprise Project Funds	1,558,383.84
710	Revolving Fund	68,223.89
720	Risk Management Fund	69,436.23
730	Health Insurance Fund	345.21
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	-
900	BAN/Bond Activity Fund	-
896-998	Capital Projects Funds	1,544,836.51
	Sub Total	\$ 4,401,979.81
	Payroll Totals	1,945,049.87
	Service Transfers/ACH Drafts	(191,257.95)
	Agenda Payments Approved Separately	2,840,151.15
	Grand Total	<u>\$ 8,995,922.88</u>

Honorable Mayor & City Council:

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

David A. Jones 7/28/22
City Manager Date



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, deed to street and platted easements for Vintage Business Park at Prairie Trail Plat 12.

EXECUTIVE SUMMARY:

CPM Investments, LLC has proposed the final plat, Vintage Business Park at Prairie Trail Plat 12. The plat area is located south west of the intersection of SW State Street and SW Magazine Road. It is a 1.81-acre re-plat of Parcel 2021-254, Lot 1, Vintage Business Park at Prairie Trail Plat 2. The area is zoned Prairie Trail Planned Unit Development. The project generally complies with the Vintage Business Park at Prairie Trail Neighborhood Plan approved March 7, 2022. The purpose of this plat is to split one lot into two buildable lots and a street lot for future right-of-way needs. Lot 1 is currently under construction for a 30-unit apartment building. Lot 2 will be marketed for a commercial/office building.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Community Development Director administratively approved the plat on July 25, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, DEED TO STREET AND PLATTED EASEMENTS
FOR VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 12**

WHEREAS, the Director of Community Development of the City of Ankeny, Iowa, administratively approved the final plat for Vintage Business Park at Prairie Trail Plat 12 on the 25th day of July 2022.

WHEREAS, the attorney's title opinion and warranty deed to street has been submitted and approved by the City Engineer of the City of Ankeny, Iowa.

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

1. That the final plat for Vintage Business Park at Prairie Trail Plat 12 is hereby approved;
2. That the warranty deed for street, Lot A, Vintage Business Park at Prairie Trail Plat 12, is hereby accepted;
3. That the Public Sidewalk and Snow Storage Easement is hereby accepted.

PASSED AND APPROVED this 1st day of August 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

INDEX LEGEND

COUNTY: POLK COUNTY, IOWA CITY: ANKENY

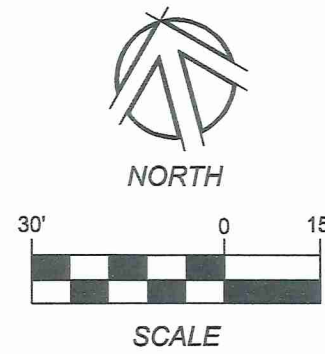
LOCATION: PARCEL 2021-254 OF LOT 1
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 2

REQUESTED BY: CPM INVESTMENTS, LLC
& PROPRIETOR: NICK JENSEN
1680 SW ANKENY ROAD, SUITE 1B
ANKENY, IOWA 50023
(515) 290-9359

SURVEYOR: ADAM D. SCHOEPPNER, PLS #26306

SURVEY COMPANY: NILLES ASSOCIATES, INC.

RETURN TO: ADAM D. SCHOEPPNER
NILLES ASSOCIATES, INC.
1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023 PH: (515) 965-0123



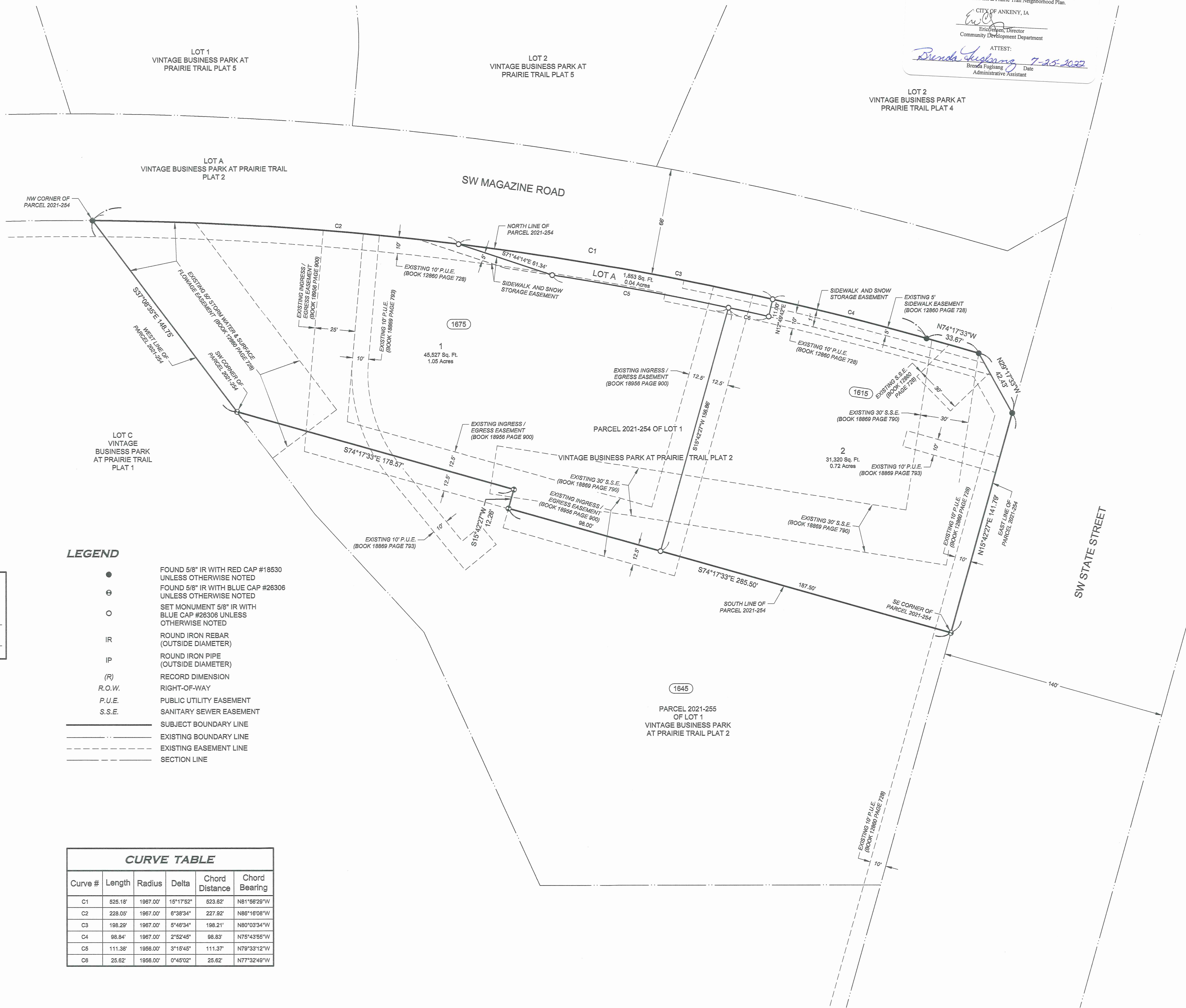
VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 12

FINAL PLAT

I hereby grant administrative approval of the final plat for Vintage Business Park at Prairie Trail Plat 12 as set forth in the Prairie Trail Planned Unit Development Vintage Business Park at Prairie Trail Neighborhood Plan.

CITY OF ANKENY, IA
Eric Ferguson, Director
Community Development Department

ATTEST:
Brenda Epling
Brenda Epling, 7-25-2022
Administrative Assistant



SURVEY NOTES

- Land area : 1.81 acres
- Vintage Business Park at Prairie Trail is part of the Vintage Business Park at Prairie Trail Neighborhood Plan approved by the City of Ankeny.
- Lot A is to be dedicated to the City of Ankeny for right-of-way purposes.
- Zoning : Prairie Trail Mixed Use Neighborhood Planned Unit Development (Refer to Planned Urban Development guidelines for additional setback restrictions); Restrictions (i.e., building setbacks, height and bulk regulations, etc.) shown hereon are based on information provided and are subject to interpretation.
- The east line of Parcel 2021-254 of Lot 1, Vintage Business Park Plat 2 is assumed to bear North 15°42'47" East.

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 12 LEGAL DESCRIPTION

Parcel 2021-254 of Lot 1, VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 2, as shown on the Plat of Survey filed in Book 18971, Page 866, located in the City of Ankeny, Polk County, Iowa.

Containing 1.81 acres more or less.

Said parcel is subject to any and all restrictions, covenants and easements of record.

CERTIFICATION

ADAM D. SCHOEPPNER
26306

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: *Adam D. Schoeppner* 7/15/2022

Name: Adam D. Schoeppner, P.L.S. No. 26306 Date:

My license renewal date is December 31, 2023 Date of survey: 03/29/2022

Pages or sheets covered by this seal: This sheet only

LEGEND

- FOUND 5/8" IR WITH RED CAP #18530 UNLESS OTHERWISE NOTED
- ⊙ FOUND 5/8" IR WITH BLUE CAP #26306 UNLESS OTHERWISE NOTED
- SET MONUMENT 5/8" IR WITH BLUE CAP #26306 UNLESS OTHERWISE NOTED
- IR ROUND IRON REBAR (OUTSIDE DIAMETER)
- IP ROUND IRON PIPE (OUTSIDE DIAMETER)
- (R) RECORD DIMENSION
- R.O.W. RIGHT-OF-WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- SUBJECT BOUNDARY LINE
- - - EXISTING BOUNDARY LINE
- - - EXISTING EASEMENT LINE
- SECTION LINE

CURVE TABLE

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	525.18'	1967.00'	15°17'52"	523.62'	N81°56'29"W
C2	228.05'	1967.00'	6°38'34"	227.92'	N86°16'08"W
C3	198.29'	1967.00'	5°46'34"	198.21'	N80°03'34"W
C4	98.84'	1967.00'	2°52'45"	98.83'	N75°43'55"W
C5	111.38'	1956.00'	3°15'45"	111.37'	N79°33'12"W
C6	25.62'	1956.00'	0°45'02"	25.62'	N77°32'49"W

1250 SW STATE STREET, SUITE A
ANKENY, IOWA 50023-2555
(515) 965-0123 phone - (515) 965-9322 fax
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) 05/10/2022 - REVISIONS PER CITY OF ANKENY REVIEW COMMENTS
2) 08/01/2022 - OWNER NAME REVISION
3) 07/15/2022 - ADDRESS REVISION
4) 07/15/2022 - ADDRESS REVISION
5) 07/15/2022 - ADDRESS REVISION
6) 07/15/2022 - ADDRESS REVISION
7) 07/15/2022 - ADDRESS REVISION

VINTAGE BUSINESS PARK AT PRAIRIE TRAIL PLAT 12

RECEIVED
JUL 2 2022
CITY OF ANKENY

FINAL PLAT

NAI NO.: 22066

DATE: 04/15/2022

DRAWN BY: TJH

CHECKED BY: ADS

SHEET SIZE: 24" X 36"

SHEET TITLE: FP-1

SHEET NO.: 1/1



City Council
Staff Report

Meeting Date: August 1, 2022

Agenda Item: Vintage Business Park at Prairie Trail Plat 12

Report Date: July 25, 2022

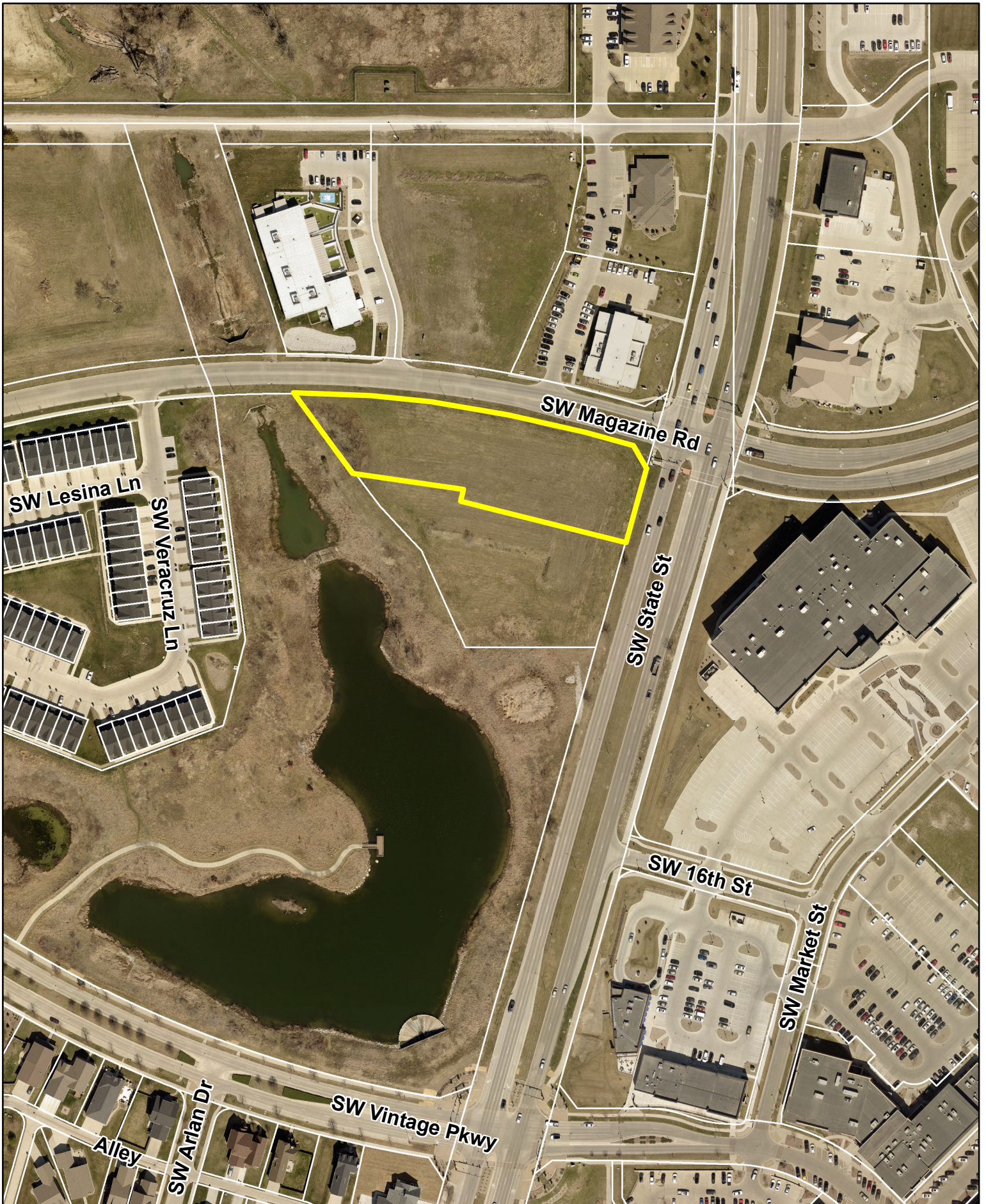
Prepared by: Deb Gervais, AICP
Senior Planner

Staff Recommendation

That the final plat for Vintage Business Park at Prairie Trail Plat 12 be approved.

Project Report

CPM Investments, LLC has proposed the final plat, Vintage Business Park at Prairie Trail Plat 12. The plat area is located south west of the intersection of SW State Street and SW Magazine Road. It is a 1.81-acre re-plat of Parcel 2021-254, Lot 1, Vintage Business Park at Prairie Trail Plat 2. The area is zoned Prairie Trail Planned Unit Development. The project generally complies with the Vintage Business Park at Prairie Trail Neighborhood Plan approved March 7, 2022. The purpose of this plat is to split one lot into two buildable lots and a street lot for future right-of-way needs. Lot 1 is currently under construction for a 30-unit apartment building. Lot 2 will be marketed for a commercial/office building.



N



1 inch = 200 feet

Date: 7/1/2022

Vintage Business Park at Prairie Trail Plat 12

June 30, 2022

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

**RE: Vintage Business Park at Prairie Trail Plat 12
Approval Letter**

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

On behalf of CPM Investments, LLC, we are pleased to submit the Final Plat for Vintage Business Park at Prairie Trail Plat 12. The site is located south of SW Magazine Road and west of SW State Street. The Final Plat creates 2 lots on 1.81 acres. Lot 2 is intended to be marketed for a commercial building and Lot 1 will include a 30-unit apartment building. A street lot is to be dedicated to the City of Ankeny for future right-of-way needs along SW Magazine Rd.

The final plat has been prepared in accordance with the City of Ankeny's standards and Municipal Code. We respectfully request the City's review and approval of this final 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.

Sincerely,



Adam D. Schoeppner
NILLES ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and park land dedication agreement for The Crossings at Deer Creek Plat 7.

EXECUTIVE SUMMARY:

The Crossings at Deer Creek Plat 7 is a proposed 32.80-acre (+/-) plat located west of NE Four Mile Drive; and approximately ½-mile north of E 1st Street, directly southeast of Deer Creek. The subject plat creates 20 single-family residential lots, two street lots, two outlots (Y and Z) for landscape buffer along NE Four Mile Drive, and one outlot (X) for the existing floodplain. All 20 single-family residential lots are platted in accordance with The Crossings at Deer Creek Plat 7 Preliminary Plat approved in November of 2019; and the amended Deer Creek PUD Conceptual Master Plan, approved in July of 2018.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended City Council approval at their meeting on July 6, 2021.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 P&Z Minutes
 Final Plat
 Staff Report
 Aerial Map
 Applicant Letter
 Parkland Dedication Agreement

WHEN RECORDED RETURN TO:

City of Ankeny, City Clerk
410 W 1st Street
Ankeny, IA 50023

Preparer Information: Derek Silverthorn, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023 Phone: (515) 963-3557

RESOLUTION

**RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, SUBDIVISION BONDS
FOR SEEDING AND EROSION CONTROL, PLATTED EASEMENTS, AND PARK LAND DEDICATION
AGREEMENT FOR THE CROSSINGS AT DEER CREEK PLAT 7**

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended City Council approval of the final plat for The Crossings at Deer Creek Plat 7 on the 6th day of July, 2021; and

WHEREAS, the attorney's title opinion, warranty deed to streets, subdivision bonds for seeding and erosion control, platted easements, and park land dedication agreement have been submitted and accepted by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa:

1. That the final plat for The Crossings at Deer Creek Plat 7 is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the public utility easement, public gas easement, public drainage easement, and public storm water management facility maintenance covenant and permanent easement agreement are hereby accepted; and
5. That the park land dedication agreement is hereby accepted.

PASSED AND APPROVED this 1st day of August, 2022.

CITY OF ANKENY, IOWA

Bobbi Bentz, Mayor Pro Tem

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, July 6, 2021
Ankeny Public Services Building – Electronic Meeting
Ankeny, Iowa

CALL TO ORDER

Vice Chair G.Hunter called the July 6, 2021 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

Due to health concerns related to COVID-19, the meeting was conducted as an electronic meeting. The Plan and Zoning Commission, City staff and the public participated by electronic conferencing.

ROLL CALL

Members present: Glenn Hunter, Ted Rapp, Annette Renaud, Todd Ripper and Jeff Woodcock. Absent: Trina Flack, and Lisa West. Staff present: E.Jensen, E.Carstens, D.Silverthorn, J.Heil, B.Morrissey, D.Gervais, B.Fuglsang

CONSENT AGENDA ITEMS

Item #2. The Crossings at Deer Creek Plat 7 Final Plat

Motion that the Plan and Zoning Commission hereby acknowledges that a development agreement regarding the NE Four Mile Drive crossing of Deer Creek is being deliberated with the applicant, and is a City Council decision. The Commission finds that all other requirements have been met by the applicant, and therefore, subject to approval of said agreement by the Council, recommends that the City Council approve The Crossings at Deer Creek Plat 7 Final Plat; and authorize cost participation requests for the extension of eight-foot shared use path along NE Four Mile Drive in an amount estimated to be \$8,022, 12-inch water main along NE Four Mile Drive in an amount estimated to be \$10,477.50, and truncated domes in an amount estimated to be \$400.

Motion by T.Rapp to approve the recommendations for Consent Agenda Item(s) #1 - #2. Second by A.Renaud. All voted aye. Motion carried 5 – 0.

INDEX LEGEND

OWNER / DEVELOPER

ENGINEER / SURVEYOR

DATE OF SURVEY

AREA SUMMARY

ZONING AND BULK REGULATIONS

ZONING

DEER CREEK PUD

BULK REGULATIONS

LOTS 1-5 (SINGLE FAMILY RESIDENTIAL, 70' MIN LOT WIDTH, 8,750 S.F. MIN LOT AREA)

- FRONT: 30' FOR GARAGE DOORS, 25' FOR HOUSE/PORCH
- REAR: 30' (DECKS MAY EXTEND 12' INTO REAR SETBACK), 10' FRONT OR SIDE LOAD DETACHED GARAGE
- SIDE: 12' TOTAL (6' MIN ONE SIDE)

R-1 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED WITHIN PUD

LOTS 6-20 (SINGLE FAMILY RESIDENTIAL, 80' MIN LOT WIDTH, 10,000 S.F. MIN LOT AREA)

- FRONT: 30' FOR GARAGE DOORS, 25' FOR HOUSE/PORCH
- REAR: 30' (DECKS MAY EXTEND 12' INTO REAR SETBACK), 10' FRONT OR SIDE LOAD DETACHED GARAGE
- SIDE: 15' TOTAL (7' MIN ONE SIDE)
- R-1 ZONING REGULATIONS SHALL APPLY TO ANY ITEMS NOT COVERED WITHIN PUD

PLAT DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 17 AND A PART OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 18, ALL BEING IN TOWNSHIP 80 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 NORTHEAST CORNER OF THE CROSSINGS AT DEER CREEK PLAT 4, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE SOUTH 40°27'30" WEST ALONG THE NORTHERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 4, A DISTANCE OF 168.02 FEET; THENCE SOUTH 79°14'37" WEST CONTINUING ALONG SAID NORTHERLY LINE, 335.47 FEET; THENCE NORTH 10°45'23" WEST CONTINUING ALONG SAID NORTHERLY LINE, 55.30 FEET; THENCE SOUTH 81°39'21" WEST CONTINUING ALONG SAID NORTHERLY LINE, 82.60 FEET; THENCE SOUTH 08°20'39" EAST CONTINUING ALONG SAID NORTHERLY LINE, 50.82 FEET; THENCE SOUTH 81°39'21" WEST CONTINUING ALONG SAID NORTHERLY LINE, 150.00 FEET; THENCE NORTH 08°20'39" WEST CONTINUING ALONG SAID NORTHERLY LINE, 9.93 FEET; THENCE SOUTH 81°39'21" WEST CONTINUING ALONG SAID NORTHERLY LINE, 229.85 FEET TO THE NORTHWEST CORNER OF SAID THE CROSSINGS AT DEER CREEK PLAT 4, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THE CROSSINGS AT DEER CREEK PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°11'41" WEST ALONG SAID NORTHERLY LINE, 202.34 FEET; THENCE NORTH 64°45'06" WEST CONTINUING ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF PARCEL '2021-193' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18819, PAGE 650 BEING A PART OF SAID NORTHWEST QUARTER OF SECTION 17 AND SAID NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 72.89 FEET; THENCE SOUTH 57°33'39" WEST CONTINUING ALONG SAID NORTHERLY LINE OF PARCEL '2021-193', A DISTANCE OF 114.79 FEET; THENCE SOUTH 09°22'19" EAST CONTINUING ALONG SAID NORTHERLY LINE, 88.84 FEET; THENCE SOUTH 64°38'17" WEST CONTINUING ALONG SAID NORTHERLY LINE, 44.35 FEET; THENCE NORTH 81°21'52" WEST CONTINUING ALONG SAID NORTHERLY LINE, 159.76 FEET TO THE NORTHWEST CORNER OF SAID PARCEL '2021-193'; THENCE SOUTH 43°44'48" WEST ALONG THE WESTERLY LINE OF SAID PARCEL '2021-193', A DISTANCE OF 189.81 FEET; THENCE SOUTH 17°37'21" WEST CONTINUING ALONG SAID WESTERLY LINE, 239.34 FEET; THENCE SOUTH 19°21'48" EAST CONTINUING ALONG SAID WESTERLY LINE, 198.54 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL '2021-193', SAID POINT ALSO BEING ON THE NORTHERLY LINE OF GREENWOOD ACRES PLAT NO. 5, AN OFFICIAL PLAT IN SAID POLK COUNTY; THENCE NORTH 89°54'14" WEST ALONG SAID NORTHERLY LINE, 442.91 FEET TO THE SOUTHERNMOST CORNER OF DEER CREEK ESTATES PLAT 9, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 27°04'12" EAST ALONG THE EASTERLY LINE OF SAID DEER CREEK ESTATES PLAT 9, A DISTANCE OF 685.04 FEET TO THE SOUTHERNMOST CORNER OF DEER CREEK ESTATES PLAT 10, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 35°14'45" EAST ALONG THE EASTERLY LINE OF SAID DEER CREEK ESTATES PLAT 10 AND THE EASTERLY LINE OF DEER CREEK ESTATES PLAT 12, AN OFFICIAL PLAT IN SAID CITY OF ANKENY, 663.99 FEET; THENCE NORTH 00°09'54" EAST CONTINUING ALONG SAID EASTERLY LINE OF DEER CREEK ESTATES PLAT 12, A DISTANCE OF 548.16 FEET TO THE NORTHEAST CORNER OF SAID DEER CREEK ESTATES PLAT 12, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF DEER CREEK ESTATES PLAT 13, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 67°49'02" EAST ALONG SAID SOUTHERLY LINE, 226.57 FEET; THENCE NORTH 53°10'32" EAST CONTINUING ALONG SAID SOUTHERLY LINE, 80.00 FEET TO THE SOUTHEAST CORNER OF SAID DEER CREEK ESTATES PLAT 13; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1160.00 FEET, WHOSE ARC LENGTH IS 145.38 FEET AND WHOSE CHORD BEARS SOUTH 40°24'54" EAST, 145.29 FEET; THENCE SOUTH 44°00'19" EAST, 436.58 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1240.00 FEET, WHOSE ARC LENGTH IS 265.15 FEET AND WHOSE CHORD BEARS SOUTH 37°52'47" EAST, 264.64 FEET; THENCE SOUTH 31°45'14" EAST, 81.41 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 1160.00 FEET, WHOSE ARC LENGTH IS 415.98 FEET AND WHOSE CHORD BEARS SOUTH 42°01'38" EAST, 413.75 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1240.00 FEET, WHOSE ARC LENGTH IS 210.22 FEET AND WHOSE CHORD BEARS SOUTH 47°26'37" EAST, 209.96 FEET; THENCE SOUTH 47°24'47" WEST, 105.00 FEET TO THE EASTERLY LINE OF SAID THE CROSSINGS AT DEER CREEK PLAT 4; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 1135.00 FEET, WHOSE ARC LENGTH IS 137.77 FEET AND WHOSE CHORD BEARS NORTH 46°03'52" WEST, 137.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.32 ACRES (1,320.94 SQUARE FEET).

PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD	CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	9°42'48"	1200.00'	203.43'	S47°26'37"E	203.19'	C21	46°01'01"	32.50'	26.10'	N58°00'31"W	25.41'
C2	16°50'32"	1200.00'	352.74'	S43°52'45"E	351.48'	C22	32°19'38"	57.50'	32.44'	N64°51'12"W	32.01'
C3	3°42'14"	1200.00'	77.57'	S33°36'21"E	77.56'	C23	46°29'26"	57.50'	46.66'	N25°26'40"W	45.39'
C4	12°15'05"	1200.00'	256.59'	S37°52'47"E	256.10'	C24	43°36'10"	57.50'	43.76'	N19°36'08"E	42.71'
C5	7°10'51"	1200.00'	150.40'	S40°24'54"E	150.30'	C25	47°01'25"	57.50'	47.19'	N64°54'56"E	45.88'
C6	2°32'32"	800.00'	35.49'	N53°16'16"E	35.49'	C26	49°15'40"	57.50'	49.44'	S66°56'31"E	47.93'
C7	60°20'39"	40.00'	42.13'	N21°49'40"E	40.21'	C27	53°19'43"	57.50'	53.52'	S15°38'50"E	51.61'
C8	9°42'48"	1160.00'	196.65'	S47°26'37"E	196.42'	C28	46°01'01"	32.50'	26.10'	S11°59'29"E	25.41'
C9	14°21'02"	1240.00'	310.57'	S45°07'30"E	309.76'	C29	93°00'00"	25.00'	40.58'	S81°30'00"E	36.27'
C10	4°59'02"	1240.00'	107.86'	S35°27'28"E	107.83'	C30	60°20'39"	10.00'	10.53'	N21°49'40"E	10.05'
C11	87°30'29"	25.00'	38.18'	S81°42'14"E	34.58'	C31	10°23'45"	70.00'	12.70'	S3°08'46"E	12.68'
C12	15°29'00"	1265.00'	341.85'	N44°33'31"W	340.81'	C32	48°27'11"	70.00'	59.20'	S26°16'42"W	57.45'
C13	9°42'48"	1135.00'	192.42'	N47°26'37"W	192.19'	C33	1°29'43"	70.00'	1.83'	S51°15'09"W	1.83'
C14	2°45'31"	1135.00'	54.64'	S50°55'16"E	54.64'	C34	2°32'32"	830.00'	36.83'	N53°16'16"E	36.82'
C15	0°42'37"	1265.00'	15.68'	S51°56'42"E	15.68'	C35	2°20'42"	1265.00'	51.77'	N32°55'35"W	51.77'
C16	7°08'03"	1265.00'	157.51'	S48°01'22"E	157.41'	C36	12°15'05"	1135.00'	242.69'	N37°52'47"W	242.23'
C17	3°12'03"	1265.00'	70.67'	S42°51'19"E	70.66'	C37	87°30'29"	25.00'	38.18'	S10°47'17"W	34.58'
C18	4°26'17"	1265.00'	97.98'	S39°02'09"E	97.96'	C38	11°2'43"	1240.00'	26.23'	S32°21'36"E	26.23'
C19	2°32'32"	770.00'	34.16'	N53°16'16"E	34.16'	C39	12°15'05"	1160.00'	248.04'	S37°52'47"E	247.57'
C20	87°00'00"	25.00'	37.96'	N8°30'00"E	34.42'	C40	7°10'51"	1240.00'	155.41'	S40°24'54"E	155.31'

LEGEND

SECTION CORNER AS NOTED
1/2" REBAR, YELLOW PLASTIC CAP #18660
(UNLESS OTHERWISE NOTED)

MEASURED BEARING & DISTANCE
RECORDED BEARING & DISTANCE

DEEDED BEARING & DISTANCE

PUBLIC UTILITY EASEMENT

CURVE ARC LENGTH

LOT ADDRESS

CENTERLINE

SECTION LINE

EASEMENT LINE

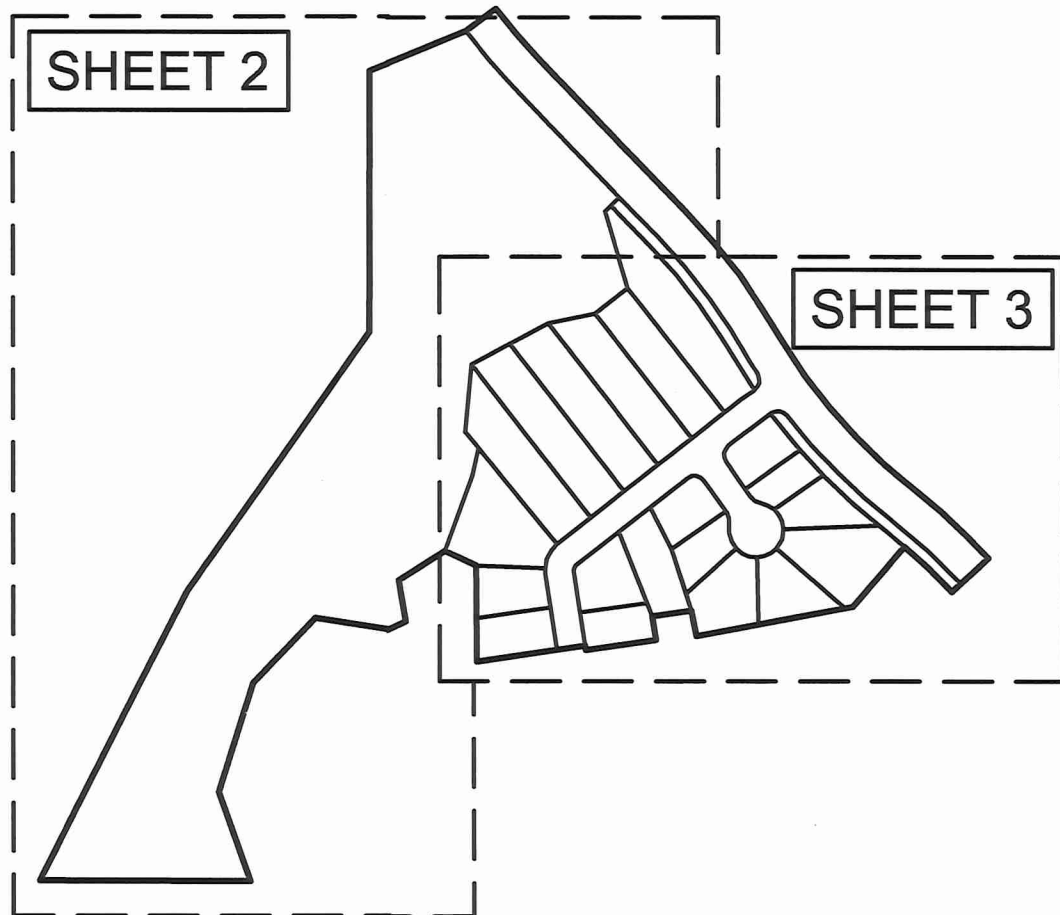
BUILDING SETBACK LINE
PLAT POINT 1511

PLAT BOUNDARY

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.
3. OUTLOTS 'X', 'Y' AND 'Z' WILL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. THE CITY OF ANKENY SHALL NEVER BE RESPONSIBLE FOR ANY CREEK MAINTENANCE OR IMPROVEMENTS WITHIN OUTLOT 'X'.
4. THE DEVELOPER WILL BE RESPONSIBLE FOR STREETLIGHT INSTALLATION WITHIN THE PLAT BOUNDARY.
5. THE DEVELOPER WILL BE RESPONSIBLE FOR INSTALLING SIDEWALKS THROUGH ALL OUTLOT RIGHT-OF-WAY FRONTAGE.
6. INDIVIDUAL PROPERTY OWNERS MAY BE RESPONSIBLE FOR THE CONSTRUCTION OF SIDEWALKS ON THEIR PROPERTY. PRIOR TO CONSTRUCTION OF ANY SIDEWALKS, REFER TO THE PROJECT CONSTRUCTION DRAWINGS AND CONFIRM WITH CITY THE LOCATION, WIDTH AND ELEVATION OF SIDEWALKS.
7. THIS PLAT WILL REQUIRE THE REEVALUATION OF THE SAFETY AND OPERATION OF THE INTERSECTION OF SE FOUR MILE DRIVE AND E. 1ST STREET, WHICH SHALL INCLUDE THE ADDITION OF THE PROPOSED LOTS. IF THE PEAK HOUR WARRANT IS MET, THE DEVELOPER SHALL BE RESPONSIBLE FOR INSTALLING A TEMPORARY TRAFFIC SIGNAL AT THAT INTERSECTION. THE DEVELOPER'S FINANCIAL PORTION OF RESPONSIBILITY FOR THE TRAFFIC SIGNAL WILL BE RESOLVED WHEN THE CITY OF ANKENY DETERMINES THE SIGNAL IS NECESSARY.
8. THE DRIVEWAY FOR LOT 18 SHALL BE CONSTRUCTED TO AVOID THE STORM SEWER MANHOLE.
9. THE DRIVEWAY FOR LOT 19 SHALL BE CONSTRUCTED TO AVOID THE SIDEWALK RAMP.
10. STREET LOTS 'A' AND 'B' TO BE DEDICATED TO THE CITY OF ANKENY AND SHALL BE USED AS PUBLIC STREET RIGHT OF WAY.
11. THE DEVELOPER SHALL DESIGN AND COMPLETE THE CREEK CROSSING PUBLIC IMPROVEMENTS ASSOCIATED WITH THE CROSSINGS AT DEER CREEK PLAT 7 AS OUTLINED IN THE DEVELOPMENT AGREEMENT RECORDED ON 09/17/2021 IN BOOK 18756, PAGE 919 PRIOR TO 09/01/2023. THE CONSTRUCTION OF SAID CREEK CROSSING PUBLIC IMPROVEMENTS SHALL NOT START PRIOR TO 03/01/2023.
12. A BUILDING PERMIT FOR LOT 20 CANNOT BE ISSUED UNTIL THE CREEK CROSSING PUBLIC IMPROVEMENTS ARE CONSTRUCTED.

SHEET INDEX



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.

 7/18/22
LOUIS M. KELEHAN, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 - 3

THE CROSSINGS AT DEER CREEK PLAT 7 FINAL PLAT

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: ENH

ANKENY IOWA

TECH:

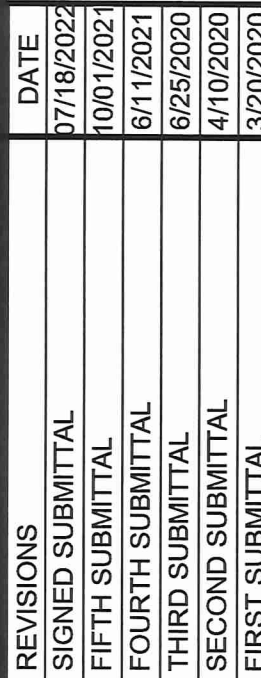
DATE	REVISIONS
07/18/2022	SIGNED SUBMITTAL
10/01/2021	FIFTH SUBMITTAL
6/11/2021	FOURTH SUBMITTAL
6/25/2020	THIRD SUBMITTAL
4/10/2020	SECOND SUBMITTAL
3/20/2020	FIRST SUBMITTAL

FILE: H:\2019\1908430\DWG\1908430-FINAL PLAT.DWG
 FILE DATE: 7/18/22 DATE PLOTTED: 7/18/2022 9:39 AM
 PLOTTED BY: LOUIS KELEHAN TECH: COMMENT:
 ENG:

RECEIVED

JUL 20 2022

CITY OF ANKENY



ENGINEER: ENH

TECH:

CIVIL DESIGN ADVANTAGE

ANKENY, IOWA

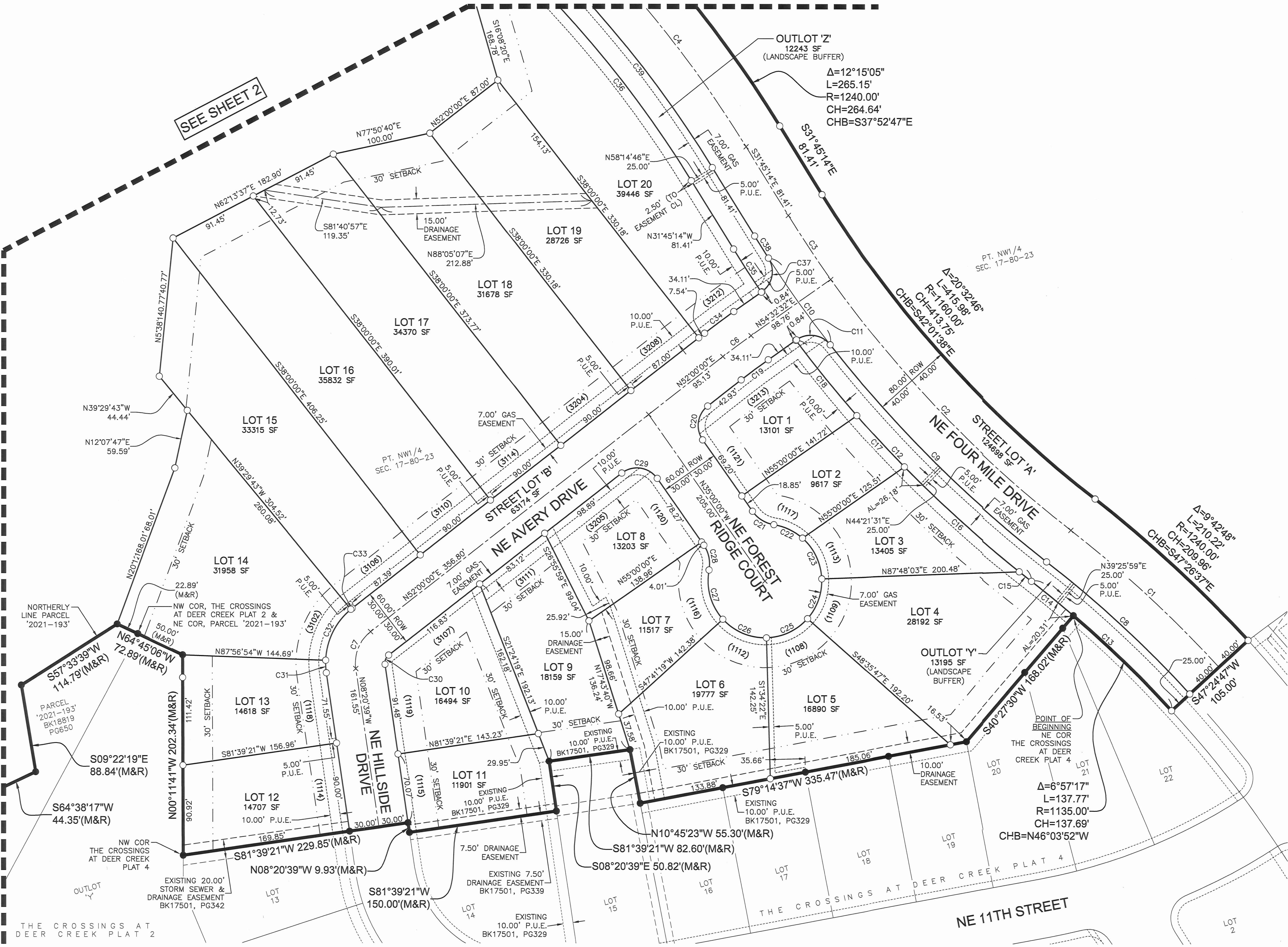
FINAL PLAT

2/3
1908.430



THE CROSSINGS AT DEER CREEK PLAT 7

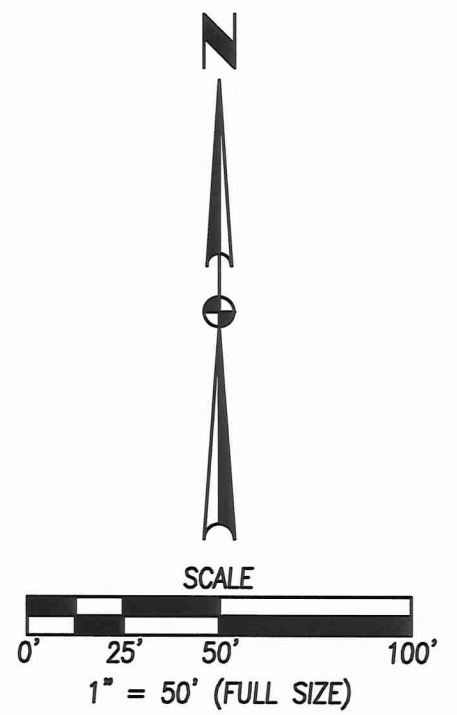
FINAL PLAT



SEE SHEET 2

SEE SHEET 2

THE CROSSINGS AT DEER CREEK PLAT 2



DATE	REVISIONS
07/18/2022	SIGNED SUBMITTAL
10/01/2021	FIFTH SUBMITTAL
01/11/2021	FOURTH SUBMITTAL
06/25/2020	THIRD SUBMITTAL
04/10/2020	SECOND SUBMITTAL
03/20/2020	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: ENH
ENGINEER: ENH



ANKENY, IOWA
CIVIL DESIGN ADVANTAGE

THE CROSSINGS AT DEER CREEK PLAT 7
FINAL PLAT



*Plan and Zoning Commission
Staff Report*

Meeting Date: July 6, 2021

Agenda Item: The Crossings at Deer Creek Plat 7 – Final Plat
Report Date: June 29, 2021
Prepared By: Derek Silverthorn *ESC*
Associate Planner

Staff Recommendation:

That the Plan and Zoning Commission hereby acknowledges that a development agreement regarding the NE Four Mile Drive crossing of Deer Creek is being deliberated with the applicant, and is a City Council decision. The Commission finds that all other requirements have been met by the applicant, and therefore, subject to approval of said agreement by the Council, recommends that the City Council approve The Crossings at Deer Creek Plat 7 Final Plat; and authorize cost participation requests for the extension of eight-foot shared use path along NE Four Mile Drive in an amount estimated to be \$8,022, 12-inch water main along NE Four Mile Drive in an amount estimated to be \$10,477.50, and truncated domes in an amount estimated to be \$400.

Project Summary:

The Crossings at Deer Creek Plat 7 is a proposed 32.80-acre (+/-) plat located west of NE Four Mile Drive; and approximately ½-mile north of E 1st Street, directly southeast of Deer Creek. The subject plat creates 20 single-family residential lots, two street lots, two outlots (Y and Z) for landscape buffer along NE Four Mile Drive, and one outlot (X) for the existing floodplain. All 20 single-family residential lots are platted in accordance with The Crossings at Deer Creek Plat 7 Preliminary Plat approved in November of 2019; and the amended Deer Creek PUD Conceptual Master Plan, approved in July of 2018.

Project Report:

Streets: The proposed development will be accessed from an extension of NE Four Mile Drive, which will advance northerly through a proposed T-intersection with NE Avery Drive, and terminate 228 feet (+/-) north of said intersection. NE Avery Drive will extend southwest from NE Four Mile Drive, and connect with an existing portion of NE Hillside Drive near the southwest corner of the subject plat boundary. NE Forest Ridge Court is a proposed 205-foot (+/-) cul-de-sac, extending south from a T-intersection with NE Avery Drive, to which eight residential lots will front. An eight-foot shared use path will be extended north along the west side of NE Four Mile Drive, via City cost participation; and all other proposed roads in the development will be required to have five-foot sidewalks.

The extension of NE Four Mile Drive connecting across Deer Creek has been contemplated since at least 2007 and illustrated in subsequent comprehensive plans of the City, including

The Ankeny Plan 2040. This connection also has been acknowledged by the developer from the beginning of the Deer Creek Development, and shown in the Deer Creek PUD Master Plan, approved in 2015. The developer, which has been Deer Creek Estates LLC since its inception, requested that the City construct the connection starting in 2017. In the context of 13 years of consideration and 700+ residential units, the developer always was to be responsible for certain connection improvements. This approach is based on the access benefits to all plats within Deer Creek beyond the plat currently up for consideration. The improvements provide a critical connection between two arterial roadways (E 1st Street and NE 18th Street), and this connection becomes even more vital once the NE 18th Street bridge is constructed as part of the Capital Improvement Program.

Staff is deliberating with the applicant on a development agreement regarding the construction of the NE Four Mile Drive improvements. Any agreement will be brought to the Council for approval prior to a decision on the final plat.

- Water: 12-inch water main is currently located south of the plat area along NE Four Mile Drive, which will be extended north to the northern limit of the plat, via City cost participation. Eight-inch water main will be installed throughout the remainder of the development, and connect with existing eight-inch water main along NE Hillside Drive south of the subject plat area.
- Sewer: 10-inch sanitary sewer is currently located southeast of the platted area along NE Four Mile Drive, which will be extended north approximately 600 feet. Eight-inch sanitary sewer will also extend north from the existing portion of NE Hillside Drive, south of the subject plat area, and be continued throughout the remainder of the development. Ultimately, wastewater will convey off-site to the southwest, and into the Four Mile trunk sewer.
- Drainage: Storm sewer is provided throughout the proposed plat area, flowing south and west into an off-site 24-inch storm sewer that conveys into a detention pond located on Outlot Y, The Crossings at Deer Creek Plat 2, and ultimately outlets into Deer Creek.
- Parkland: Parkland dedication for the subject plat will be deferred to The Crossings at Deer Creek Plat 12, with the conveyance of real property—a 6.60-acre (+/-) park identified in the Deer Creek South Phase 3 Preliminary Plat and The Crossings at Deer Creek Plat 12 final plat. Cash in lieu of land will be required to satisfy any additional parkland dedication requirements.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: The Crossings at Deer Creek Plat 7
NAME OF OWNER/ DEVELOPER: Deer Creek Estates, LLC

GENERAL INFORMATION:

PLAT LOCATION: ½-mile north of E 1st Street; west of NE Four Mile Drive
SIZE OF PLAT: 32.80 acres
ZONING: Deer Creek PUD

LOTS:

NUMBER: 20 single-family lots; 3 outlots
SIZE/DENSITY: 3.23 units per acre
USE: Residential

BUILDING LINES: **Lots 1-5 (70' min. lot width, 8,750 SF min. lot area)**
Front: 30' for garage doors
25' for house/porch
Rear: 30' (decks may extend 12' into)
10' for front- or side-loaded detached garage
Side: 12' total (6' min. one side)

Lots 6-20 (80' min. lot width, 10,000 SF min. lot area)
Front: 30' for garage doors
25' for house/porch
Rear: 30' (decks may extend 12' into)
10' for front- or side-loaded detached garage
Side: 15' total (7' min. one side)

PARKLAND DEDICATION:

Parkland dedication for the subject plat will be deferred to The Crossings at Deer Creek Plat 12, with the conveyance of real property—a 6.60-acre (+/-) park identified in the Deer Creek South Phase 3 Preliminary Plat and The Crossings at Deer Creek Plat 12 final plat. Cash in lieu of land will be required to satisfy any additional parkland dedication requirements.

ADJACENT LANDS:

NORTH: Deer Creek Estates (single-family residential)
SOUTH: The Crossings at Deer Creek Plat 4 (single-family residential)
EAST: Deer Creek PUD (unplatted land)
WEST: Deer Creek Estates (single-family residential)

STREET DEVELOPMENT:

NAME: NE Four Mile Drive
LENGTH: 784'
CLASSIFICATION: Minor Arterial
R.O.W. (REQ'D./PROV.): 80'/80'
PAVEMENT WIDTH: 31'

NAME: NE Avery Drive
LENGTH: 607'
CLASSIFICATION: Normal Looping
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NE Forest Ridge Court
LENGTH: 205'
CLASSIFICATION: Normal Cul-de-Sac
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

NAME: NE Hillside Drive
LENGTH: 183'
CLASSIFICATION: Normal Looping
R.O.W. (REQ'D./PROV.): 60'/60'
PAVEMENT WIDTH: 27'

WASTE WATER:

PROJECTED FLOWS: 20 units X 3 pers. per house X 300 gal. per day/pers.= 18,000 GPD

WRA CAPACITY: 200 MGD; current daily avg. 132 MGD

NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile Trunk Sewer

STORM WATER:

BASIN FLOWS: This plat lies in the Four Mile Creek Drainage Basin

WATER SYSTEM:

USAGE: 20 units X 3 pers. per house X 100 gal. per day/person = 6,000 GPD

SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 3.9 MGD

FINAL PLAT DRAWING:

Staff recommends approval.

CONSTRUCTION PLANS:

To be approved.



N



1 inch = 600 feet

Date: 10/11/2021

The Crossings at Deer Creek Plat 7



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

July 20, 2022

Honorable Mayor and City Council
c/o Derek Silverthorn
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50023

RE: The Crossings at Deer Creek Plat 7
Final Plat

Dear Council Members and Honorable Mayor;

On behalf of Deer Creek Ankeny, Inc., we are pleased to submit herewith a final plat for The Crossings at Deer Creek Plat 7 located within the Deer Creek PUD west of NE Four Mile Drive, north of E 1st Street. The property contains approximately 30.3 acres.

Plat 7 includes development of 20 single family lots and 3 outlots, which is consistent with the Deer Creek PUD and The Crossings at Deer Creek Plat 7 preliminary plat. One outlot contains the creek and floodplain; the other two outlots are intended for landscaping per the PUD. The project contains several new public streets including the extension of NE Hillside Drive and construction of NE Forest Ridge Court and NE Avery Drive. Construction of NE Four Mile Drive, including City cost-share items, has been moved from Plat 7 to Plat 15 which is planned to be constructed in 2023.

We are requesting that final approval of the final plat be granted by City Council at the next available regular City Council meeting.

Sincerely,
CIVIL DESIGN ADVANTAGE, LLC

Emily Harding, Project Manager

cc: Jeff Grubb, Deer Creek Ankeny, Inc.

PARK LAND DEDICATION AGREEMENT

WHEREAS, Deer Creek Ankeny, Inc. is the developer of The Crossings at Deer Creek Plat 7 in the City of Ankeny, Iowa; and

WHEREAS, in order to satisfy the City of Ankeny park land dedication requirements as specified in Chapter 200.35.1.A, Criteria for Requiring Park Land Dedication, of the Municipal Code of the City of Ankeny, Iowa, Deer Creek Ankeny, Inc. requests that the City of Ankeny accept cash payment in lieu of park land dedication for The Crossings at Deer Creek Plat 7; and

WHEREAS, Deer Creek Ankeny, Inc. is aware of the litigation brought by the Home Builders Association concerning cash payment in lieu of park land dedication, but requests that Deer Creek Ankeny, Inc. be allowed to pay cash to the City of Ankeny in lieu of the conveyance of real property; and

WHEREAS, Deer Creek Ankeny, Inc. requests that the acreage to be dedicated be valued at \$6,120.00 based on \$12,000.00 per acre, and that \$6,120.00 be accepted by the City of Ankeny in fulfillment of said park land dedication requirements.

NOW, THEREFORE, IT IS HEREBY AGREED by Deer Creek Ankeny, Inc. to pay the sum of \$6,120.00 in order to satisfy the park land dedication requirements as specified in Chapter 200.35.1.A, Criteria for Requiring Park Land Dedication, of the Municipal Code of the City of Ankeny, Iowa, for The Crossings at Deer Creek Plat 7. Further, Deer Creek Ankeny, Inc. agrees to waive any right it may have, now or in the future, to challenge the validity of said park land improvements as it applies to The Crossings at Deer Creek Plat 7.

DATED this 27 day of JUNE, 2022.

Deer Creek Ankeny, Inc.

Donald Timmins
Signature

DONALD C. TIMMINS
Print Name

Treasurer
Title

STATE OF IOWA, COUNTY OF POLK, ss:

On the 27th day of June, 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald C. Timmins to me personally known, who being by me duly sworn, did say that he/she is the Treasurer of Deer Creek Ankeny, Inc., an Iowa Corporation; that the instrument was signed on behalf of the limited liability company by authority of its members; and that he/she as Treasurer acknowledges execution of the instrument to be the voluntary act and deed of the limited liability company by it and be him/her voluntarily executed.



Sara J. Rooker
Notary Public in and for the State of Iowa



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

Deer Creek Ankeny, Inc.
8409 NE 54th Ave.
Altoona, Iowa 50009

Legacy Bank
Altoona, Ia 50009
72-1383/739

1334

6/26/2022

PAY TO THE
ORDER OF

City of Ankeny

\$
**6,120.00

Six Thousand One Hundred Twenty and 00/100 ***** DOLLARS

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

MEMO

[Signature]

⑈001334⑈ ⑆073913836⑆ 329 815 3⑈

Deer Creek Ankeny, Inc.

1334

Date	Type	Reference	Original Amt.	Balance Due	6/26/2022 Discount	Payment
6/27/2022	Bill		6,120.00	6,120.00		6,120.00
					Check Amount	6,120.00

Legacy Bank

6,120.00



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1033 NE Lake View Drive - Godron)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from David M. Godron and Kristi R. Godron to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$905.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from David M. Godron and Kristi R. Godron to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1033 NE LAKE VIEW DRIVE FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by David M. Godron and Kristl R. Godron at 1033 NE Lake View Drive to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from David M. Godron and Kristl R. Godron at 1033 NE Lake View 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 NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: David M. Godron and Kristl R. Godron
 1033 NE Lake View Dr
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$905.00, calculated as follows:

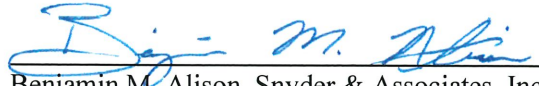
Temporary Easement:	$1205 \text{ SF} \times \$5.00 / \text{SF} \times 10\% \times 1.5 \text{ years} =$	\$903.75
Total Compensation:	(Rounded)	\$905.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

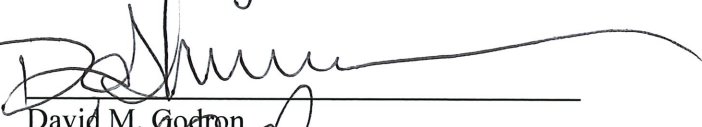
3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

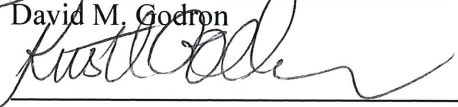
Dated at Ankeny, Iowa, this 13th day of July, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 21 day of July, 2022.

By: 
David M. Godron

By: 
Kristl R. Godron

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

_____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

LEGEND

PROPOSED PAVEMENT

PROPOSED SIDEWALK

TEMPORARY EASEMENT

EXISTING RIGHT OF WAY

GRADING LIMITS

LOT LINE

PROPOSED STORM SEWER

PROPOSED WATER MAIN

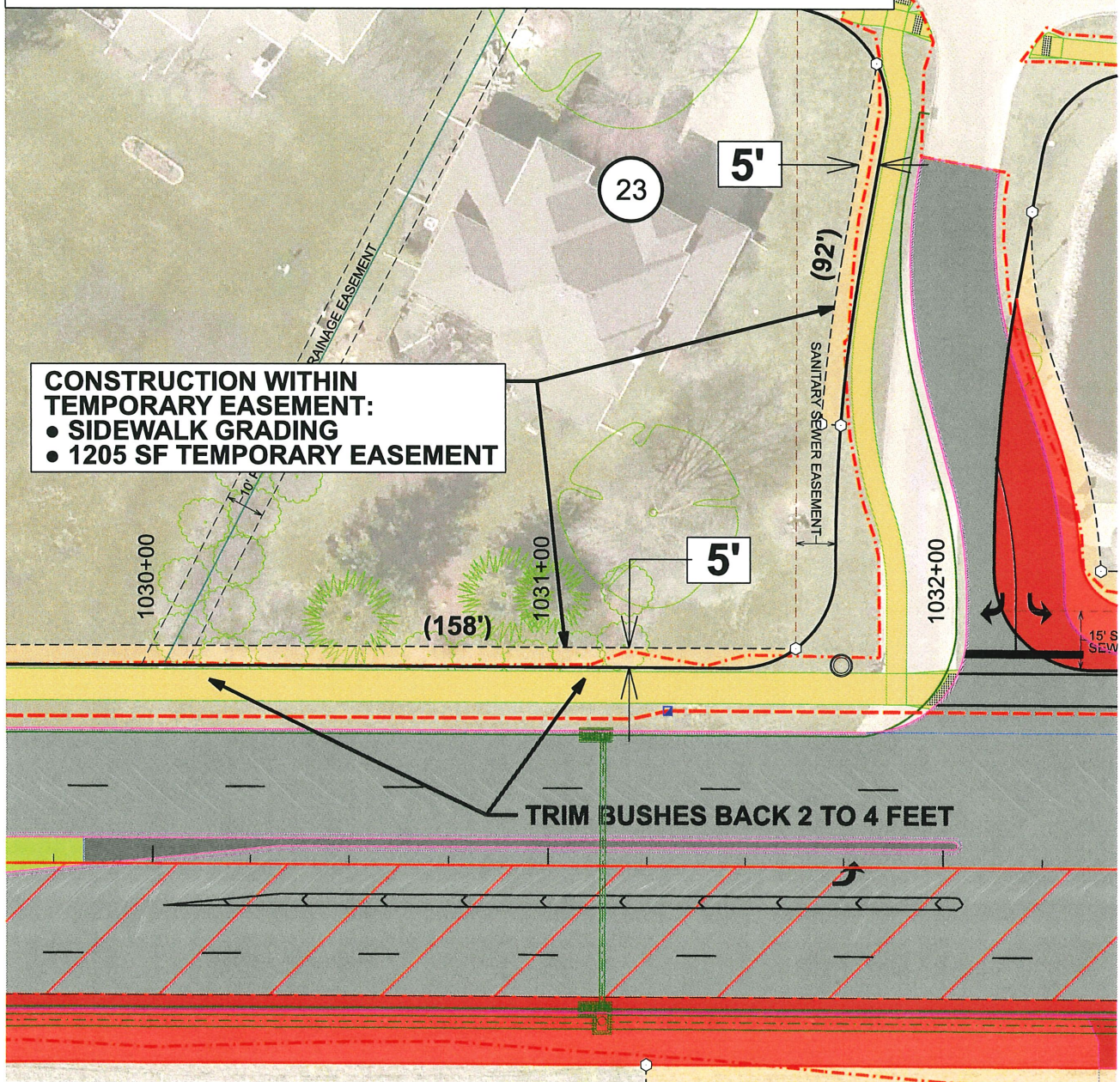
FEE TITLE

TREE REMOVAL - PRIVATE PROPERTY

TREE REMOVAL - PUBLIC PROPERTY

CONSTRUCTION WITHIN TEMPORARY EASEMENT:

- SIDEWALK GRADING
- 1205 SF TEMPORARY EASEMENT



PARCEL 23 - DAVID M GODRON AND KRISTL R GODRON

SCALE:

1"=40'

DATE:

7/14/2022

PROJECT #:

121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, David M. Godron and Kristl R. Godron, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21 day of July, 2022

[Signature]
David M. Godron

[Signature]
Kristl R. Godron

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

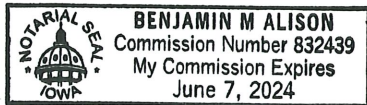
STATE OF Iowa }
COUNTY OF Polk } ss:

On this 21 day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared DAVID M. GODRON &
KRISTL R. GODRON

_____ to me personally known
or ✓ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)
Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa



ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

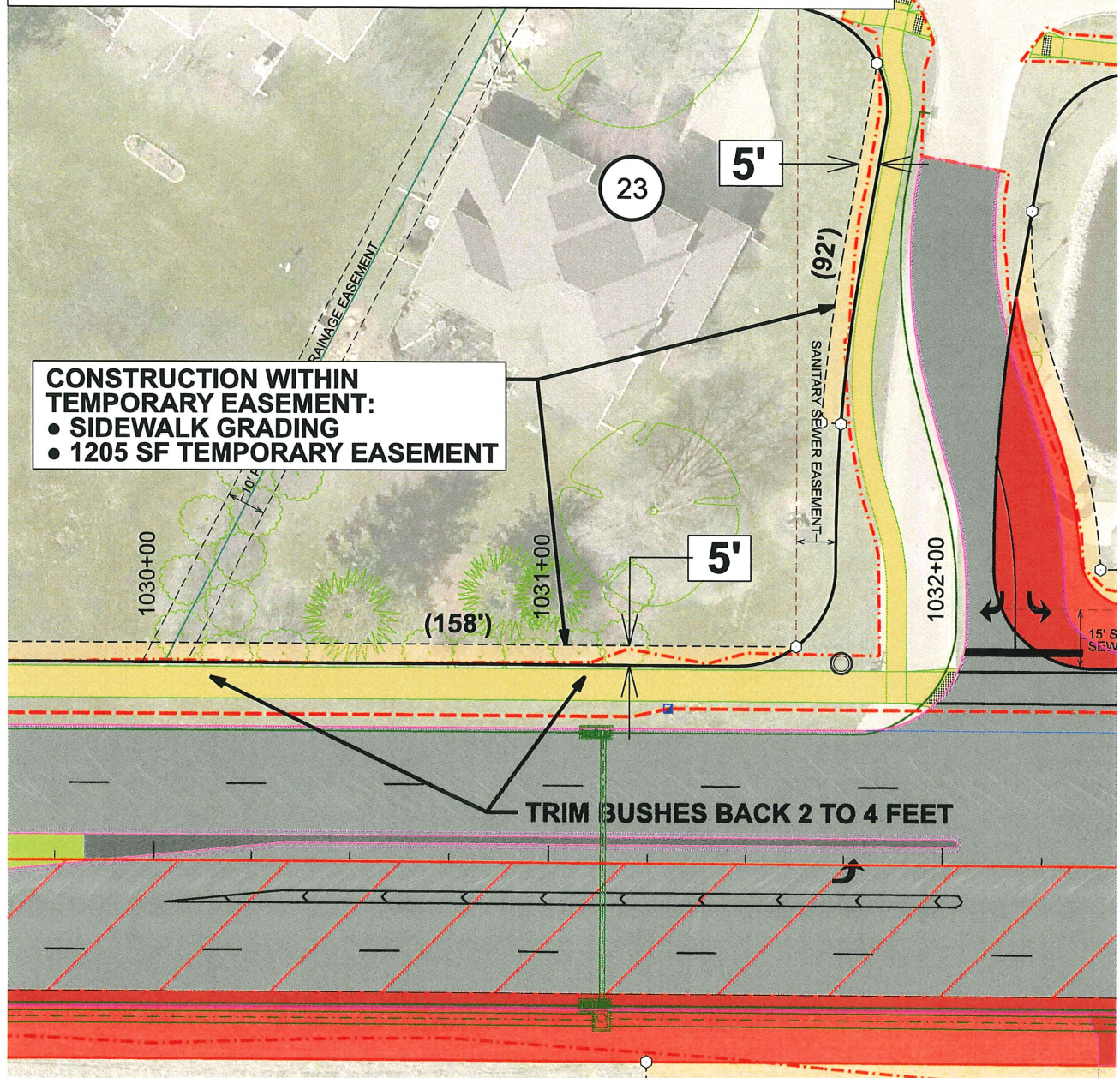
✓ INDIVIDUAL
____ CORPORATE
Title(s) of Corporate Officer(s) _____
____ Corporate Seal is affixed
____ No Corporate Seal procured
____ PARTNER(s):
____ Limited Partnership
____ General Partnership
____ ATTORNEY-IN-FACT
____ EXECUTOR(s) or TRUSTEE(s)
____ GUARDIAN(s) or CONSERVATOR(s)
____ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

LEGEND

- | | |
|---|---|
|  PROPOSED PAVEMENT |  LOT LINE |
|  PROPOSED SIDEWALK |  PROPOSED STORM SEWER |
|  TEMPORARY EASEMENT |  PROPOSED WATER MAIN |
|  EXISTING RIGHT OF WAY |  FEE TITLE |
|  GRADING LIMITS |  TREE REMOVAL - PRIVATE PROPERTY |
| |  TREE REMOVAL - PUBLIC PROPERTY |



PARCEL 23 - DAVID M GODRON AND KRISTL R GODRON

SCALE:
1"=40'

DATE:
7/14/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way and temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (Outlot X of Plat 5 - Tuscany Pointe Owners Association, Inc.)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way and temporary construction easement from Tuscany Pointe Owners Association, Inc. to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the street right-of-way and temporary construction easement is \$14,165.00. The cost for the street right-of-way and temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting street right-of-way and temporary construction easement from Tuscan Pointe Owners Association, Inc. to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Warranty Deed - Street Right-of-Way
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT OUTLOT X OF WINDSOR VILLAGE, PLAT 5 FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Tuscany Pointe Owners Association, Inc. at Outlot X of Windsor Village, Plat 5 to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way and temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way and temporary construction easement from Tuscany Pointe Owners Association, Inc. at Outlot X of Windsor Village, Plat 5.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Permanent Storm Sewer and Drainage Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Tuscany Pointe Owners Association, Inc.
 3737 Woodland Ave Ste 100
 West Des Moines, IA 50266

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$14,165.00, calculated as follows:

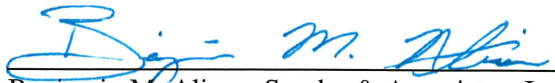
Fee Title:	549 SF x \$3.50 / SF x 100% =	\$1,921.50
Temporary Easement:	6,651 SF x \$3.50 / SF x 10% x 1.5 years =	\$3,491.78
Miscellaneous/Other:	Irrigation Loss =	\$8,750.00
Total Compensation:	(Rounded)	\$14,165.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.
10. Landscaping. During this project, 9 trees and 19 shrubs within the Temporary Easement may be removed. The City of Ankeny has planned a landscaping project for 2025 along NE Delaware Avenue. If any or all plantings are removed from the property, the City of Ankeny agrees to restore this area by installing like-kind plantings during the 2025 landscaping project in order to cure the loss of the existing trees and shrubs. Therefore, contributory value for the loss of existing trees and shrubs is not included in the offer.

Dated at Ankeny, Iowa, this 21st day of July, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 21 day of July, 2022.

Tuscany Pointe Owners Association, Inc., an Iowa corporation

By: 

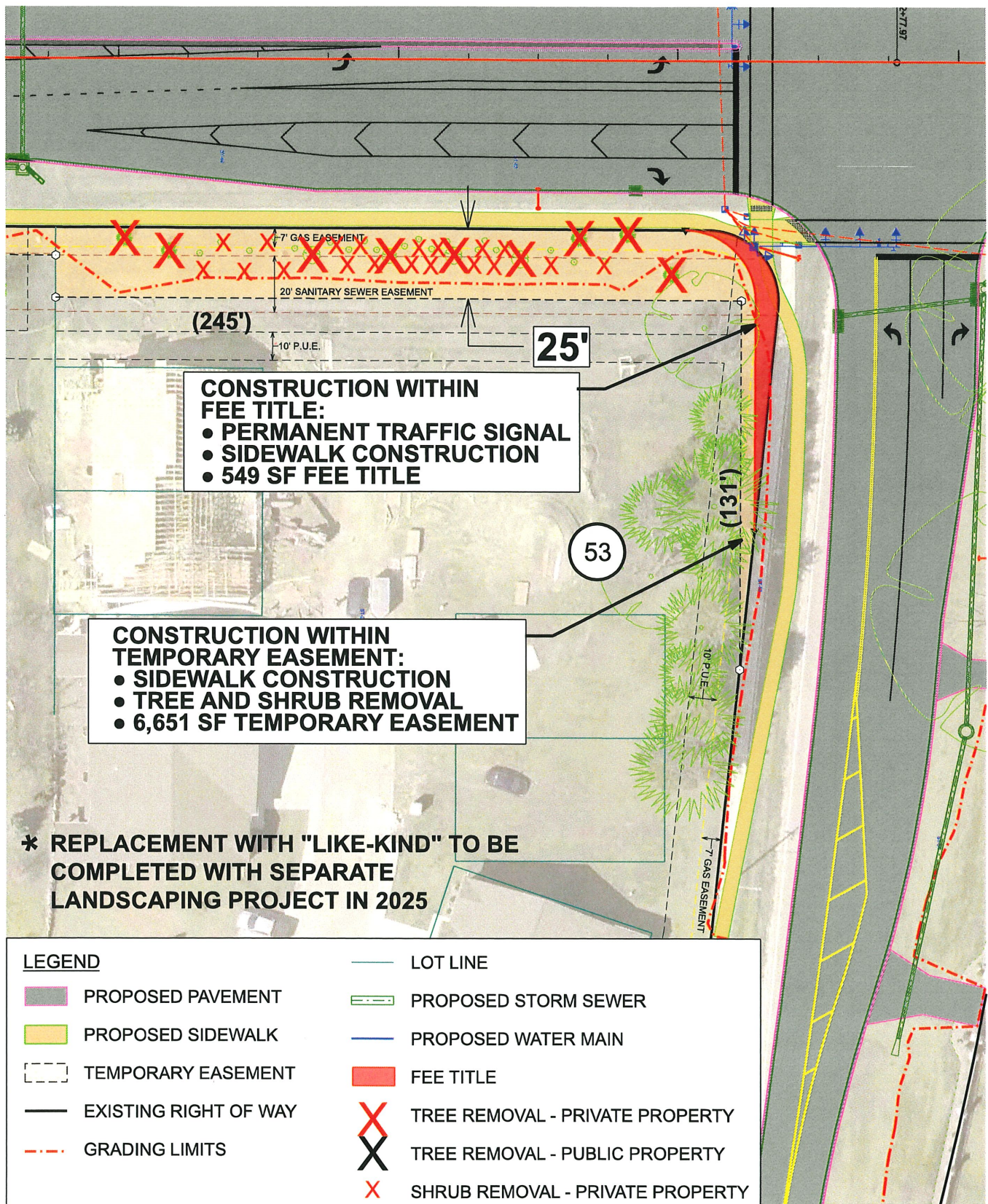
Name: THOMAS R. SENN

Title: Pres. TPHOA

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk



PARCEL 53 - TUSCANY POINTE OWNERS ASSOCIATION, INC.

SCALE:
1"=50'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, Tuscany Pointe Owners Association, Inc., an Iowa corporation, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

A PART OF OUTLOT 'X', WINDSOR VILLAGE PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN ANO FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF STREET LOT "A", WINDSOR VILLAGE PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 0°01'45" EAST ALONG THE WEST LINE OF OUTLOT 'X' OF SAID WINDSOR VILLAGE PLAT 1 AND ALONG THE WEST LINE OF SAID OUTLOT 'X' OF WINDSOR VILLAGE PLAT 5, A DISTANCE OF 515.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°01'45" EAST ALONG SAID WEST LINE OF OUTLOT 'X' OF WINDSOR VILLAGE PLAT 5, A DISTANCE OF 8.11 FEET; THENCE NORTHERLY ALONG SAID WEST LINE OF OUTLOT 'X' OF WINDSOR VILLAGE PLAT 5 AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 42.20 FEET AND WHOSE CHORD BEARS NORTH 48°09'23" EAST, 37.36 FEET TO THE NORTH LINE OF SAID OUTLOT 'X' OF WINDSOR VILLAGE PLAT 5; THENCE SOUTH 84°03'46" EAST ALONG SAID NORTH LINE, 79.95 FEET; THENCE NORTH 89°50'55" WEST, 82.29 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.32 FEET AND WHOSE CHORD

BEARS SOUTH 45°05'25" WEST, 35.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (549 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21 day of July, 2022.

Tuscany Pointe Owners Association, Inc.,
an Iowa corporation

Tuscany Pointe Owners Association, Inc.,
an Iowa corporation

Thomas P. Seann
Signed

Signed

Thomas P. Seann Pres. TPOA
Print Name and Title

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 21 day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Thomas P. Seann

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) Benjamin M. Alison (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

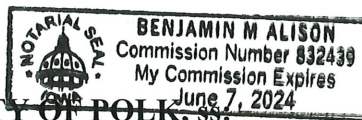
☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
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☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:



I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND SURVEYOR'S NAME / RETURN TO: TERRY COADY SNYDER & ASSOCIATES, INC. 2727 SW SNYDER BOULEVARD ANKENY, IOWA 50023 515-964-2020 TLCOADY@SNYDER-ASSOCIATES.COM SERVICE PROVIDED BY: SNYDER & ASSOCIATES, INC. SURVEY LOCATED: PT OUTLOT 'X' WINDSOR VILLAGE PLAT 5 NW 1/4 SECTION 18-80-23 REQUESTED BY: CITY OF ANKENY, IOWA	
--	--

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

A PART OF OUTLOT 'X', WINDSOR VILLAGE PLAT 5, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF STREET LOT A, WINDSOR VILLAGE PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 0°01'45" EAST ALONG THE WEST LINE OF SAID OUTLOT 'X' OF WINDSOR VILLAGE PLAT 1, A DISTANCE OF 515.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°01'45" EAST ALONG SAID WEST LINE OF OUTLOT 'X' OF WINDSOR VILLAGE PLAT 5, A DISTANCE OF 8.11 FEET; THENCE NORTHERLY ALONG SAID WEST LINE OF OUTLOT 'X' OF WINDSOR VILLAGE PLAT 5 AND ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 42.20 FEET AND WHOSE CHORD BEARS NORTH 48°09'23" EAST, 37.36 FEET TO THE NORTH LINE OF SAID OUTLOT 'X' OF WINDSOR VILLAGE PLAT 5; THENCE SOUTH 84°03'27" EAST ALONG SAID NORTH LINE, 79.87 FEET; THENCE NORTH 89°50'55" WEST, 82.22 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.32 FEET AND WHOSE CHORD BEARS SOUTH 45°05'25" WEST, 35.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (549 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

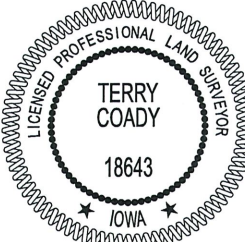
NOTE

IN SITUATIONS WHERE THE ACQUISITION PLAT SHOWS SETTING A 1/2" REBAR, YELLOW PLASTIC CAP #18643 AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT, A CUT "X" WILL BE SET IN CONCRETE OR A "MAG" NAIL WILL BE SET IN ASPHALT.

DATE OF SURVEY AUGUST 11, 2021	OWNER TUSCANY POINTE OWNERS ASSOCIATION, INC	BASIS OF BEARING THE WEST LINE OF OUTLOT 'X', WINDSOR VILLAGE PLAT 5 WAS ASSUMED TO BEAR NORTH 0°01'45" EAST.
--	--	---

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Centerline	-----	
Section Line	_____	
1/4 Section Line	_____	
1/4 1/4 Section Line	_____	
Easement Line	-----	
Yellow Plastic Cap	YPC	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 5-23-2022
Terry Coady, PLS Date

License Number 18643
My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2

NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH	SHEET 1 OF 2
PARCEL 53 - TUSCANY POINTE OWNERS ASSOCIATION, INC	PN: 121.0695.01
 SNYDER & ASSOCIATES, INC. Engineers and Planners	FBK: Bk 1732A, Pg 34
	DATE: 5/23/2022
	PM/TECH: TLC/JDP

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

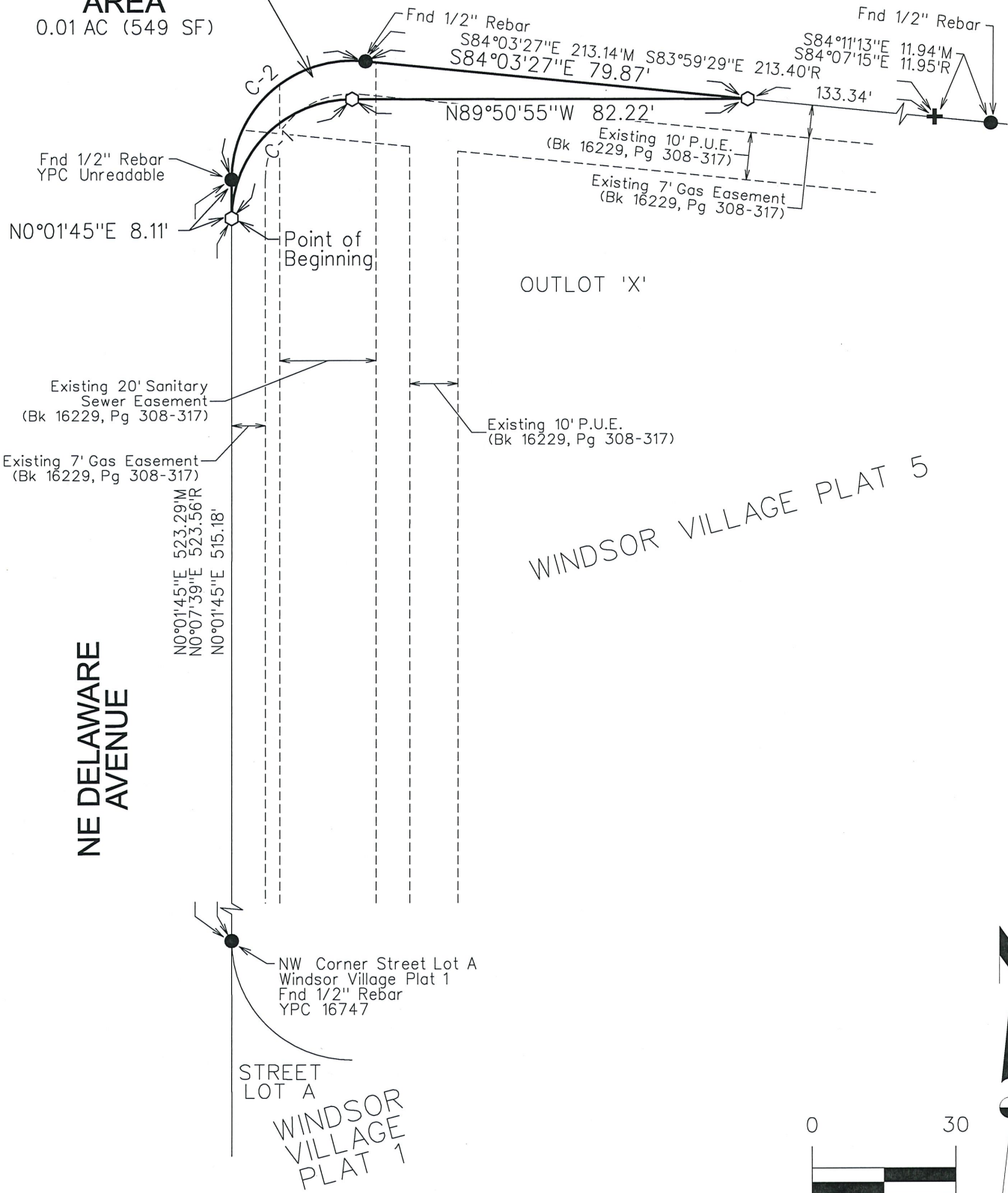
CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C-1	90° 07' 20" LT	25.00'	39.32'	25.05'	S45°05'25"W 35.39'
C-2 (M)	96° 42' 21" RT	25.00'	42.20'	28.11'	N48°09'23"E 37.36'
C-2 (R)	95° 52' 53"	25.00'	41.84'		N48°04'05"E 37.12'

NE 18TH STREET

ACQUISITION AREA

0.01 AC (549 SF)



NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH

PARCEL 53 - TUSCANY POINTE OWNERS ASSOCIATION, INC



SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 121.0695.01

FBK: Bk 1732A, Pg 34

DATE: 5/23/2022

PM/TECH: TLC/JDP

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Tuscany Pointe Owners Association, Inc., an Iowa corporation, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21 day of July, 2022.

Tuscany Pointe Owners Association, Inc.,
an Iowa corporation

Thomas P. Seem
Signed

THOMAS P. SEEM PRES. TPPOA
Print Name and Title

Tuscany Pointe Owners Association, Inc.,
an Iowa corporation

Signed

Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 21 day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Thomas P. Seem

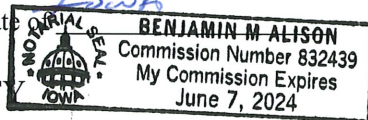
_____ to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Benjamin M. Alison (Sign in Ink)

Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY



STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

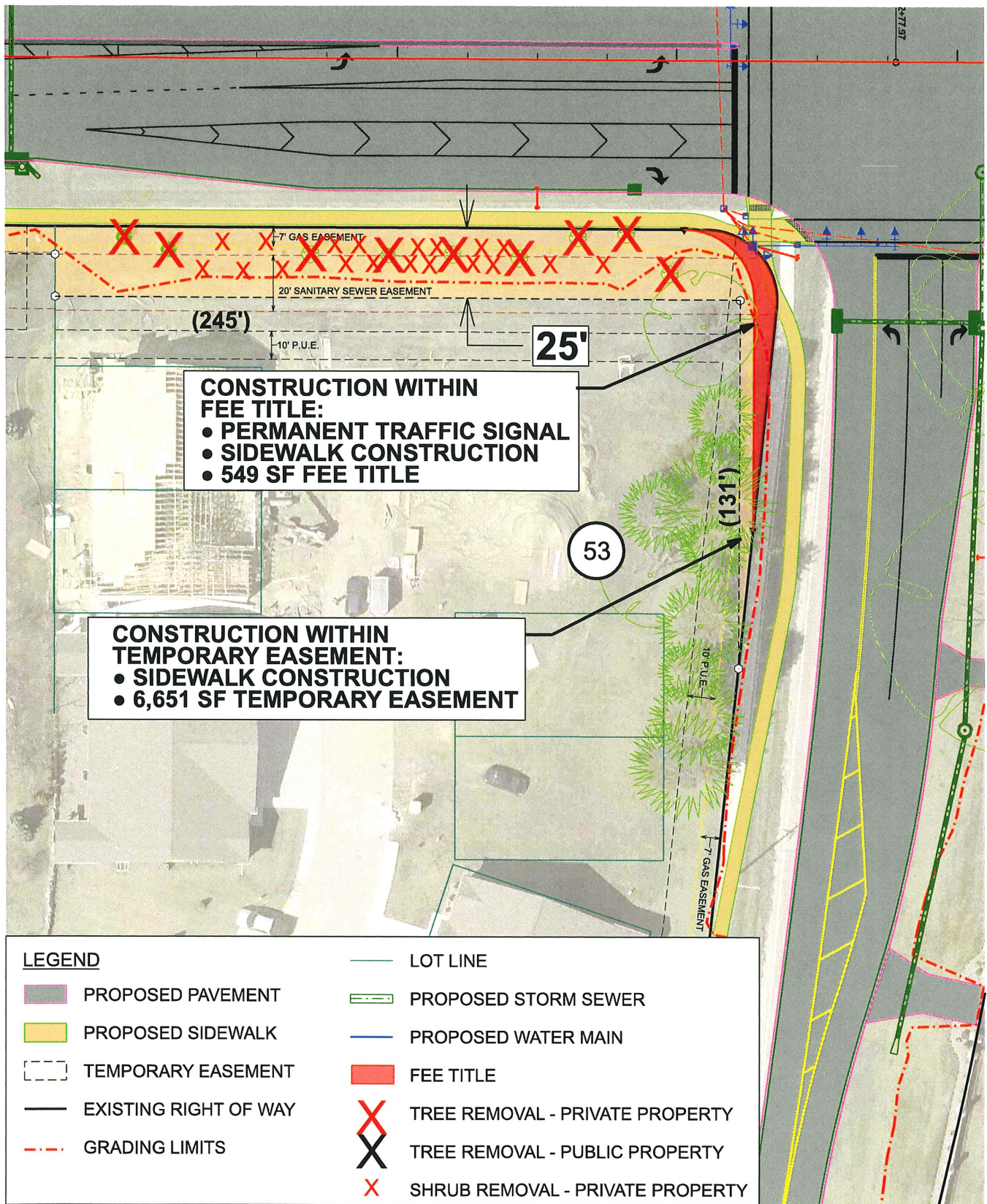
City Clerk of the City of Ankeny, Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____
☐ 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)



PARCEL 53 - TUSCANY POINTE OWNERS ASSOCIATION, INC.

SCALE:
1"=50'

DATE:
5/5/2022



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

PROJECT #:
121.0695



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (East of NE Delaware Avenue and South of Fourmile Creek - DRA Properties, LC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from DRA Properties, LC to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$115.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from DRA Properties, LC to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
ADJACENT TO THE EAST RIGHT-OF-WAY OF NE DELAWARE AVENUE
JUST SOUTH OF FOURMILE CREEK FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by DRA Properties, LC adjacent to the east right-of-way of NE Delaware Avenue just south of Fourmile Creek to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from DRA Properties, LC adjacent to the east right-of-way of NE Delaware Avenue just south of Fourmile Creek.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: DRA Properties, LC
 1525 NE 36th St
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$115.00, calculated as follows:

Temporary Easement: 500 SF x \$1.50 / SF x 10% x 1.5 years =	\$112.50
Total Compensation: (Rounded)	\$115.00

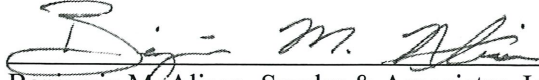
The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By:


Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 13th day of July, 2022.

DRA Properties, LC, an Iowa limited liability company

By:



Name:

Tara Meredith

Title:

Secretary

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of

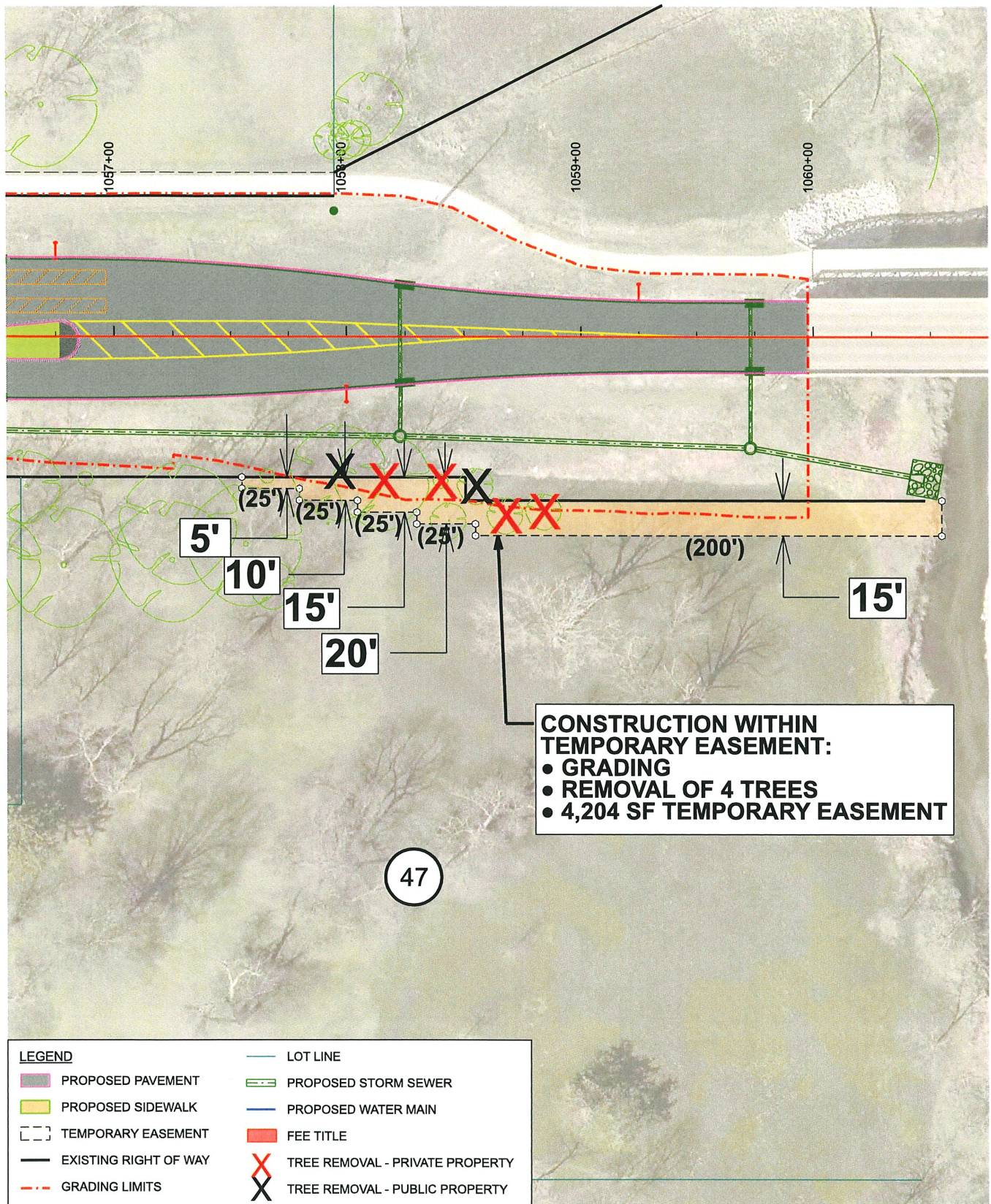
_____, 20____, by Resolution No. _____.

By:

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



PARCEL 47 - DRA PROPERTIES, LC

SCALE:
1"=60'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, DRA Properties, LC, an Iowa limited liability company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 13th day of July, 2022.

DRA Properties, LC an Iowa limited liability company

Tara Meredith

Signed

Tara Meredith, sec.

Print Name and Title

DRA Properties, LC an Iowa limited liability company

Tara Meredith

Signed

Tara Meredith, sec.

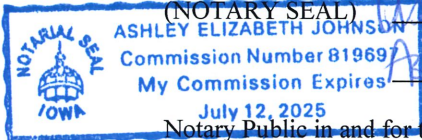
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 13th day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Tara Meredith

X to me personally known
or _____ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



(NOTARY SEAL) Ashley Elizabeth Johnson (Sign in Ink)

Ashley Elizabeth Johnson (Print Name)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

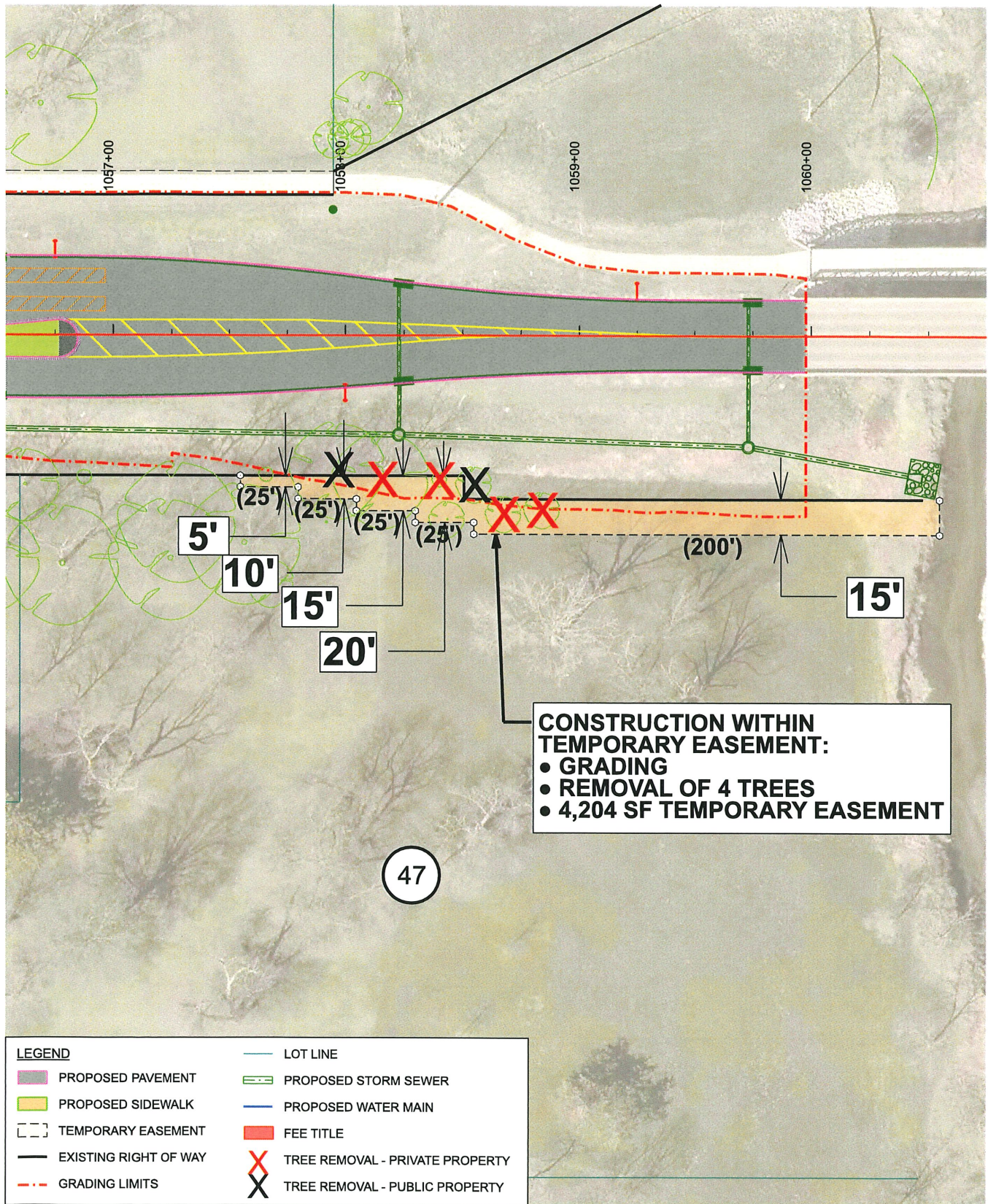
ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa



PARCEL 47 - DRA PROPERTIES, LC

SCALE:
1"=60'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (North of NE 18th Street and 200 feet East of NE Delaware Avenue - DRA Properties, LC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from DRA Properties, LC to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$2,950.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from DRA Properties, LC to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
ADJACENT TO THE NORTH RIGHT-OF-WAY OF NE 18TH STREET
LOCATED 200 FEET EAST OF NE DELAWARE AVENUE FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by DRA Properties, LC adjacent to the north right-of-way of NE 18th Street located 200 feet east of NE Delaware Avenue to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from DRA Properties, LC adjacent to the north right-of-way of NE 18th Street located 200 feet east of NE Delaware Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: DRA Properties, LC
 1525 NE 36th St
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$2,950.00, calculated as follows:

Temporary Easement:	4,204 SF x \$1.50 / SF x 10% x 1.5 years =	\$945.90
Misc/Other:	Tree removal (4 @ \$500 ea.) =	\$2,000.00
Total Compensation:	(Rounded)	\$2,950.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By:

Benjamin M. Alison
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 13th day of July, 2022.

DRA Properties, LC, an Iowa limited liability company

By:

Tara Meredith

Name:

Tara Meredith

Title:

Secretary

Approved by the City Council of the City of Ankeny, Iowa on the 13th day of

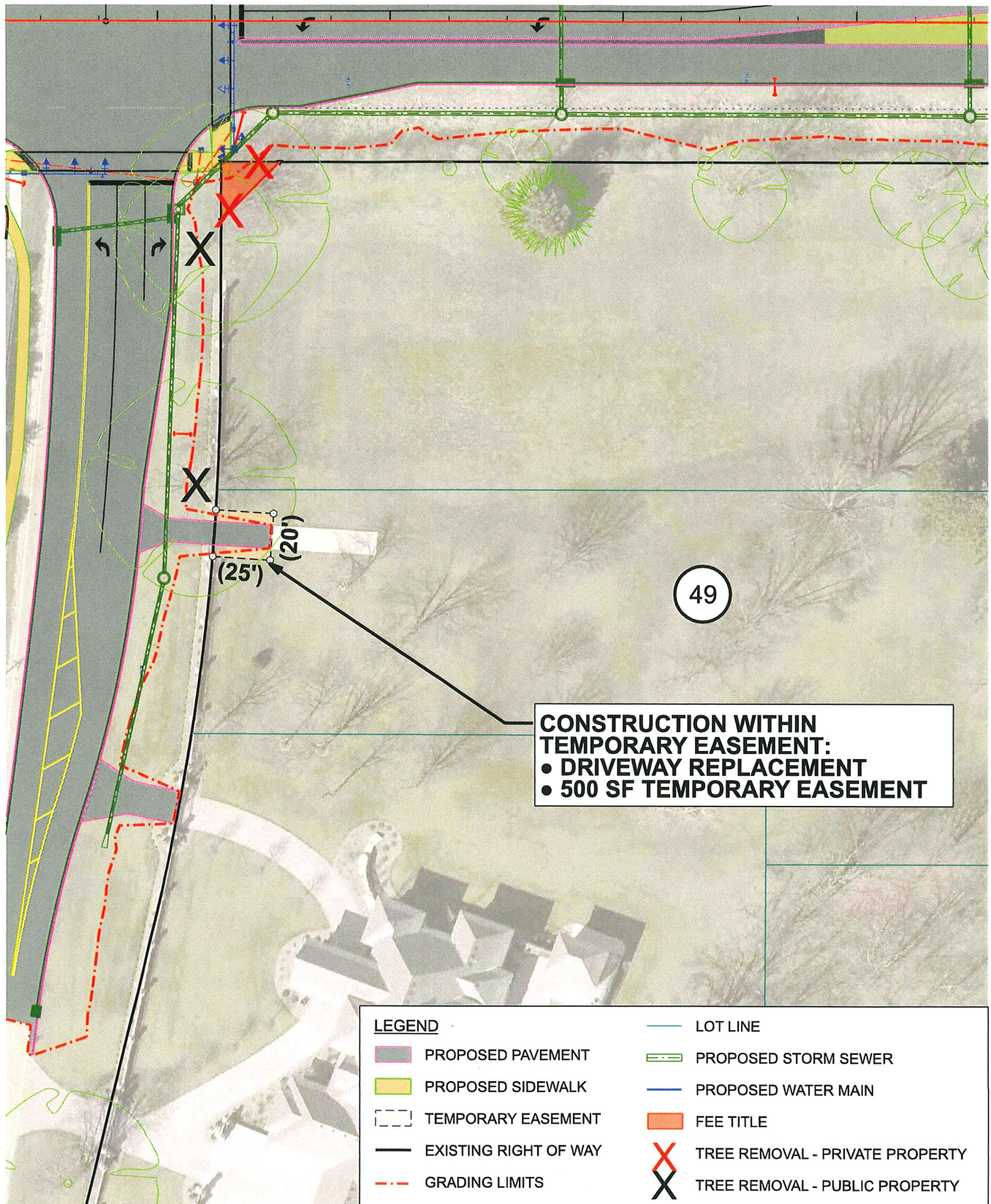
July, 2022, by Resolution No. _____.

By:

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



PARCEL 49 - DRA PROPERTIES, LC

SCALE:
1"=60'

DATE:
5/20/2022



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

PROJECT #:
121.0695

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, DRA Properties, LC, an Iowa limited liability company, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 13th day of July, 2022.

DRA Properties, LC, an Iowa limited liability company

Tara Meredith
Signed

Tara Meredith, Sec.
Print Name and Title

DRA Properties, LC, an Iowa limited liability company

Tara Meredith
Signed

Tara Meredith, Sec.
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 13th day of July, A.D. 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared Tara Meredith

X to me personally known
or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(NOTARY SEAL) Ashley Elizabeth Johnson (Sign in Ink)

Ashley Elizabeth Johnson (Print Name)

Notary Public in and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

 INDIVIDUAL
 CORPORATE
Title(s) of Corporate Officer(s)

 Corporate Seal is affixed
 No Corporate Seal procured
 PARTNER(s):
 Limited Partnership
 General Partnership
 ATTORNEY-IN-FACT
 EXECUTOR(s) or TRUSTEE(s)
 GUARDIAN(s) or CONSERVATOR(s)
 OTHER:

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

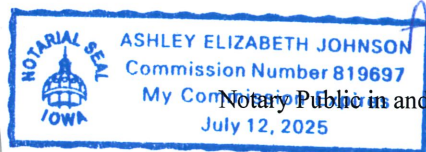
ACCEPTANCE BY CITY

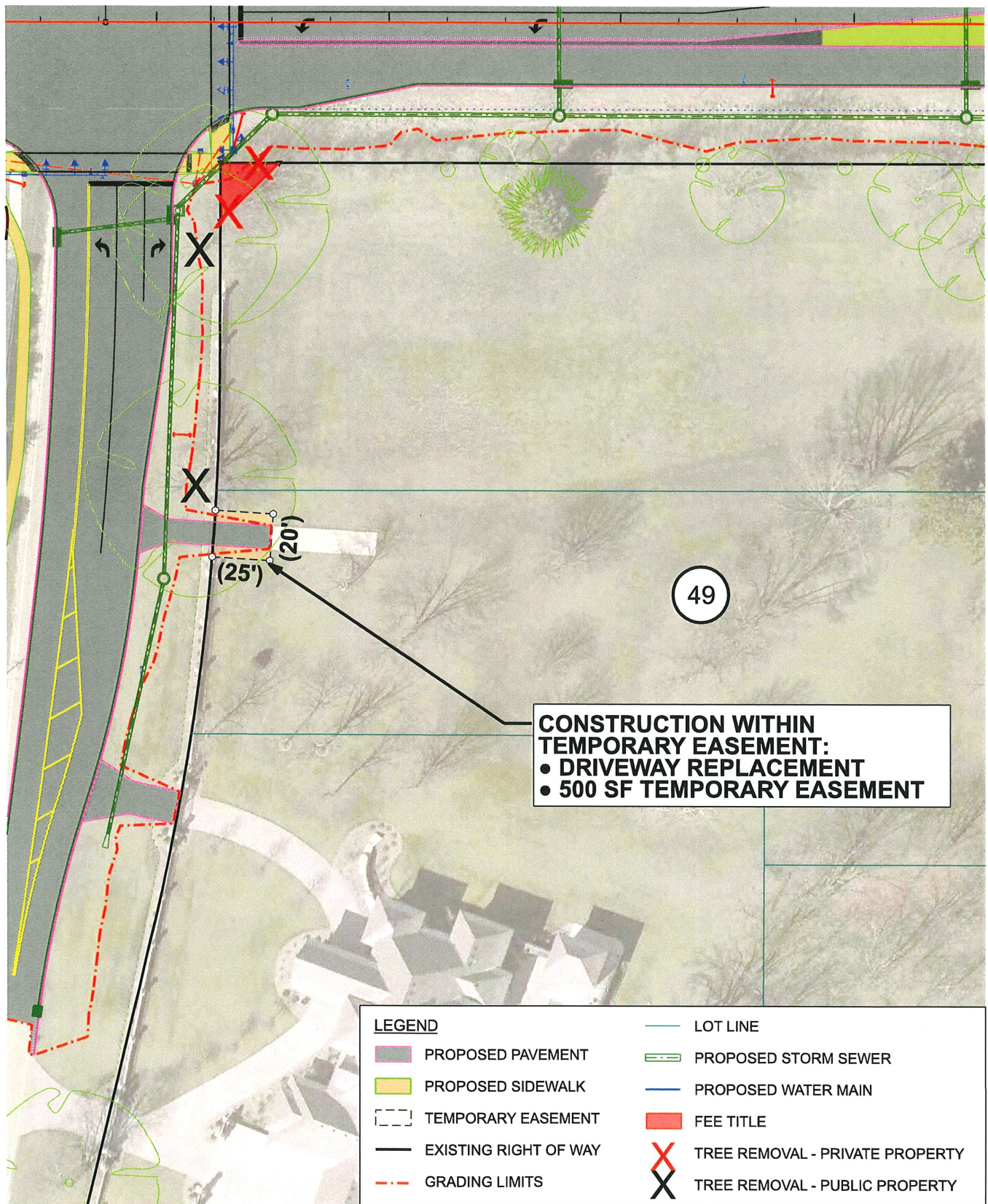
STATE OF IOWA, COUNTY OF POLK, ss:

I, , City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing instrument was duly approved and accepted by the City Council of said City by Resolution No. , passed on the day of , 20 , and this certificate is made pursuant to authority contained in said Resolution.

Signed this day of , 20 .

City Clerk of the City of Ankeny, Iowa





PARCEL 49 - DRA PROPERTIES, LC

SCALE:
1"=60'

DATE:
5/20/2022



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

PROJECT #:
121.0695



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing the execution of an Agreement for Traffic Safety Improvement Program (TSIP) Funding between the Iowa Department of Transportation (Iowa DOT) and the City of Ankeny, Iowa, for the sharing of project costs for the proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

EXECUTIVE SUMMARY:

The City of Ankeny is aware of the need to improve traffic safety and operations along the NE Delaware Avenue corridor between NE 5th Street and 700 feet north of NE 18th Street. City growth and development has necessitated a reconfiguration of the existing two-lane rural roadway into a five-lane urban street with dedicated left turn lanes at major intersections and a continuous two-way left turn lane along the corridor and at minor intersections.

Given the traffic volumes along this corridor, the proposed project was determined to be a good candidate for receiving funding assistance through the Iowa DOT's Traffic Safety Improvement Program (TSIP). In July 2021 the City Council adopted a Resolution authorizing the City of Ankeny to make an application to

the Iowa DOT for the partial funding of the proposed NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project. In December 2021 the City received notification from the Iowa DOT that \$500,000 of FY 2023 TSIP funding was being recommended for award.

The design of the project is being completed in 2022 with construction scheduled for 2023 and 2024. It is recommended that the execution of the Agreement for Traffic Safety Improvement Program (TSIP) Funding by and between the City of Ankeny and the Iowa DOT be authorized at this time. The total estimated cost for the project is approximately \$9,500,000, of which \$500,000 is being funded through the Iowa DOT's TSIP.

FISCAL IMPACT: Yes

This project is included in the current Capital Improvement Program (CIP) for design in 2022 and construction in 2023 and 2024. The current CIP assumes that TSIP funding will be used to partially fund construction of the corridor improvements. The proposed project has previously been awarded \$3,000,000 in Surface Transportation Block Grant (STBG) funding from the Des Moines Area Metropolitan Planning Organization (DMAMPO).

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council take the following action:

1. Adopt Resolution authorizing the execution of an Agreement for Traffic Safety Improvement Program (TSIP) Funding by and between the City of Ankeny and the Iowa Department of Transportation (Iowa DOT) to facilitate the partial funding of the construction of corridor improvements along NE Delaware Avenue from NE 5th Street to 700 feet North of NE 18th Street.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

July 19, 2021: City Council adopted a Resolution authorizing the City of Ankeny to make an application to the Iowa Department of Transportation's (Iowa DOT) Traffic Safety Improvement Program (TSIP) for the partial funding of a project for corridor improvements along NE Delaware Avenue from NE 5th Street to 700 feet North of NE 18th Street.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 TSIP Funding Agreement

RESOLUTION 2022-XXX

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDING BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION (IOWA DOT) AND THE CITY OF ANKENY, IOWA FOR THE SHARING OF PROJECT COSTS FOR THE PROPOSED NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET PROJECT

WHEREAS, City of Ankeny staff applied to the Iowa Department of Transportation (Iowa DOT) for Traffic Safety Improvement Program (TSIP) funding to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project, and the Iowa DOT subsequently approved the City's application in the amount of \$500,000; and

WHEREAS, the City deems it to be in the best interest of the residents of the City to enter into an agreement with the Iowa DOT for the sharing of project costs for said NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project.

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 empowered to execute the said agreement with the Iowa DOT for Traffic Safety Improvement Program (TSIP) funding.

DATED at the City of Ankeny, Iowa, this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR TRAFFIC SAFETY IMPROVEMENT PROGRAM FUNDING
(Site-Specific Improvement)**

County	Polk
Recipient	Ankeny
Project No.	CS-TSF-0187(651)--85-77
Iowa DOT	
Agreement No.	2023-TS-013

This agreement is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Ankeny, Iowa, hereinafter designated the "Recipient". The Recipient submitted an application to the DOT for funding through the Traffic Safety Improvement Program (TSIP) under Iowa Code Section 312.2(11), and the application was approved by Transportation Commission Order No. SO-2022-45 on December 14, 2021.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules, the DOT agrees to provide funding to the Recipient to aid in the development of a certain traffic safety improvement project.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. Project Information

- a. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be the Local Systems Project Development Engineer and Central Region Local Systems Field Engineer. The Recipient's contact person shall be Adam Lust, P.E., Public Works Engineering Manager.
- c. The Recipient shall be responsible for the development and completion of the following described project located in city of Ankeny:

Construction of new signals and a 2-5-lane conversion on northeast Delaware Avenue, extending approximately 300 feet south of northeast 5th St and 700 feet north of northeast 18th Street. See Exhibit A-1 for the location of the project and Exhibit A-2 for the estimated project cost.

- d. Project-specific funding stipulations in order for the project to be considered eligible to receive TSIP funds include:

None.

2. Project Costs

- a. Eligible project costs for the project described in Section 1 of this agreement which are incurred after the effective date of commission approval shall be paid from TSIP funds and other funds as listed below, subject to the execution of a signed agreement:

TSIP funds: \$ 500,000

- b. The portion of the total project costs paid by TSIP shall not exceed the amount stated above or the actual cost of the TSIP eligible items, whichever is the lesser amount.
- c. If a letting is required, the project shall be let to contract before July 1, 2024, but no earlier than July 1, 2022. If a letting is not required, project activities shall be initiated prior to July 1, 2024. If any of these conditions are not met, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
- d. Project activities or costs considered eligible for TSIP funds are those required by, or integral to, the safety aspects of the project. Eligible activities include the following: (a) road modernization, upgrading or reconstruction; (b) intersection improvements; (c) right-of-way purchases; (d) drainage and erosion control measures; (e) traffic control devices; (f) traffic barriers and other roadside safety devices; and (g) removal of trees and other fixed objects.
- e. Project activities or costs considered ineligible for TSIP funds include, but are not limited to, the following: (a) any and all costs incurred prior to commission approval of funding; (b) routine maintenance of a road, street, bridge, culvert or traffic control device; (c) contract administration costs; (d) design and construction engineering and inspection, including construction survey; (e) utility construction, reconstruction, or adjustment, except as an integral part of a project; (f) sidewalks, shared-use paths or railroad-highway crossings, except as an integral part of a project; (g) maintenance or energy costs for traffic control devices or lighting; (h) aesthetic items such as brick pavers or decorative lighting/signal poles; and (i) expenditures for items not related to the roadway. For the purposes of this agreement, pavement patching is considered maintenance.
- f. If Federal highway funds, Farm-to-Market funds, or other Federal funds are used in combination with TSIP Funds, the Recipient shall also follow all administrative and contracting procedures which would normally be used when such funds are used on a non-TSIP project. The Recipient shall comply with all requirements for the use of said funds.

3. Right of Way and Permits

- a. In the event that right-of-way is required for the project, said right-of-way shall be acquired in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. If the project impacts the Primary Road System, the Recipient shall submit preliminary right-of-way plans to the DOT's Right of Way Bureau for review and approval prior to the commencement of any acquisition. Additionally, if said right-of-way is for an improvement to the Primary Road System, it shall be acquired in the name of the State of Iowa.
- b. The Recipient shall be responsible for obtaining any permits, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, and/or other construction permits required for the project prior to the start of construction. Neither the approval of the TSIP application for funding nor the signing of this agreement shall be construed as approval of any required permit from the DOT.
- c. The Recipient shall be responsible for obtaining any environmental permits and approvals, when necessary, to comply with all environmental regulations.

4. Project Design

- a. The Recipient shall develop all project improvements using good engineering judgment. The Recipient shall use the DOT "Design Manual" on projects involving the Primary Road System and/or routes located on the National Highway System. Projects not on the Primary Road system shall use "A Policy on Geometric Design of Highways and Streets", (latest edition), by the American Association of State Highway and Transportation Officials. In all cases the "The Manual on Uniform

Traffic Control Devices for Streets and Highways" (MUTCD), as adopted pursuant to 761 Iowa Administrative Code, Chapter 130 shall apply.

- b. For projects which include the installation or modification of traffic signal systems, the following shall apply:
 - i. There will be a minimum of one mast-arm mounted signal head with back plate for each incoming through or left-turn lane. In addition, there will be one signal head, side of pole mounted, on the far right side pole. All vehicle signal lenses shall be 12-inch. The positioning of signal faces and the signal indications for left-turn movements shall be in accordance with current adopted MUTCD.
 - ii. Combination signal/lighting pole shall be used to minimize the number of fixed objects.
 - iii. Interconnection and coordinated traffic signal timing plans shall be developed for the traffic signals if there are two or more other signal installations within ½ mile of the subject access to provide for progressive traffic flow. Said plans shall be reviewed and approved by the DOT Traffic & Safety Bureau.
 - iv. Pedestrian activated signals shall be provided for all pedestrian movements and timed in accordance with the MUTCD.
 - v. The concrete pad for the controller shall extend no more than 4 inches above the ground line.
 - vi. Where the distance from the stop bar to the signal indication is in excess of 180 feet, there shall also be a near side signal head.
 - vii. Dilemma zone protection shall be provided if the 85th percentile speed is at/over 35 mph.

5. Bid Letting

- a. If the project must be let for bids, then project plans, specifications and engineer's cost estimate for site specific improvements and/or traffic control devices shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other contract documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient.
 - i. If the Recipient lets the project, the plans, specifications and other contract documents for each division must be submitted at least ten weeks (traffic control devices) or fourteen weeks (site specific project) prior to the project letting of each division.
 - ii. If the project will be let through the Iowa DOT, project development submittals shall follow Local Systems I.M. 3.010. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- b. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- c. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors

make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B which is attached hereto and by this reference incorporated into this agreement.

- d. If the Recipient lets the project, then for portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The Recipient shall provide the DOT file copies of project letting documents within five (5) days after letting.
- e. The Recipient shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
- b. The Recipient shall be responsible for the daily inspection of the project, and the compilation of a daily log of materials, equipment and labor on the project.
- c. The Recipient shall maintain records, documents, and other evidence in support of work performed under the terms of this contract. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT or its designee at all reasonable times during the period of the contract and for three (3) years after the date of final payment. Reimbursement shall be based on eligible actual and indirect costs associated with performance of contract service work. The Recipient shall provide copies of said records and documents to the DOT upon request.
- d. The Recipient shall notify the DOT's contact person of the date that construction begins and the date that the project is substantially complete (i.e., when the road is re-opened to traffic).
- e. The Recipient shall require its contractors to permit the DOT authorized representative to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources.
- f. Upon project completion and prior to final reimbursement for the project, the Recipient shall furnish three sets of "as-built" plans for any portion of the project which is on or intersects any primary road or primary road extension to the DOT's contact person for future maintenance and road design purposes.
- g. If this project requires the installation of or modification to a traffic control signal system, the Recipient shall be responsible for all future ownership, maintenance, operation and energy costs of said installation or modification.
- h. The Recipient hereby certifies that, for a period of five (5) years following completion of the project and receipt of final payment from the DOT, there shall be no modifications in the geometric features, the construction features, or the access management features (including driveway design and location) of the project, nor shall there be any fixed objects or obstructions placed in any clear zone established in conjunction with this project without the prior written approval of the Traffic and Safety Bureau. Failure to comply shall be considered a default under the terms of this agreement.

7. Payments and Reimbursements

- a. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Eligible and ineligible costs are outlined in Iowa Administrative Code (IAC) 761 Chapter

164, Traffic Safety Improvement Program (see IAC 761-164.6(312) and IAC 761-164.7(312)).

Reimbursement claims shall include certification by a professional engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been completed in substantial compliance with the terms of this agreement. Reimbursement claims shall not be submitted until after July 1, 2022.

- b. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the construction costs or 5% of the TSIP funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld, if any.
- c. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the terms of this agreement. Final reimbursement of TSIP Funds shall be made only after the DOT accepts the project as complete.
- d. The Recipient shall request reimbursement and final payment from the DOT within one year of field completion of the work. If this condition is not met, the Recipient may be in default, for which the Department may revoke funding commitments.
- e. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to Recipient by certified mail return receipt requested, to declare this agreement in default. The Recipient shall have thirty (30) days from date of mailing of notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period to cure default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or notice of continued default.
- f. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of TSIP Funds granted by this agreement through charges against the Recipient's road use tax funds.

8. General Provisions

- a. This agreement shall be considered to be in default if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations.
- b. To the extent allowed by law, the Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, or inspection of this project. To the extent allowed by law, this agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- c. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- d. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), and the associated Federal regulations that implement these laws.
- e. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.

March 2022

- f. This agreement is not assignable without the prior written consent of the DOT.
- g. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
- h. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- i. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
- j. This agreement, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2023-TS-013 as of the date shown opposite its signature below.

City of Ankeny, Iowa:

By: _____ Date _____, 20____.

Title: _____

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the City was duly
authorized to execute the same by virtue of a formal Resolution duly passed and adopted by the City, on
the _____ day of _____, 20____.

Signed _____ Date _____, 20____.
City Clerk of Ankeny, Iowa

Iowa Department of Transportation:

By: _____ Date _____, 20____.

Steve J. Gent
Director,
Traffic and Safety Bureau



ITEMIZED COSTS
NE DELAWARE AVENUE RECONSTRUCTION –
FROM NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET
ANKENY, IA

Item Number	Item Description	Estimated Quantity	Unit	Safety Portion	Unit Price	Estimated Safety Cost	Non-Safety Cost	Total Amount
1	Clearing & Grubbing	1	LS		\$ 20,000	\$ -	\$ 20,000	\$ 20,000
2	Topsoil	5,000	CY		\$ 10	\$ -	\$ 50,000	\$ 50,000
3	Excavation	25,000	CY	20%	\$ 15	\$ 75,000	\$ 300,000	\$ 375,000
4	Modified Subgrade/Subbase	38,510	SY	20%	\$ 18	\$ 138,636	\$ 554,544	\$ 693,180
5	Single Culvert Removal	1	LS		\$ 20,000	\$ -	\$ 20,000	\$ 20,000
6	Triple Box Culvert and Safety Rail	1	LS		\$ 950,000	\$ -	\$ 950,000	\$ 950,000
7	Underground Utility Removals	1	LS		\$ 250,000	\$ -	\$ 250,000	\$ 250,000
8	Storm Sewer And Aprons	6,310	LF		\$ 96	\$ -	\$ 605,760	\$ 605,760
9	Subdrain	9,800	LF		\$ 25	\$ -	\$ 245,000	\$ 245,000
10	Water Main	1	LS		\$ 60,000	\$ -	\$ 60,000	\$ 60,000
11	Intake and Manhole Structures	1	LS		\$ 500,000	\$ -	\$ 500,000	\$ 500,000
12	PCC Pavement and Medians	37,250	SY	20%	\$ 75	\$ 558,750	\$ 2,235,000	\$ 2,793,750
13	Bridge Approach Pavement	175	SY		\$ 200	\$ -	\$ 35,000	\$ 35,000
14	Pavement Removal	20,640	SY	20%	\$ 9	\$ 35,088	\$ 140,352	\$ 175,440
15	Sidewalk, Driveway, Wall Pavement	7,000	SY		\$ 70	\$ -	\$ 490,000	\$ 490,000
16	Sidewalk & Driveway Removal	4,000	SY		\$ 9	\$ -	\$ 34,000	\$ 34,000
17	Traffic Signals	2	LS	1%	\$ 300,000	\$ 6,000	\$ 594,000	\$ 600,000
18	Traffic Signal Interconnect	1	LS		\$ 125,000	\$ -	\$ 125,000	\$ 125,000
19	Temporary Traffic Control	1	LS	10%	\$ 75,000	\$ 7,500	\$ 67,500	\$ 75,000
20	Erosion Control and Restoration	1	LS		\$ 220,500	\$ -	\$ 220,500	\$ 220,500
21	Pavement Marking/Signing	1	LS		\$ 140,000	\$ -	\$ 140,000	\$ 140,000
22	Mobilization	1	LS	10%	\$ 500,000	\$ 50,000	\$ 450,000	\$ 500,000
23	Bridge Approach Pavement	1	LS	20%	\$ 38,000	\$ 7,600	\$ 30,400	\$ 38,000

Subtotal \$ 878,574 \$ 8,117,056 \$ 8,995,630

Misc. & Contingency (10% +/-) \$ 87,857 \$ 811,706 \$ 899,560

Construction Total \$ 966,431 \$ 8,928,762 \$ 9,895,190

Survey, Design, and Construction Engineering \$ - \$ 1,450,000 \$ 1,450,000

Street Lighting \$ - \$ 300,000 \$ 300,000

Landscaping \$ - \$ 120,000 \$ 120,000

Right-of-Way Acquisition and Services \$ - \$ 300,000 \$ 300,000

Total Project Cost \$ 966,431 \$ 11,098,762 \$ 12,065,190

TSIP Safety Cost Without Contingency \$ 878,574

Notes:

1. Items related to Median/TWLTL and traffic signal interconnect at 20% safety cost (1 of 5 lanes).
2. Traffic Control and Mobilization items based on safety cost / total construction cost = 10%.
3. Traffic Signal not a "Safety Cost" except Flashing Yellow Arrow at NE 18th Street intersection. Four (4) 4-section heads safety cost of 1%.

PROPOSED FUNDING SOURCES

Source	Amount
Traffic Safety Improvement Program (TSIP) Funding	\$ 500,000
DMAMPO STBG Funding (2023 and 2024)	\$ 3,000,000
Local Funds	\$ 8,565,190
Total	\$ 12,065,190

EXHIBIT B
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

https://www.iowadot.gov/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting and approving documents for the acquisition of temporary construction easement for the North Ankeny Blvd. Water Main project in Ankeny, Iowa. (3625 N. Ankeny Blvd. - Central Iowa Hospital Corporation)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Central Iowa Hospital Corporation at 3625 N. Ankeny Blvd. to facilitate the construction of the North Ankeny Blvd. Water Main project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$0.00.

CITY MANAGER'S RECOMMENDATIONS:

Approve the **RESOLUTION** accepting temporary construction easement from Central Iowa Hospital Corporation at 3625 N. Ankeny Blvd. to facilitate the construction of the North Ankeny Blvd. Water Main project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

City Council approved the acquisition of the permanent water main easement from Central Iowa Hospital Corporation at 3625 N. Ankeny Blvd. on June 20, 2022.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Temporary Construction Easement

RESOLUTION

A RESOLUTION ACCEPTING AND APPROVING DOCUMENTS FOR THE ACQUISITION OF TEMPORARY CONSTRUCTION EASEMENT FOR THE NORTH ANKENY BLVD. WATER MAIN PROJECT IN ANKENY, IOWA

WHEREAS, the City of Ankeny has requested that Temporary Construction Easement be granted by Central Iowa Hospital Corporation to facilitate the construction of the North Ankeny Blvd. Water Main project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Municipal Utilities staff to acquire said Temporary Construction Easement necessary for the construction of the North Ankeny Blvd. Water Main 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 Central Iowa Hospital Corporation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Temporary Construction Easement for the completion of the North Ankeny Blvd. Water Main 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 1st day of August, 2022.

Bobbi Bentz, Mayor Pro-Tem

ATTEST:

Michelle Yuska, City Clerk

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

That Central Iowa Hospital Corporation, an Iowa corporation (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 does 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:

A fifty feet wide temporary easement for construction purposes, over, under and across the West 50 feet of Outlot Y in Ankeny Medical Park Plat 1, now included in the City of Ankeny, Iowa, containing 23,005 square feet, (0.53 acres) more or less.

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:

N Ankeny Blvd. Water Main 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 access, construct and install 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, at its cost and expense, restore said described land to a satisfactory condition after construction and/or installation in satisfactory condition pursuant to the plan for the public improvement. The condition of such restoration shall not be less in terms of function or aesthetic than such condition prior to construction and/or installation.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the earlier of the date of final acceptance of the project by the City Council of the Grantee or September 15, 2022; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of performing 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 18th day of July, 2022.

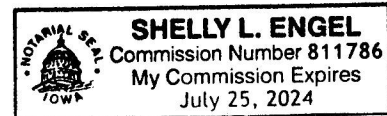
Central Iowa Hospital Corporation
an Iowa corporation

Name: David Stark
Title: CEO

STATE OF IOWA, COUNTY OF Polk, ss:

On this 18th day of July, 2022, before me, the undersigned, a Notary Public in and for said County and State personally appeared David Stark, to me personally known, who being by me duly sworn, did say that he is the CEO of Central Iowa Hospital Corporation, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of Central Iowa Hospital Corporation, by it and by him voluntarily executed.

Shelly L. Engel
Notary Public in and for the State of Iowa



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 Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the _____ day of _____, 2022, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2022.

City Clerk of the City of Ankeny, Iowa



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of street right-of-way for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (North of NE 18th Street and 200 feet East of NE Delaware Avenue - DRA Properties, LC)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting street right-of-way from DRA Properties, LC to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the street right-of-way is \$1,470.00. The cost for the street right-of-way is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting street right-of-way from DRA Properties, LC to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Warranty Deed - Street Right-of-Way

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY
ADJACENT TO THE NORTHEAST CORNER OF NE DELAWARE AVENUE
AND NE 18TH STREET INTERSECTION FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way be granted by DRA Properties, LC adjacent to the northeast corner of the NE Delaware Avenue and NE 18th Street intersection to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way from DRA Properties, LC adjacent to the northeast corner of the NE Delaware Avenue and NE 18th Street intersection.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Right-of-Way Plat for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: DRA Properties, LC
 1525 NE 36th St
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$1,470.00, calculated as follows:

Fee Title:	312 SF x \$1.50 / SF x 100% =	\$468.00
Other:	Tree removal (2) =	\$1,000.00
Total Compensation:	(Rounded)	\$1,470.00

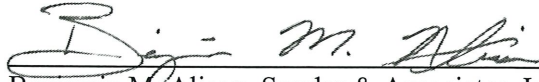
The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

Dated at Ankeny, Iowa, this 3rd day of May, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By:


Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 13th day of July, 20 22.

DRA Properties, LC, an Iowa limited liability company

By:



Name:

Tara Meredith

Title:

Secretary

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

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT PARCEL 2016-156
PT SW FRL 1/4
SECTION 7-80N-23W
REQUESTED BY:
CITY OF ANKENY, IOWA

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

A PART OF PARCEL 2016-156 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M. AS RECORDED IN BOOK 16125, PAGE 507-508 IN THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 0°12'10" WEST ALONG THE WEST LINE OF SAID SOUTHWEST FRACTIONAL 1/4, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89°50'55" EAST, 60.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2016-156 AND TO THE POINT OF BEGINNING; THENCE NORTH 0°12'10" WEST ALONG WEST LINE OF SAID PARCEL 2016-156, A DISTANCE OF 25.00 FEET; THENCE SOUTH 45°01'33" EAST, 35.46 FEET TO THE SOUTH LINE OF SAID PARCEL 2016-156; THENCE NORTH 89°50'55" WEST ALONG SAID SOUTH LINE, 25.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.01 ACRES (312 S.F.).

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTE

IN SITUATIONS WHERE THE ACQUISITION PLAT SHOWS SETTING A 1/2" REBAR, YELLOW PLASTIC CAP #18643 AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT, A CUT "X" WILL BE SET IN CONCRETE OR A "MAG" NAIL WILL BE SET IN ASPHALT.

DATE OF SURVEY

AUGUST 11, 2021

OWNER

DRA PROPERTIES, LC

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST FRL 1/4 OF SECTION 7-80-23 WAS ASSUMED TO BEAR NORTH 0°12'10" WEST.

LEGEND

Survey

Section Corner
1/2" Rebar, Yellow Plastic Cap#18643
(Unless Otherwise Noted)

Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Calculated Corner
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line
Yellow Plastic Cap

Found

▲
●

P
M
R
D
C
+

YPC

Set

△
○



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 5-20-2022
Terry Coady, PLS Date

License Number 18643

My License Renewal Date is December 31, 2023

Pages or sheets covered by this seal:
Sheets 1 and 2

NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH

PARCEL 48 - DRA PROPERTIES, LC



SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

PN: 121.0695.01

FBK: Bk 1732A, Pg 34

DATE: 5/20/2022

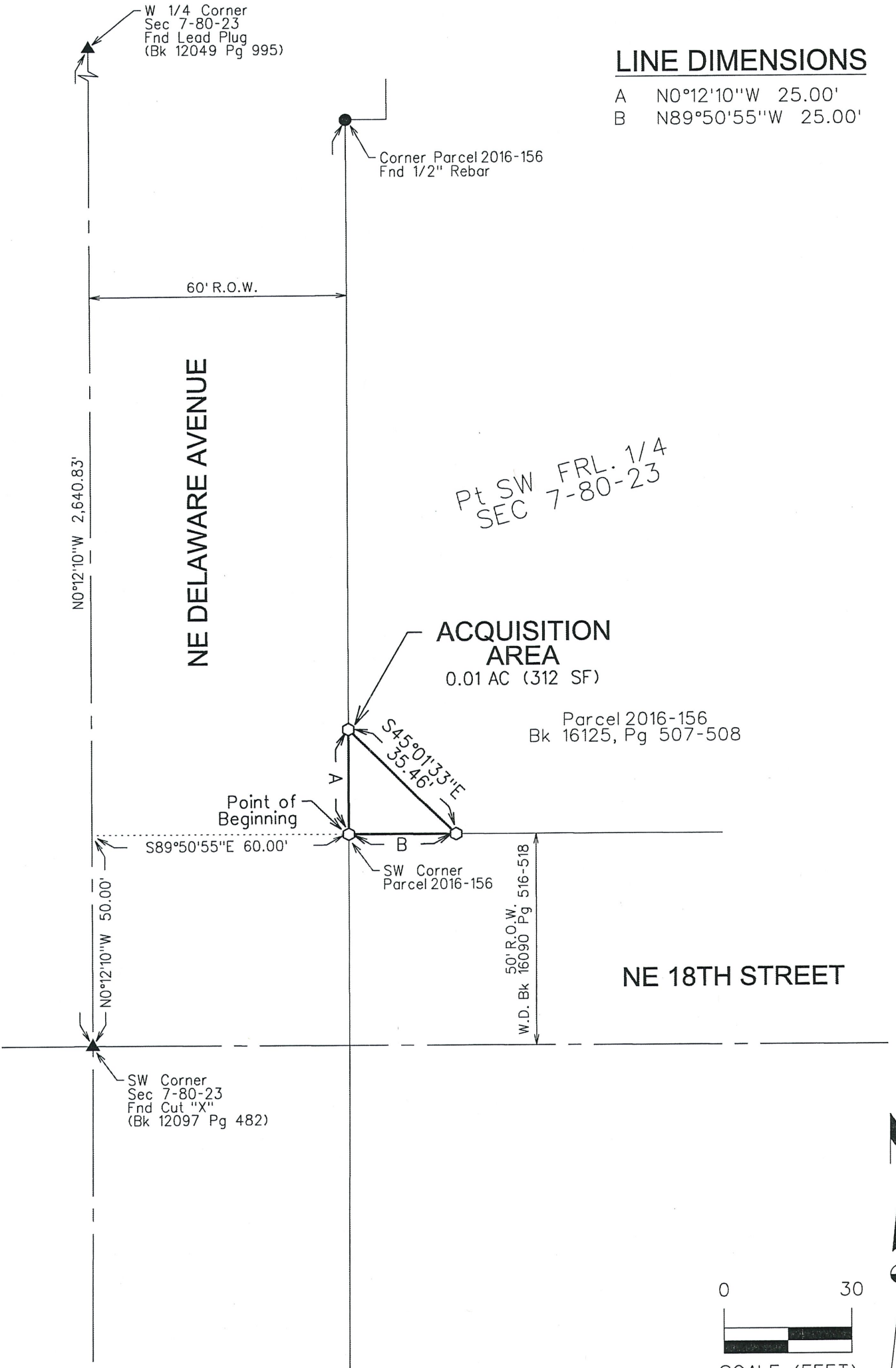
PM/TECH: TLC/JDP

ACQUISITION PLAT

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.

LINE DIMENSIONS

- A N0°12'10"W 25.00'
B N89°50'55"W 25.00'



NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH
PARCEL 48 - DRA PROPERTIES, LC



SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 121.0695.01

FBK: Bk 1732A, Pg 34

DATE: 5/20/2022

PM/TECH: TLC/JDP

WHEN RECORDED RETURN TO:

City of Ankeny
Attn: City Clerk
410 West First Street
Ankeny, IA 50023

Preparer Information: Amy S. Beattie, Brick Gentry P.C., 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 (515) 274-1450

Taxpayer Information: City of Ankeny, 410 West First Street, Ankeny, IA 50023 (515) 965-6400

WARRANTY DEED

KNOW ALL BY THESE PRESENTS:

The undersigned, DRA Properties LC, an Iowa limited liability company, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, do hereby sell, grant, and convey unto the City of Ankeny, Iowa, a municipal corporation, of the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), the following described real estate in Polk County, Iowa:

A PART OF PARCEL 2016-156 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M. AS RECORDED IN BOOK 16125, PAGE 507-508 IN THE POLK COUNTY RECORDER'S OFFICE, NOW INCLUDED IN ANO FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever. The undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

This acquisition is for public purposes through the exercise of the power of eminent domain and a Declaration of Value is not required. Iowa Code Sec. 428A.1(2).

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 13th day of July, 2022.

DRA Properties, LC, an Iowa
limited liability company

Tara meredith
Signed
Tara Meredith, Sec.
Print Name and Title

DRA Properties, LC, an Iowa
limited liability company

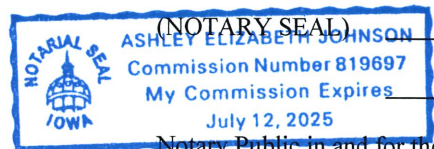
Tara meredith
Signed
Tara Meredith, Sec.
Print Name and Title

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 13th day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Tara Meredith

X to me personally known
or _____ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.



Ashley Elizabeth Johnson (Sign in Ink)
Ashley Elizabeth Johnson (Print Name)
Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____
☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

INDEX LEGEND

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TERRY COADY
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
TLCOADY@SNYDER-ASSOCIATES.COM
SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.
SURVEY LOCATED:
PT PARCEL 2016-156
PT SW FRL. 1/4
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DATE OF SURVEY

AUGUST 11, 2021

OWNER

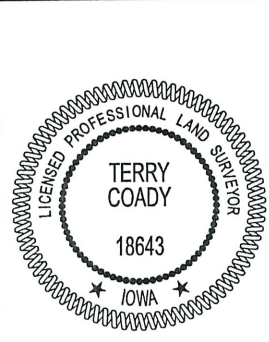
DRA PROPERTIES, LC

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST FRL. 1/4 OF SECTION 7-80-23 WAS ASSUMED TO BEAR NORTH 0°12'10" WEST.

LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar, Yellow Plastic Cap#18643 (Unless Otherwise Noted)	●	○
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Calculated Corner	+	
Centerline	-----	
Section Line	-----	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	
Yellow Plastic Cap	YPC	



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Terry Coady 5-20-2022
Terry Coady, PLS Date
License Number 18643
My License Renewal Date is December 31, 2023
Pages or sheets covered by this seal:
Sheets 1 and 2

NE DELAWARE AVENUE RECONSTRUCTION - 5TH TO 18TH

PARCEL 48 - DRA PROPERTIES, LC



SNYDER & ASSOCIATES, INC.
Engineers and Planners

2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

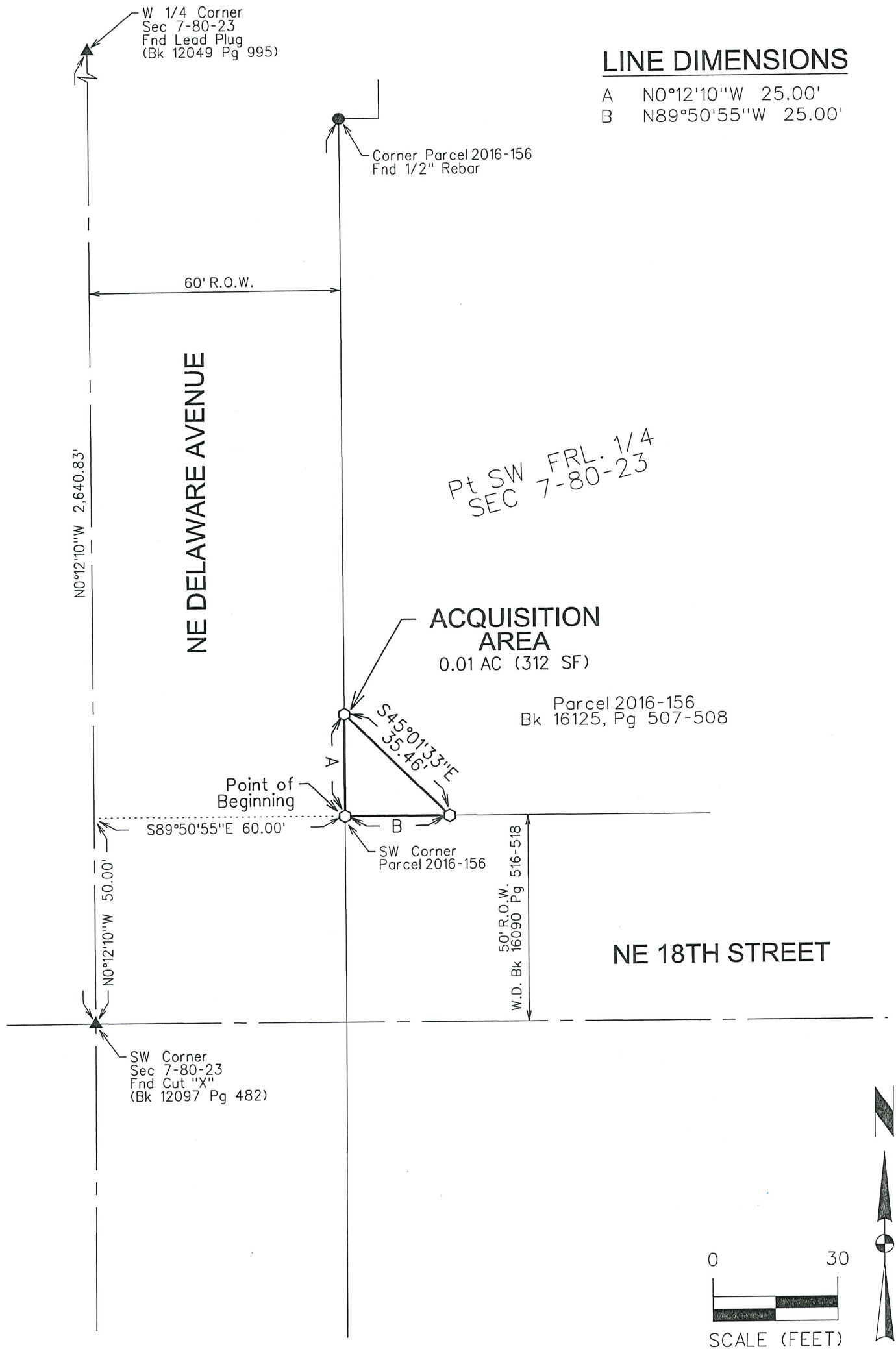
PN: 121.0695.01

FBK: Bk 1732A, Pg 34

DATE: 5/20/2022

PM/TECH: TLC/JDP

FEE TITLE BEING CONVEYED TO THE CITY OF ANKENY, IOWA.





ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for water main, sanitary sewer and storm sewer in The Crossings at Deer Creek Plat 7.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Certificate of Completion
 Maintenance Bond

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR WATER MAIN, SANITARY SEWER AND STORM SEWER IN THE CROSSINGS AT DEER CREEK PLAT 7

WHEREAS, the City Staff has granted administrative approval of **The Crossings at Deer Creek Plat 7**; and

WHEREAS, the plans and specification for the construction of **The Crossings at Deer Creek Plat 7** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the water main, sanitary sewer and storm sewer in **The Crossings at Deer Creek Plat 7** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on August 1st, 2022 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro Tem

ATTEST:

Michelle Yuska, City Clerk

CERTIFICATE OF COMPLETION

The Crossings At Deer Creek Plat 7

Ankeny, Iowa

August 1, 2022

This is to certify that the construction improvements on the *The Crossings At Deer Creek Plat 7* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

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

*Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972*

MERCHANTS
BONDING COMPANYTM

Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, Iowa 50306-3498

Phone: (800) 678-8171 Fax: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. IAC 593144

That The Underground Company, Ltd
12245 Dakota Street of Carlisle, Iowa 50047
as Principal, and the Merchants Bonding Company (Mutual) as Surety are
held and firmly bound unto the City of Ankeny, Iowa

in the penal sum of
Four Hundred Nineteen Thousand Seven Hundred and 00/100 (\$419,700.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 27th day of June, 2022.

WHEREAS, the Principal entered into a certain contract, dated the 11th day of November,
2021, with the Deer Creek Estates, LLC

to furnish all the material and labor necessary for the construction of
The Crossings at Deer Creek Plat 7 - Sanitary Sewer, Water Main and Storm Sewer Installation

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity,
guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a
period of Four (4) years from the date of acceptance of the work under said contract; and

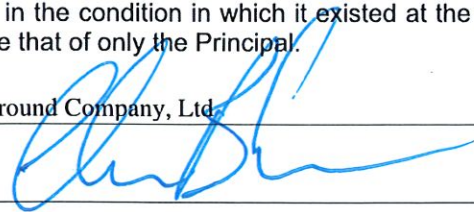
WHEREAS, the above work has been completed and accepted and if not accepted will be automatically
accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants Bonding Company (Mutual) for valuable
consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Ankeny, Iowa as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
work, within the period of Four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all
work in continuous good repair during said period, and shall in all other respects, comply with all the
terms and conditions of said contract with respect to maintenance and repair of said work, then this
obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

The Underground Company, Ltd.
Principal

By 

Approved CITY OF ANKENY
By Donald Clark

Merchants Bonding Company (Mutual)

By 

Dean M. Clark, Attorney-in-Fact

CON 0304 (2/15)

PROJECT: Quail Run Plat 4

LOCATION: Bondurant, Iowa

ITEM	DESCRIPTION	QUANTITY	UNIT
<u>Sanitary Sewer</u>			
S1	Connect to Existing Stub	1.00	EA
S2	8" PVC Sanitary Sewer with Televising	1,093.00	LF
S3	SW-301 Manhole	3.00	EA
S4	8" Clean Out	1.00	EA
S5	4" PVC Service	25.00	EA
S6	4" PVC Service on Existing Main	2.00	EA
<u>Water Main</u>			
W1	Minor Traffic Control	1.00	EA
W2	12"x8" Tap Sleeve and Valve	1.00	EA
W3	Connect to Existing Stub	1.00	EA
W4	8" PVC C900 Water Main	1,175.00	LF
W5	8" Bend	7.00	EA
W6	8"x8" Tee	1.00	EA
W7	8" Valve	2.00	EA
W8	Relocate Existing Hydrant	1.00	EA
W9	Fire Hydrant	3.00	EA
W10	1" Copper Service	27.00	EA
<u>Storm Sewer</u>			
SS1	Connect to Existing Structure	1.00	EA
SS2	Connect to Existing Stub	1.00	EA
SS3	8" PVC Storm Sewer	346.00	LF
SS4	12" RCP Storm Sewer	156.00	LF
SS5	15" RCP Storm Sewer	158.00	LF
SS6	18" RCP Storm Sewer	476.00	LF
SS7	24" RCP Storm Sewer	410.00	LF
SS8	30" RCP Storm Sewer	1,020.00	LF
SS9	36" RCP Storm Sewer	324.00	LF
SS10	15" RCP Flared End Section with Guard	2.00	EA
SS11	SW-501 Intake	2.00	EA
SS12	SW-502 Intake (72")	1.00	EA
SS13	SW-503 Intake	2.00	EA
SS14	SW-512 Intake	8.00	EA
SS15	SW-513 Intake	1.00	EA
SS16	SW-401 Manhole (48")	1.00	EA
SS17	SW-401 Manhole (60")	1.00	EA
SS18	SW-401 Manhole (72")	1.00	EA
SS19	Rip Rap at Flared End Section	14.00	TON
SS20	6" Field Tile Connection (50 LF)	1.00	EA
SS21	4" PVC Sump Service	27.00	EA

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Dean M Clark; Diane M Vanderpool; Jessica J Perkins; Stacy R Rush

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of January, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of January 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of June, 2022.



William Warner Jr.
Secretary



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** accepting maintenance bond for paving in The Crossings at Deer Creek Plat 7.

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
 Certificate of Completion
 Maintenance Bond
 Resolution

CERTIFICATE OF COMPLETION

The Crossings At Deer Creek Plat 7

Ankeny, Iowa

August 1, 2022

This is to certify that the construction improvements on the *The Crossings At Deer Creek Plat 7* project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend acceptance of the project.

Respectfully submitted,

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

*Emily Harding, P.E.
Project Engineer
Civil Design Advantage
Iowa License Number 19972*

CONTRACTOR'S MAINTENANCE BOND.

Bond No. IAC593210

KNOW ALL MEN BY THESE PRESENTS:

That Manatt's, Inc. of 1775 Old 6 Road, Brooklyn, IA 52211 as Principal and Merchants Bonding Company (Mutual) of 6700 Westown Parkway, West Des Moines, IA 50266 as surety are held firmly bound unto the city of Ankeny, Iowa, for a period of 4 years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of one hundred sixty-three thousand three hundred thirty-six and twenty-five hundredths (\$163,336.25), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the city of Ankeny a certain contract dated the 5th day of July, 2022, wherein said Principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

The Crossings at Deer Creek Plat 7; 3,417 SY of 7" PCC (Non-Reinforced, No CD Baskets) & 4 Handicap Ramps

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 plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

It is expressly understood and agreed by the principal and surety in this bond that the following provisions are a part of this bond and are binding upon said principal and surety, to-wit:

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice.
 - (A) To any extension of time to the contractor in which to perform the contract.

- (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be release only as to such excess increase.
- (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the city of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal. then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 30th day of June, 2022

Manatt's, Inc.

principal

by

Merchants Bonding Company (Mutual)

surety

(SEAL)

by

Ashley Krebill Attorney-in-Fact

Approved as to form

City of Ankeny, Iowa

Donald Clark

City Engineer

13-7

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ashley Krebill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of June, 2022.



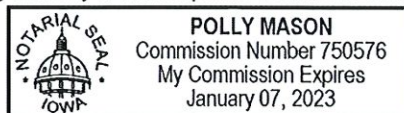
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of June, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of June, 2022.



William Warner Jr.
Secretary

RESOLUTION

RESOLUTION ACCEPTING MAINTENANCE BOND FOR PAVING IN THE CROSSINGS AT DEER CREEK PLAT 7

WHEREAS, the City Staff has granted administrative approval of **The Crossings at Deer Creek Plat 7**; and

WHEREAS, the plans and specification for the construction of **The Crossings at Deer Creek Plat 7** in Ankeny has been submitted and approved by the City Engineer; and

WHEREAS, the maintenance bond for the paving in **The Crossings at Deer Creek Plat 7** has been submitted; and

WHEREAS, the City of Ankeny, Iowa has received the attached Certificate of Completion on behalf of the Developer from the Developer's Engineer that the construction of the public improvements has been completed on August 1st, 2022 with the following exceptions:

NONE.

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

1. That the Certificate of Completion received on behalf of the Developer from the Developer's Engineer be hereby received and filed; and
2. That the above-described improvements be and are hereby accepted based on said certification.
3. That the maintenance bond is hereby accepted.

PASSED AND APPROVED on this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro Tem

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1080 NE 18th Street - Fuller)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Michael G. Fuller and Krista K. Fuller to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$1,800.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Michael

G. Fuller and Krista K. Fuller to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
STREET RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENT
AT 1080 NE 18TH STREET FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that street right-of-way and temporary construction easement be granted by Michael G. Fuller and Krista K. Fuller at 1080 NE 18th Street to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said right-of-way and temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said right-of-way and temporary construction easement from Michael G. Fuller and Krista K. Fuller at 1080 NE 18th Street.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Michael G. Fuller and Krista K. Fuller
 1080 NE 18th St
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.
2. Price. The City of Ankeny agrees to pay \$1,800.00, calculated as follows:

Temporary Easement:	$1,913 \text{ SF} \times \$6.26 / \text{SF} \times 10\% \times 1.5 \text{ years} =$	<u>\$1,796.31</u>
Total Compensation:	(Rounded)	\$1,800.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

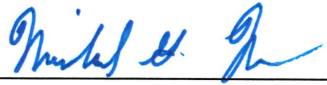
3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.

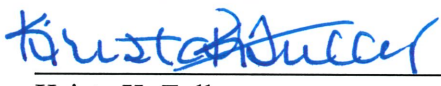
Dated at Ankeny, Iowa, this 12th day of July, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder and Associates, Inc.

THIS OFFER IS ACCEPTED on this 19 day of July, 2022.

By: 
Michael G. Fuller

By: 
Krista K. Fuller

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk

LEGEND

PROPOSED PAVEMENT

PROPOSED SIDEWALK

TEMPORARY EASEMENT

EXISTING RIGHT OF WAY

GRADING LIMITS

LOT LINE

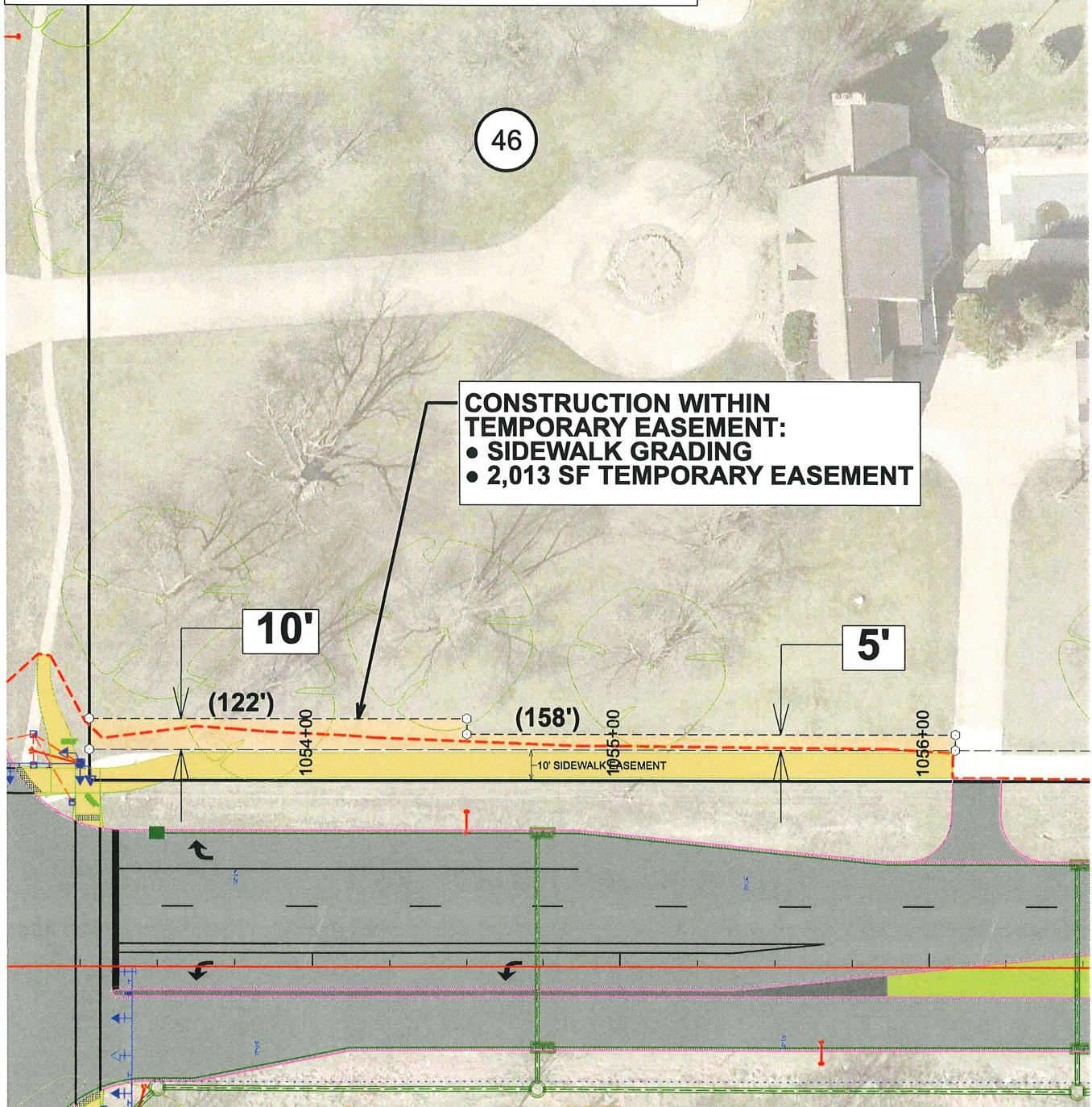
PROPOSED STORM SEWER

PROPOSED WATER MAIN

FEE TITLE

TREE REMOVAL - PRIVATE PROPERTY

TREE REMOVAL - PUBLIC PROPERTY



PARCEL 46 - MICHAEL G. FULLER AND KRISTA K. FULLER

SCALE:
1"=50'

DATE:
5/26/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Michael G. Fuller and Krista K. Fuller, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 19 day of July, 2022.

Michael G. Fuller
Signed

Krista K. Fuller
Signed

Print Name and Title

Print Name and Title

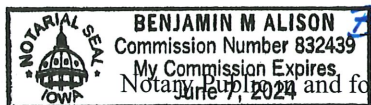
SELLER'S ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa }
COUNTY OF Polk } ss:

On this 19 day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Michael G. Fuller +
Krista K. Fuller

____ to me personally known
or ☒ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

(NOTARY SEAL) [Signature] (Sign in Ink)



Benjamin M. Alison (Print Name)

Notary Public and for the State of Iowa

||| CAPACITY CLAIMED BY SIGNER:

☐ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa

LEGEND

PROPOSED PAVEMENT

PROPOSED SIDEWALK

TEMPORARY EASEMENT

EXISTING RIGHT OF WAY

GRADING LIMITS

LOT LINE

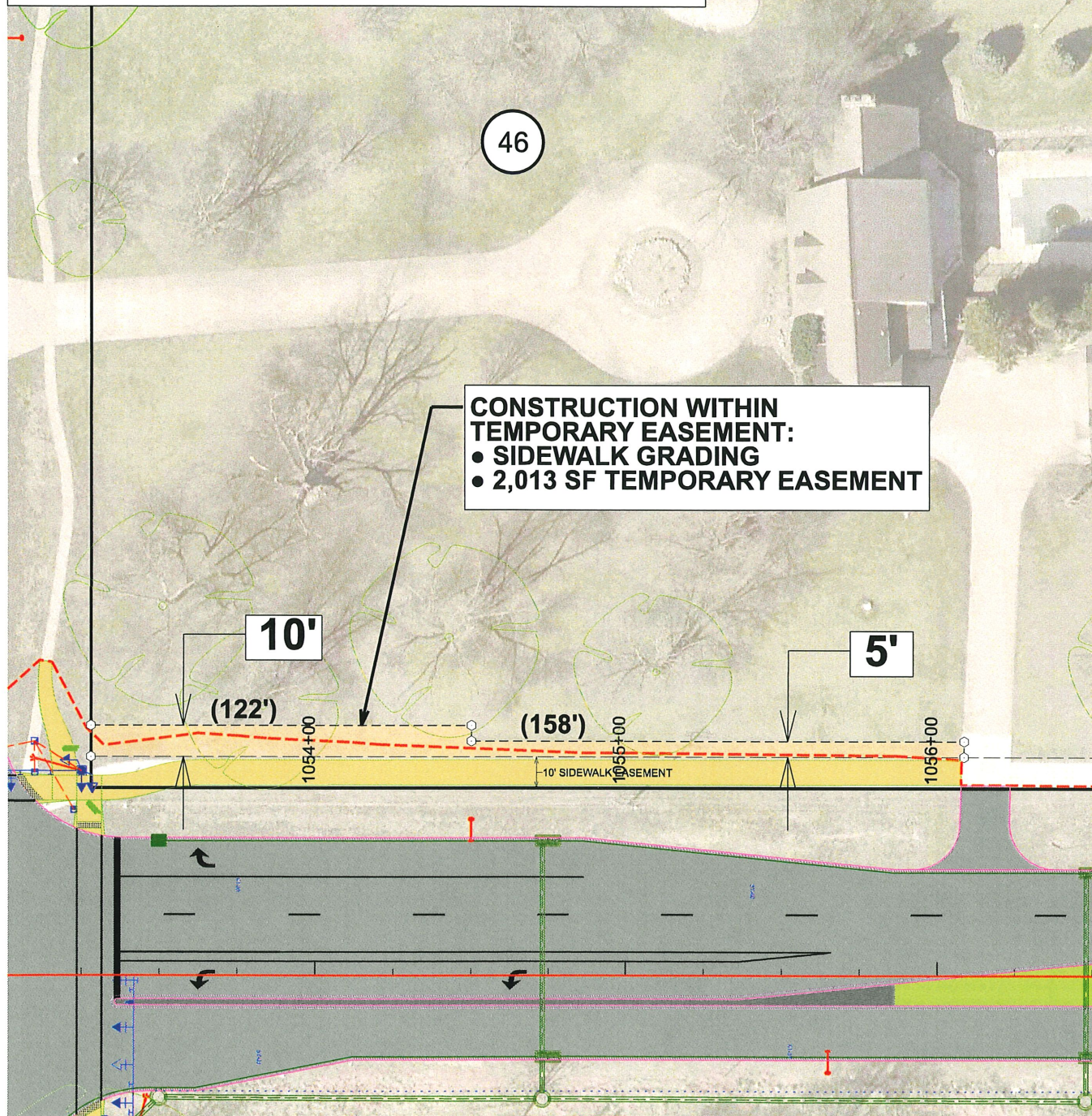
PROPOSED STORM SEWER

PROPOSED WATER MAIN

FEE TITLE

TREE REMOVAL - PRIVATE PROPERTY

TREE REMOVAL - PUBLIC PROPERTY



PARCEL 46 - MICHAEL G. FULLER AND KRISTA K. FULLER

SCALE:

1"=50'

DATE:

5/26/2022

PROJECT #:

121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt a **RESOLUTION** accepting a purchase agreement and approving documents for the acquisition of temporary construction easement for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa. (1305 NE Delaware Avenue - Willey)

EXECUTIVE SUMMARY:

The action before the council is the adoption of a Resolution accepting temporary construction easement from Ronald L. Willey and Sharon Willey to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project.

FISCAL IMPACT: **Yes**

The total compensation for the temporary construction easement is \$6,170.00. The cost for the temporary construction easement is part of the project costs for the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project included in the current Capital Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve the motion to adopt a RESOLUTION accepting temporary construction easement from Ronald L. Willey and Sharon Willey to facilitate the construction of the NE Delaware Avenue Reconstruction - NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

March 8, 2022: Property owners were notified of the upcoming Project Information Meeting that was held on March 22, 2022.

March 30, 2022: Property owners were notified of the need to acquire property for the proposed public improvement project.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Purchase Agreement
 Temporary Construction Easement

RESOLUTION 2022-XXX

**A RESOLUTION ACCEPTING A PURCHASE AGREEMENT AND
APPROVING DOCUMENTS FOR THE ACQUISITION OF
TEMPORARY CONSTRUCTION EASEMENT
AT 1305 NE DELAWARE AVENUE FOR THE
NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET
NORTH OF NE 18TH STREET PROJECT IN ANKENY, IOWA**

WHEREAS, the City of Ankeny has requested that temporary construction easement be granted by Ronald L. Willey and Sharon Willey at 1305 NE Delaware Avenue to facilitate the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project in Ankeny, Iowa; and

WHEREAS, the City of Ankeny directed Public Works staff to acquire said temporary construction easement necessary for the construction of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project; and

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it to be in the best interest of the City to acquire said temporary construction easement from Ronald L. Willey and Sharon Willey at 1305 NE Delaware Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that the attached Purchase Agreement and Temporary Construction Easement for the completion of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet North of NE 18th Street project are hereby approved, the Mayor is authorized to execute said documents, and the staff is directed to do all things necessary to carry out the intent of this Resolution.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY, IOWA OFFER TO PURCHASE

To Seller: Ronald L. Willey and Sharon Willey
 1305 NE Delaware Ave
 Ankeny, IA 50021

1. Property Description. The City of Ankeny, Iowa, intends to acquire property owned by you situated in Ankeny, Iowa, and legally described on the attached exhibit(s), and is, by this reference, made a part hereof.

2. Price. The City of Ankeny agrees to pay \$6,170.00, calculated as follows:

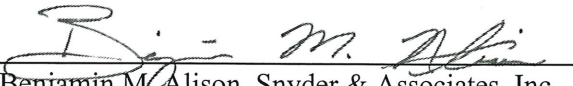
Temporary Easement:	$3,154 \text{ SF} \times \$5.00 / \text{SF} \times 10\% \times 1.5 \text{ years} =$	\$2,365.50
Miscellaneous/Other:	Irrigation loss (covering approx. 4,850 sf) =	\$3,800.00
Total Compensation:	(Rounded)	\$6,170.00

The City of Ankeny, Iowa will be responsible for all survey, abstracting (if any), recording, and other fees and expenses involved with this project.

3. Purpose of the Acquisition. The acquisition is for the improvement of the NE Delaware Avenue Reconstruction – NE 5th Street to 700 feet north of NE 18th Street project.
4. Real Estate Taxes. The acquisition shall not affect the liability of the Seller for payment of real estate taxes when due.
5. Possession. Possession shall be upon receipt of funds.
6. Conveyance. Upon payment of the purchase price, the Seller shall convey the property to the City of Ankeny, Iowa, in accordance with the form provided by the City.
7. Time is of the Essence. Time is of the essence in this contract.
8. Contract Binding on Successors-in-Interest. This contract shall apply to and bind the successors-in-interest of the Seller, and the Seller agrees to warrant good and sufficient title.
9. Execution of Offer. This Offer is executed on behalf of the City of Ankeny, Iowa, and is subject to ratification by the City Council upon its acceptance by the Seller.
10. Driveway. If disturbed due to construction, the City of Ankeny and/or its contractors agree to restore area of disturbed driveway design to original or better condition, including matching the existing decorative/colored concrete border(s) as close as reasonably possible.

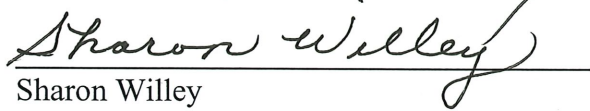
Dated at Ankeny, Iowa, this 19th day of July, 2022.

REPRESENTING THE CITY OF ANKENY, IOWA

By: 
Benjamin M. Alison, Snyder & Associates, Inc.

THIS OFFER IS ACCEPTED on this 21st day of July, 2022

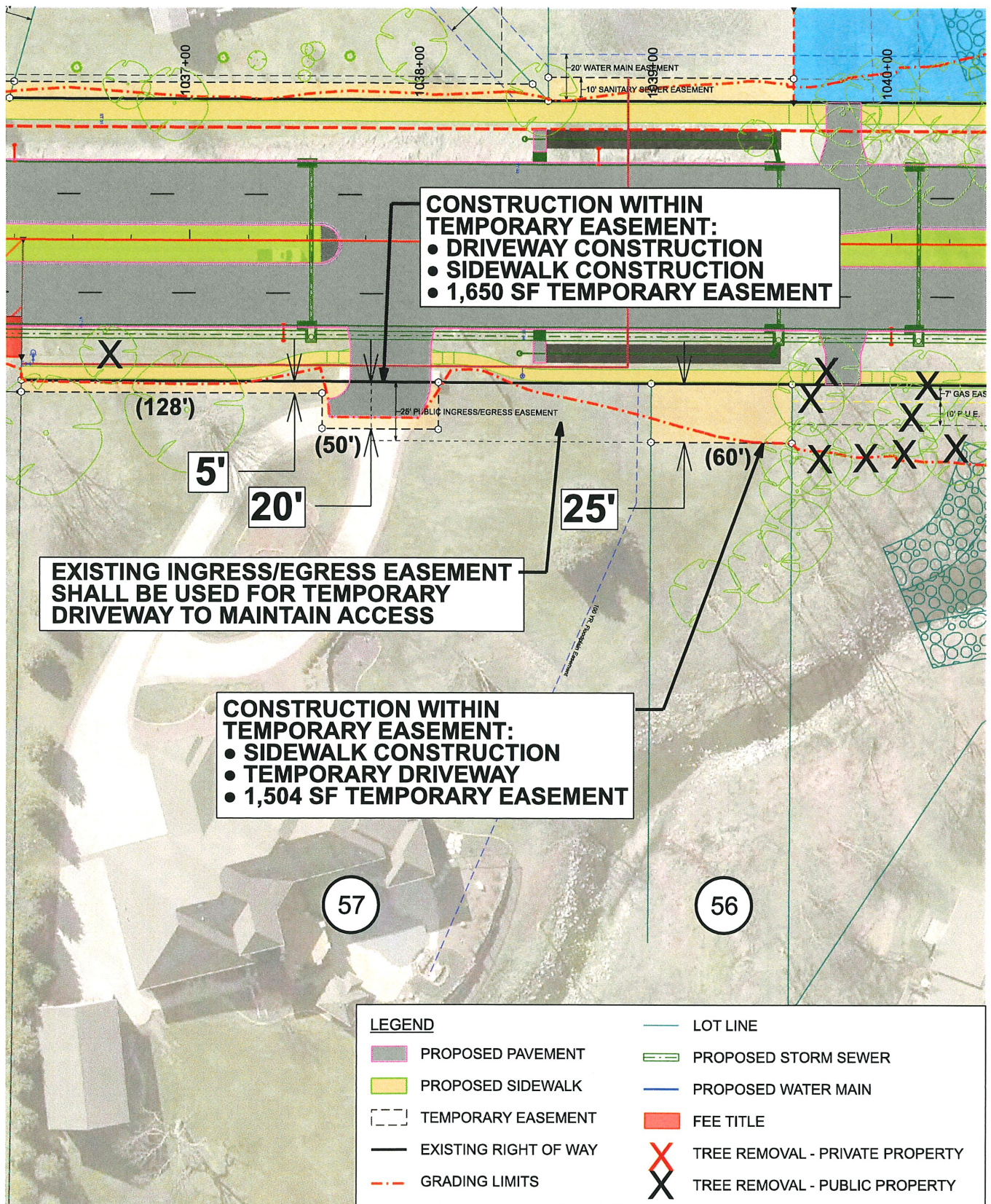
By: 
Ronald L. Willey

By: 
Sharon Willey

Approved by the City Council of the City of Ankeny, Iowa on the _____ day of _____, 20____, by Resolution No. _____.

By: _____
Mark E. Holm, Mayor

Attest: _____
Michelle Yuska, City Clerk



PARCEL 56 AND 57 - RONALD L. WILLEY AND SHARON WILLEY

SCALE:
1"=60'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENTS:

The undersigned, Ronald L. Willey and Sharon Willey, (hereinafter referred to as "Grantor"), in consideration of mutual benefit and other valuable consideration in hand paid by the City of Ankeny, Iowa upon final approval and acceptance of this easement do hereby convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa (hereinafter referred to as "Grantee"), a temporary construction easement under, across, and through the following described real estate:

See Attached Temporary Easement Exhibit

The above-described easement is granted unto the City of Ankeny, Iowa, for the purpose of the access, construction, and installation of the following described public improvements:

NE DELAWARE AVENUE RECONSTRUCTION – NE 5TH STREET TO 700 FEET NORTH OF NE 18TH STREET

In connection herewith it is specifically agreed that by this easement, the Grantee shall have the right to enter upon said premises as shall be necessary to construct, inspect, and repair, any and all of said improvements and all appurtenances thereto, together with the right to use said improvements as it deems necessary.

The Grantee shall restore and/or repair said described land after construction to the condition prior to construction pursuant to the plan for the public improvement.

This easement shall be for the period of time necessary to construct this improvement and will expire upon the date of final acceptance of the project by the City Council of the Grantee; provided, however, the Grantee shall have the right to access the real estate after said date for the sole purpose of seeding and surface restoration. Such access shall not interfere with the rights of the Grantor to the use and enjoyment of said real estate.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21 day of July, 2022.

Ronald L. Willey
Ronald L. Willey

Sharon Willey
Sharon Willey

SELLER'S ALL PURPOSE ACKNOWLEDGMENT

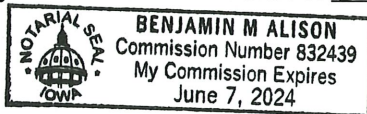
STATE OF Iowa }
COUNTY OF Polk } ss:

On this 21 day of July, A.D. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared Ronald L. Willey & Sharon Willey,
_____ 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) Benjamin M. Alison (Sign in Ink)
Benjamin M. Alison (Print Name)

Notary Public in and for the State of Iowa



||| CAPACITY CLAIMED BY SIGNER:

☒ INDIVIDUAL
☐ CORPORATE
Title(s) of Corporate Officer(s) _____

☐ Corporate Seal is affixed
☐ No Corporate Seal procured
☐ PARTNER(s):
☐ Limited Partnership
☐ General Partnership
☐ ATTORNEY-IN-FACT
☐ EXECUTOR(s) or TRUSTEE(s)
☐ GUARDIAN(s) or CONSERVATOR(s)
☐ OTHER: _____

SIGNER IS REPRESENTING:

List name(s) of entity(ies) or person(s)

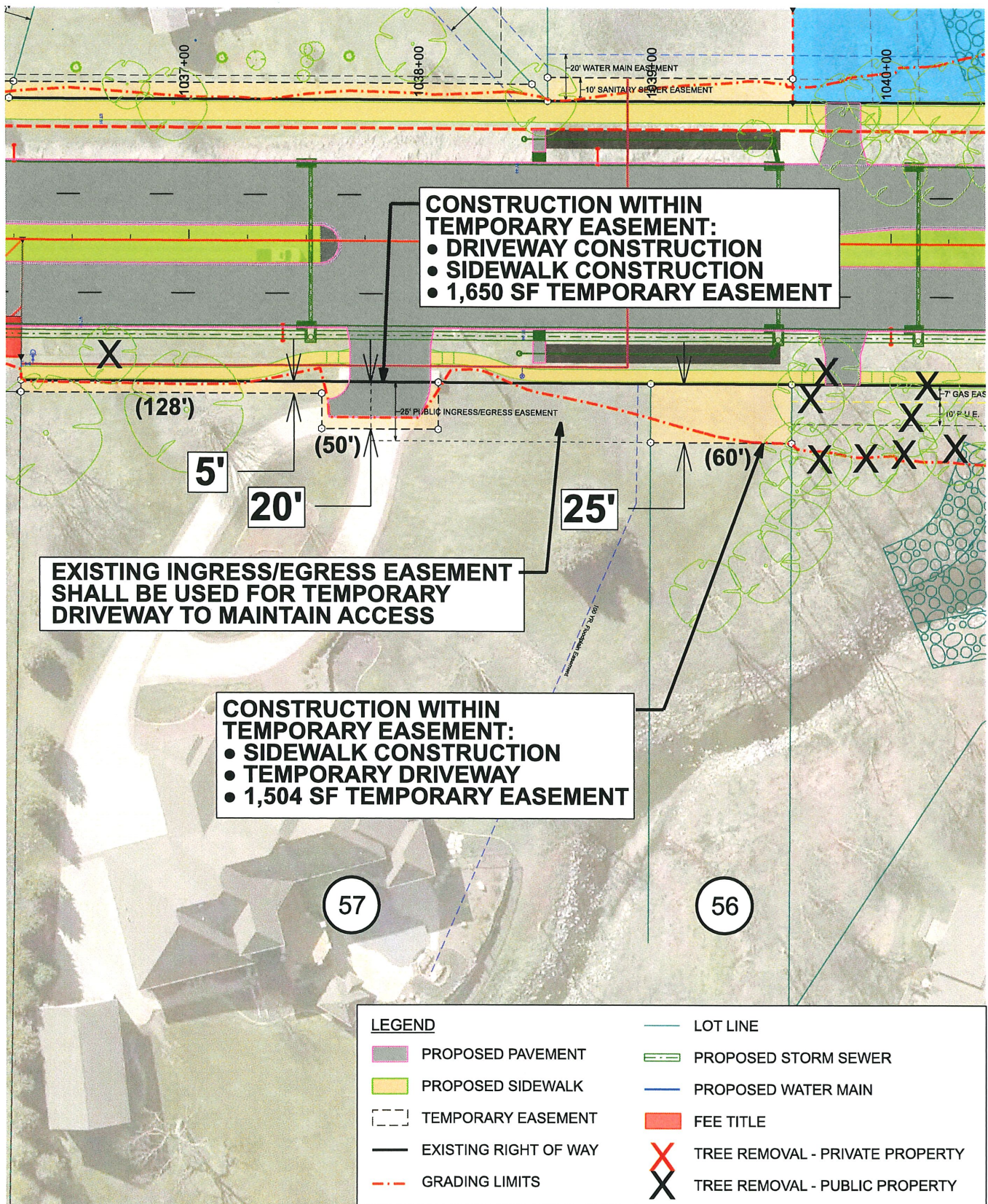
ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF POLK, ss:

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby
certify that the within and foregoing instrument was duly approved and accepted by the City
Council of said City by Resolution No. _____, passed on the _____ day of
_____, 20_____, and this certificate is made pursuant to authority
contained in said Resolution.

Signed this _____ day of _____, 20_____.

City Clerk of the City of Ankeny, Iowa



PARCEL 56 AND 57 - RONALD L. WILLEY AND SHARON WILLEY

SCALE:
1"=60'

DATE:
5/20/2022

PROJECT #:
121.0695



PROJECT NAME:

NE DELAWARE AVENUE
RECONSTRUCTION-5TH TO 18TH



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** authorizing the mayor to sign a development agreement with Bill Kimberley, LC concerning the construction of the Kimberley Estates Plat 2 Sanitary Trunk Sewer Extension in the City of Ankeny, Iowa.

EXECUTIVE SUMMARY:
Bill Kimberley, LC is proposing to construct the Kimberley Estates Plat 2 Trunk Sewer Extension to facilitate the development of their property at Kimberley Estates. In exchange for constructing the Kimberley Estates Sanitary Trunk Sewer, Bill Kimberley, LC will get credit for sanitary sewer connection fees as outlined in the agreement.

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
 Development Agreement

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A DEVELOPMENT AGREEMENT WITH BILL KIMBERLEY, LC CONCERNING THE CONSTRUCTION OF KIMBERLEY ESTATES PLAT 2 SANITARY TRUNK SEWER EXTENSION IN THE CITY OF ANKENY, IOWA

WHEREAS, Bill Kimberley, LC has asked the City to enter into a development Agreement that outlines certain terms and conditions for the construction of Kimberley Estates Plat 2 Trunk Sewer Extension in the City of Ankeny; and,

WHEREAS, Bill Kimberley, LC and city staff agreed to set a terms of conditions outlined in a Development Agreement, a copy of which agreement is hereto attached.

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 1st day of August, 2022.

Bobbi Bentz, Mayor Pro Tem

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO: City of Ankeny, City Clerk, 410 West First Street, Ankeny, IA 50023

Preparer Information: Mitchell Wedell, 1210 NW Prairie Ridge Drive, Ankeny, Iowa 50023

(515) 963-3523

SPACE ABOVE THIS LINE FOR RECORDER

Development Agreement

Whereas, Bill Kimberley, LC, an Iowa Liability Company, (hereinafter "Developer") is in the process of developing property in the northeastern portion of the City of Ankeny, Kimberley Estates Plat 2 (hereinafter "Developer's Property"); and

Whereas, construction of the Kimberley Estates Plat 2 Sanitary Trunk Sewer (an extension of the Four Mile Creek Trunk Sewer) is needed to facilitate the development of the Developer's Property as well as other areas of the City of Ankeny, and the City of Ankeny, Iowa (hereinafter "City") has not programmed the Kimberley Estates Plat 2 Sanitary Trunk Sewer in the City's capital improvement plan; and

Whereas, since the City is not in the position to construct the Kimberley Estates Plat 2 Sanitary Trunk Sewer in compliance with the time table of the Developer, the Developer has approached the City offering to construct the Kimberley Estates Plat 2 Sanitary Trunk Sewer to serve the Developer's Property; and

Whereas, the City is agreeable to allowing the construction of said sanitary sewer ahead of the City's schedule under the following terms and conditions.

Now, therefore, it is hereby agreed as follows:

1. The Developer agrees to design and complete all plans and specifications for the construction of the sanitary sewer known as the Kimberley Estates Plat 2 Sanitary Trunk Sewer Project. The engineering cost estimate to design, survey and administer the sanitary sewer construction is \$8,500.00.
2. Developer agrees to provide sanitary sewer easements, as needed, to the City in a form reasonably agreed to between the parties. Specifically, the Developer agrees to provide

permanent sanitary sewer easements for the Kimberley Estates Plat 2 Sanitary Trunk Sewer to the City prior to the City's acceptance of the improvement.

3. Developer agrees to obtain a minimum of three competitive bids for construction of the sanitary sewer in compliance with the plans and specifications prepared by the Developer and, in consultation with the City, choose the lowest responsible bidder for construction of the sanitary sewer.

4. Developer agrees to convey the sanitary sewer to the City, after construction, and to provide such bonds, including a maintenance bond, and a televised report of the trunk sewer as are required by the City for all sanitary sewer projects.

5. Developer agrees to construct the sanitary sewer as shown on the approved construction plans for the Kimberley Estates Plat 2 Sanitary Trunk Sewer Project as soon as possible after selection of the successful bidder and to diligently pursue completion of the sanitary sewer.

6. The Kimberley Estates Plat 2 Sanitary Trunk Sewer extension will not benefit the Kimberley Estates Plat 2 area as the Kimberley Estates Sanitary Trunk Sewer (Phase 1) Development Agreement had accounted for the benefited area of both Plat 1 and Plat 2 (30.03 acres). In the event that the sanitary sewer is completed to the City's satisfaction in compliance with this Agreement, the City agrees to credit the Developer for the connection fees of a portion of the Developer's Property as described below:

\$3,480/AC (2022 connection fee for Fourmile Creek Trunk Sewer Connection District 1)

Trunk Sewer Costs

Engineering cost:	+	\$8,500.00
Sewer construction cost:	+	\$195,370.00
Seeding and erosion control cost:	+	\$900.00
Permits, fees, etc.:	+	\$100.00
Total:		<u>\$204,870.00</u>

$\$204,870.00 / \$3,480 = 58.87$ acres of connection fees credited

7. The amount of acres of connection fees to be credited to the Developer (58.87 acres) will be added to the credit amount stated in Kimberley Estates Sanitary Trunk Sewer (Phase 1) Development Agreement (33.51 acres). The City agrees to reimburse the Developer for the additional 92.38 acres (58.87+33.51) of connection fees credited for construction of the Kimberley Estates Plat 2 Sanitary Trunk Sewer. This reimbursement will occur as connection fees are paid by benefited property owners of the Kimberley Estates Plat 2 Sanitary Trunk Sewer as future development occurs. Any connection fees collected from benefited property owners shall be paid first to the Developer until reimbursement of the 92.38 acres of connection fee credits have been achieved, with any remaining fees paid to the City.

8. In the event the Developer fails to comply with any term of this Agreement, the City may take whatever action the City deems necessary and appropriate, including, but not limited to, an action for condemnation to obtain the easement required for the sanitary sewer and the installation of the same for the benefit of the City. In such event, the City shall be entitled to reimbursement for all costs, fees and award amounts, if any, incurred by the City resulting from the Developer's failure to comply with this Agreement.

9. The terms of this Agreement shall be deemed to be covenants running with the land and shall be binding upon the developer's property, the successors and assigns of the Developer.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal is hereto duly affixed and attested by its Clerk and Developer has caused this Agreement to be executed by its duly authorized representative.

Dated the ____ day of _____, 2022.

The City of Ankeny, Iowa

Bill Kimberley, LC.

By: _____
Bobbi Bentz, Mayor Pro-Tem

By: Jenna Kimberley
Print Name: Jenna Kimberley
Title: VP

ATTEST:

By: _____
Michelle Yuska, City Clerk

STATE OF IOWA, POLK COUNTY, ss:

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Bobbi Bentz** and **Michelle Yuska**, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro-Tem and City Clerk, respectively, of the **City of Ankeny, Iowa**; that the seal affixed to the foregoing instrument to which this is attached is the corporate seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council, as contained in Ordinance Resolution No. _____ passed by resolution of the City Council under Roll Call No. _____ of the City Council on the ____ day of _____, 2022; and that **Bobbi Bentz** and **Michelle Yuska**, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF POLK, ss:

On the 25th day of July, 2022, before me, the undersigned, a Notary Public in and for the said State, personally appeared Jenna Kimberley, to me personally known, who being by me duly sworn, did say that he/she is the Vice President of Bill Kimberley, L.C., an Iowa Limited Liability Company; that the instrument was signed on behalf of the limited liability company by authority of its members; and that he/she as Vice President acknowledges execution of the instrument to be the voluntary act and deed of the limited liability company by it and be him/her voluntarily executed.

Brenda Fuglsang
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA





ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds for the construction of sanitary trunk sewer in the Kimberley Estates Plat 2 Trunk Sewer Extension Project.

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate construction of underground improvements for Kimberley Estates Plat 2 Trunk Sewer Extension.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Consider a motion to adopt **RESOLUTION** approving plans and specifications and accepting contracts, performance and maintenance bonds to facilitate the construction of underground improvements for Kimberley Estates Plat 2 Trunk Sewer Extension.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Resolution](#)

 [Contract and Bonds](#)

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ACCEPTING CONTRACTS, PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SANITARY TRUNK SEWER IN THE KIMBERLEY ESTATES PLAT 2 TRUNK SEWER EXTENSION PROJECT.

WHEREAS, the plans and specifications for the construction of sanitary sewer and appurtenances for the Kimberley Estates Plat 2 Trunk Sewer Extension have been submitted to and approved by the City Engineer; and

WHEREAS, the three party contract for construction and the performance and maintenance bonds for the above described improvements have been submitted; and

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

1. That the plans and specifications, contract, performance, and maintenance bonds are hereby approved; and,
2. That permission is hereby granted to the developer to construct said improvements above described, subject to inspection and approval of the City Engineer, in accordance with said contract, plans and specifications.

PASSED AND APPROVED on this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro Tem

ATTEST:

Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 18th day of July, 2022,
by and between Evolution Contracting, LLC
hereinafter called the "contractor", and Kimberley Development Corporation
hereinafter called the "subdivider";

WITNESSETH: That the contractor and subdivider for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF WORK

The contractor shall furnish all materials, labor and equipment and shall perform all the work necessary to construct the following described improvements:

<u> </u> Traffic Signal	<u> X </u> Sanitary Sewers	<u> </u> Water Lines
<u> </u> Storm Sewers	<u> </u> Paving	<u> </u> Subgrade Prep.

As shown in construction plans titled (Project Name) Kimberley Estates Plat 2
Trunk Sewer Extension, and
bearing an "Approved For Construction Date" of 06 / 14 / 2022.

The estimated quantity of work to be done is:

 X as shown on the approved plans
 X as shown on the attached detailed list

All work shall be done in thorough, substantial and workmanlike manner in strict compliance with the terms of this contract and the above named plans and the Standard Specifications of the City of Ankeny, Iowa, to the satisfaction of the City Engineer of the City of Ankeny, Iowa, or his duly authorized agents.

ARTICLE II: COMMENCEMENT AND COMPLETION OF WORK

The contractor shall commence work not later than Sept. 1st 2022,
and shall fully complete the work not later than Dec. 31st 2022.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 195,370.00 which payment shall be in full compensation and settlement for the work; however, no payment shall be made until and unless the Resolution of Acceptance is presented by the contractor to the subdivider.

ARTICLE IV: INSURANCE

The contractor agrees that the insurance required by the Standard Specifications of the City of Ankeny will be maintained through the period of operations as covered by this contract.

MATT WORMLEY
PRESIDENT
EVOLUTION CONTRACTING
(515) 249-0594
MATT@ECIOWA.COM

Proposal - Kimberley Estates Plat 2 Trunk Sewer

[illegible]

NOTES:

Member of AGC, NUCA & DSM HBA
Proposal acceptance due within 30 days
Evolution Contracting will contact Iowa One Call, private utilities must be located by GC or Owner
Lost production due to design or engineering changes will be paid T&M
Any necessary utility relocations by others
All items are tied unless agreed to in writing
All utilities stubbed and stop 5' from building/footing line
All spoils to remain onsite and be handled by grading contractor
Proposal to become part of contract
Pricing based on plans revised 6/10/2022
Final pricing subject to Final Approved Plans
No soils report provided
4 yr Maintenance Bond on public items
At The Time Of Work Commencement If Diesel Fuel Price Is Above \$3.50 A Gallon A Fuel Surcharge Will Incur
Kimberly Estates Plat 2 And Kimberly Estates Plat 2 Trunk Sewer Extension Bids Are Tied

EXCLUSIONS:

- Permits & Associated Fees
- Survey & Staking
- Soil Stabilization and/or over-excavation
- Dewatering
- Density Testing
- Clearing and Grubbing
- SWPPP
- Grading
- Seeding and/or Erosion Control
- Excavation or backfill associated with retaining walls
- Adjustment of casting to grade with cast in place adjusting ring
- Storm sewer inlet throat, inlet transition or curb and gutter
- Removal/Replacement of Pavement or sidewalk
- Traffic Control/Flaggers
- Temp Granular Surfacing
- Frost Excavation- Winter Conditions

Erosion Control
Seeding, Fertilizing, Mulching
Tree Removal

PROPOSAL ACCEPTANCE:

The proposal/agreement for construction has been carefully read and reviewed & hereby accepted:

BY: Anna Kimberling
TITLE: VP
DATE: 7/18/2022

The proposal/agreement is acknowledged as accepted by Evolution Contracting:

BY: [Signature]
TITLE: President
DATE: 7/19/2022

Bond No. 107541077

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Evolution Contracting, LLC as principal
and Farmington Casualty Company as surety are
held and firmly bound unto the City of Ankeny
and Kimberley Development Corporation as owner(s)
in the penal sum of

One Hundred Ninety-five Thousand Three Hundred Seventy And No/100 Dollars (\$ \$195,370.00),
to the payment of which, well and truly to be made, the principal and surety bind themselves, their and
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

Signed, sealed and dated this 20th day of July, 2022.

WHEREAS, the principal has entered into a certain written contract, dated the 18th day of
July, 2022, with the owner(s) for:

Trunk Sewer Extension In connection with Kimberley Estates Plat 2, Ankeny, Iowa

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above
bounded principal shall indemnify the owner(s) from and against any and all loss or damage directly
arising by reason of the failure of the principal to perform faithfully said contract, as well as against any
and all direct loss which the owner(s) may sustain by reason of any mechanic's lien or liens that may be
finally established against said improvements and the ground upon which constructed, for work done
and/or materials furnished in and about the performance of said contract, then this obligation shall be
void, otherwise of full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

1. It is understood by the principal and surety that this bond is being furnished to the City of Ankeny in order to ensure the completion of the improvements stated hereinbefore; it is therefore understood that any defenses that the principal and surety may assert against Kimberley Development Corporation, in any action which might be brought against the principal or surety by the City of Ankeny for failing to complete the improvements as required, shall not be deemed to bar the City of Ankeny's right to recovery hereunder.
2. That if the principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations there under, the surety shall have the right at its option to complete said contract or to sublet the completion thereof.

3. That the owner(s) shall notify the surety by registered letter, addressed and mailed to its home office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the owner, architect or engineer.

WITNESS THEREOF:

Evolution Contracting, LLC

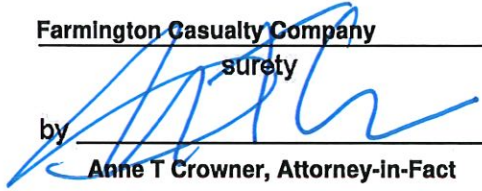
principal

by , President

Farmington Casualty Company

surety

(SEAL)

by 
Anne T Crowner, Attorney-in-Fact

City of Ankeny

by 

Kimberley Development Corporation

owner

by 

CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Evolution Contracting, LLC of Indianola, Iowa as principal and Farmington Casualty Company of Hartford, CT as surety are held and firmly bound unto the City of Ankeny, Iowa, for a period of Four (4) years from the date of acceptance of hereinafter described improvements and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of One Hundred Ninety-five Thousand Three Hundred Seventy And No/100 DOLLARS (\$195,370.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly and severally, firmly by these presents.

The conditions of the above obligations are such that whereas the said principal has rendered to the City of Ankeny a certain contract dated the 18th day of July, 2022, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Trunk Sewer Extension In connection with Kimberley Estates Plat 2, Ankeny, Iowa

and to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the plans and specifications attached to said contract and made a part thereof. Said contract, plans and specifications are also hereby made part of this bond.

It is expressly understood and agreed by the principal and surety in this bond that the following provisions are a part of this bond and are binding upon said principal and surety, to-wit:

1. "That principal and sureties on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, but the principal and sureties shall not be liable to said person, firms or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law."
2. "Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent with notice:
 - (A) To any extension of time to the contractor in which to perform the contract.
 - (B) To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.
 - (C) That no provision of this bond or of any contract shall be valid which limits to less than one (1) year from the time of acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if said principal does and shall, at his own cost and expense, faithfully perform the contract on his part, and strictly comply with the City's plans and specifications and make all repairs necessitated by defects in workmanship and material for the aforementioned period of time, from the date of acceptance of said improvements by the City, and satisfy all claims and demands incurred for same, and fully indemnify and save harmless the City of Ankeny from all costs and damages which may incur in making good any such default by reason of defects in material or workmanship, and shall pay all people who have contract directly with the principal, or subcontractors for labor or materials, and principal and surety shall in all other respects keep and perform all of the terms and conditions of said contract to be kept and performed by said principal, then this obligation shall be null and void; otherwise, it shall remain in full force and effect as provided by law.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

WITNESS our hands, signed and sealed this 20th day of July,
2022.

Evolution Contracting, LLC

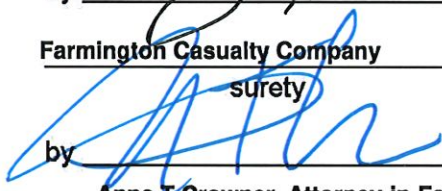
principal

by 

Farmington Casualty Company

surety

(SEAL)

by 

Anne T Crowner, Attorney-in-Fact

Approved as to form:

City of Ankeny, Iowa

by 

City Engineer



Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company (the "Company") is a corporation duly organized under the laws of the State of Connecticut, and that the Company does hereby make, constitute and appoint SHIRLEY S BARTENHAGEN, CYNTHIA G BENNETT, ANNE T CROWNER, BRIAN M DEIMERLY, JAY D FREIERMUTH, CRAIG E HANSEN, TIMOTHY J MCCULLOH, STACY L VENN, SETH ROOKER, STACIE K CHRISTENSEN, and DIONE R YOUNG of WAUKEE, IOWA, its true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed, and its corporate seal to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of the Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Board of Directors of the Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

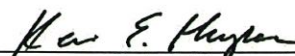
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of the Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by the Company, which remains in full force and effect.

Dated this 20th day of July, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2022

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 Miller, Fidler & Hinke Insurance Agency 2540 SE Encompass Drive Waukee IA 50263	CONTACT NAME: Sam Smith PHONE (A/C, No, Ext): 515-223-6757 E-MAIL ADDRESS: ssmith@mfhins.com	FAX (A/C, No): 515-223-5344
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : United Fire & Casualty Co		13021
INSURER B : Midwest Builder's Casualty Mutual Company		32131
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1635921463

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	60518112	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	60518112	7/15/2022	7/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	60518112	7/15/2022	7/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0003893-2022A	7/15/2022	7/15/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased or Rented Equipment			60518112	7/15/2022	7/15/2023	Limit 500,000

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

RE: Kimberley Estates Plat 2

RE: Kimberley Estates Plat 2 Trunk Sewer Extension

Kimberley Development Corporation, and The City of Ankeny is listed as an additional insured in regards to General Liability, auto liability, and workers compensation as required by written contract. Waiver of subrogation applies in regards to General Liability in favor of Kimberley Development Corporation, and The City of Ankeny.

CERTIFICATE HOLDER

CANCELLATION

Kimberley Development Corporation
2785 N Ankeny BLVD, Suite 22
Ankeny IA 50023

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

AUTHORIZED REPRESENTATIVE



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Resolution

LEGAL:

No Review Required

SUBJECT:

SE 8th Street Reconstruction - Phase 2 Project: Consider motion to approve: a) Final Change Order #2 increasing the contract amount by \$499.00; b) Certificate of Completion; c) **RESOLUTION** accepting the public improvement with Absolute Concrete Construction in the amount of \$794,139.90; and d) Final Payment #6 in the amount of \$0.00; and Retainage Payment in the amount of \$24,423.04.

EXECUTIVE SUMMARY:

The actions before the council are the approval of the final Change Order, the acceptance of the Certificate of Completion, passage of a Resolution accepting the public improvements, and approval of the final and retainage payments to Absolute Concrete Construction on the SE 8th Street Reconstruction - Phase 2 project.

The SE 8th Street Reconstruction - Phase 2 project is now complete. A series of actions are needed in order to close out this construction project:

a) Approval of the Final Change Order #2 increasing the contract amount by \$499.00.

b) Engineer's Certificate of Completion: The attached Certificate of Completion from the project engineer states that the work performed was in substantial conformance with the plans and specifications.

c) Resolution accepting the Public Improvements: This Resolution approves and adopts the Engineer's Certificate of Completion on the SE 8th Street Reconstruction - Phase 2 project and establishes the final contract amount to be \$794,139.90.

d) Final Payment: Absolute Concrete Construction = \$0.00

Retainage Payment: Absolute Concrete Construction= \$24,423.04

It is recommended that the retainage payment be approved for payment 31 days from the date of acceptance of the project, in accordance with the terms of the contract.

FISCAL IMPACT: No

The above payments will facilitate the final completion of this project, which was funded through the Capital Improvements Program.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the council take the following actions:

1. Approve Final Change Order #2 increasing the contract amount by \$499.00.
2. Accept the Engineer's Certificate of Completion for the SE 8th Street Reconstruction - Phase 2 project.
3. Adopt the Resolution accepting the SE 8th Street Reconstruction - Phase 2 project in the final contract amount of \$794,139.90.
4. Authorize Final Payment in the amount of \$0.00, and Retainage Payment in the amount of \$24,423.04.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

February 1, 2021: City Council awarded construction and approved construction contract and bonds.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order #2 (Final)
 Certificate of Completion
 Payment #6 (Final)
 Resolution - final acceptance

CHANGE ORDER FORM



Project Title: SE 8th Street Reconstruction - Phase 2
Contractor: Absolute Concrete Construction
Address: PO Box 148 Slater, IA, 50244
Finance Budget Code: 916.3916.4451 **Finance Project #** 916.4451
Vendor Project or Invoice #: PO #
Original Contract Date: February 1, 2021 **Vendor #** 4997

Change Order Number: 2

Change Order Date: August 1, 2022

Purpose of Change Order:

Items #1-2: Balance the quantities to reflect what was measured in the field.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
1	Conventional Seeding and Fertilizing, Type 1	LS	(0.17)	\$ 1,800.00	\$ (306.00)
2	Erosion Control Mulch, Hydromulch (BFM)	SY	0.23	\$ 3,500.00	\$ 805.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

Change Order Number: 2 makes the following adjustments to the Contract: **\$ 499.00**

Contractor Accepted: Absolute Concrete Construction

Eli Hartog Firm Name 07-21-22
 Signature Date

Engineer Approved: City of Ankeny

Matthew Lygin Firm Name 7-25-2022
 Signature Date

Owner Accepted: City of Ankeny

Signature Title
 Date

Attest for Owner:

Signature Title
 Date

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 798,230.25
1	November 15, 2021	\$ (4,589.35)
2	August 1, 2022	\$ 499.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 794,139.90**

CERTIFICATE OF COMPLETION

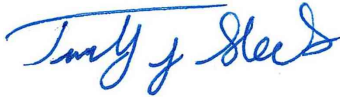
SE 8th Street Reconstruction - Phase 2

Ankeny, Iowa

August 1, 2022

JEO Consulting Group's scope of services for this project included field survey, public improvement design, material submittal review, construction staking, and as-built survey. Based upon this knowledge and the information provided by the City of Ankeny, the construction improvements on the SE 8th Street Reconstruction – Phase 2 project have been completed in substantial compliance with the plans and specifications for the project. JEO Consulting Group has no knowledge of items related to construction observation or certain construction administration items such as field and laboratory testing. The final contract amount is **\$794,139.90**. I hereby recommend acceptance of the project.

Respectfully submitted,



Timothy Sheets
Senior Transportation Engineer
JEO Consulting Group, Inc.
Iowa License Number 23778

city of
Ankeny
Bringing it all together

Project Title:	SE 8th Street Reconstruction - Phase 2		
Contractor:	Absolute Concrete Construction		
Address:	PO Box 148 Slater, IA, 50244		
Finance Budget Code:	916.3916.4451	Finance Project #	916.4451
Vendor Project or Invoice #:		PO #	
Original Contract Date:	February 1, 2021	Vendor #	4997

Date of Council Meeting: August 1, 2022 PAYMENT REQUEST # 6 (FINAL)
 PAYMENT PERIOD: From: October 31, 2021 Through: May 31, 2022

Contract Summary

Original Contract Amount:	\$	798,230.25	
Net change by Change Orders:	\$	(4,090.35)	
Contract Amount to Date: (line 1 ± 2)			\$ 794,139.90
Total completed and stored to date:	\$	794,139.90	
Retainage: 3.075 % of Completed Work:	\$	24,423.04	
Total Earned less Retainage:			\$ 769,716.86
Less previous applications for payment:			\$ 751,716.86
SUBTOTAL			\$ 18,000.00

OTHER CHARGES (liquidated Damages = 18 Days @ \$1,000 / day)	\$	(18,000.00)
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CURRENT PAYMENT DUE	\$	0.00
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Balance to finish, including retainage:	\$	24,423.04
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Contract Time Remaining (If applicable) (24.00) Working Days

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

Construction Contractor Approval: _____ Absolute Concrete Construction

 Signature Eli Hartog Firm Name 07-21-22
 Date

Engineer / Consultant Approval: _____
Firm Name _____

Signature _____ Date _____

City of Ankeny Staff Approval:

Matthew Zyga

Signature

7-25-2022

Date

Submit to: Matt Grgurich - Civil Engineer I
E-mail: MGrgrich@AnkenyIowa.gov Phone: (515) 963-3549 Fax: (515) 963-3549

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
2.01	Clearing and Grubbing	LS	1.00		0.00	\$ 2,000.00	\$ -		\$ -		0.00	\$ -	0.00	0.00%
2.02	Topsoil, Off-site	CY	90.00	(1.00)	90.00	\$ 92.00	\$ 8,280.00		\$ -	90.00	90.00	\$ 8,280.00	0.00	0.00%
2.03	Excavation, Class 10	CY	575.00		575.00	\$ 23.00	\$ 13,225.00		\$ -	575.00	575.00	\$ 13,225.00	0.00	100.00%
2.04	Subgrade Preparation, 6 in. Depth	SY	3,568.00		3,568.00	\$ 2.75	\$ 9,812.00		\$ -	3,568.00	3,568.00	\$ 9,812.00	0.00	100.00%
2.05	Subgrade Treatment, Geogrid, Triangular	SY	1,784.00	(1,028.40)	755.60	\$ 5.25	\$ 3,966.90		\$ -	755.60	755.60	\$ 3,966.90	0.00	100.00%
2.06	Subbase, Modified	SY	3,568.00		3,568.00	\$ 8.50	\$ 30,328.00		\$ -	3,568.00	3,568.00	\$ 30,328.00	0.00	100.00%
2.07	Compaction Testing	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	1.00	\$ 3,000.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
3.01	Trench Compaction Testing	LS	1.00		1.00	\$ 3,000.00	\$ 3,000.00		\$ -	1.00	1.00	\$ 3,000.00	0.00	100.00%
SEWERS AND DRAINS														
4.01	Storm Sewer, Trenched, RCP, 15 in. Dia.	LF	373.00		373.00	\$ 47.75	\$ 17,810.75		\$ -	373.00	373.00	\$ 17,810.75	0.00	100.00%
4.02	Storm Sewer, Trenched, RCP, 18 in. Dia.	LF	67.00		67.00	\$ 62.00	\$ 4,154.00		\$ -	67.00	67.00	\$ 4,154.00	0.00	100.00%
4.03	Storm Sewer, Trenched, RCP, 24 in. Dia.	LF	270.00		270.00	\$ 86.35	\$ 23,314.50		\$ -	270.00	270.00	\$ 23,314.50	0.00	100.00%
4.04	Footing Drain Collector/Subdrain, Corrugated PVC, 8 in. Dia.	LF	1,442.00	(62.00)	1,380.00	\$ 31.00	\$ 42,780.00		\$ -	1,380.00	1,380.00	\$ 42,780.00	0.00	100.00%
4.05	Footing Drain Outlets and Connections, 8 in. Dia.	EA	12.00	(1.00)	11.00	\$ 488.00	\$ 5,148.00		\$ -	11.00	11.00	\$ 5,148.00	0.00	100.00%
4.06	Storm Sewer Service Sub, PVC, 1-1/2 in. Dia.	EA	14.00	(2.00)	12.00	\$ 941.00	\$ 11,292.00		\$ -	12.00	12.00	\$ 11,292.00	0.00	100.00%
4.07	Removal of Existing Subdrain Cleanout	EA	2.00		2.00	\$ 178.00	\$ 356.00		\$ -	2.00	2.00	\$ 356.00	0.00	100.00%
WATER MAINS AND APPURTENANCES														
5.01	Water Main, Trenched, PVC C900, 8 in. Dia.	LF	243.00		243.00	\$ 31.00	\$ 7,533.00		\$ -	243.00	243.00	\$ 7,533.00	0.00	100.00%
5.02	Water Main, Trenched, DIP, 8 in. Dia.	LF	609.00		609.00	\$ 47.75	\$ 29,079.75		\$ -	609.00	609.00	\$ 29,079.75	0.00	100.00%
5.03	Fitting, 6 in.	EA	3.00		3.00	\$ 434.00	\$ 1,302.00		\$ -	3.00	3.00	\$ 1,302.00	0.00	100.00%
5.04	Fitting, 8 in.	EA	8.00	2.00	10.00	\$ 812.00	\$ 8,120.00		\$ -	10.00	10.00	\$ 8,120.00	0.00	100.00%
5.05	Water Service, Polyethylene, 3/4 in. Dia., Near Side	EA	4.00		4.00	\$ 1,551.00	\$ 6,204.00		\$ -	4.00	4.00	\$ 6,204.00	0.00	100.00%
5.06	Water Service, Polyethylene, 3/4 in. Dia., Far Side	EA	6.00		6.00	\$ 1,847.75	\$ 11,086.50		\$ -	6.00	6.00	\$ 11,086.50	0.00	100.00%
5.07	Water Service, Polyethylene, 2 in. Dia., Near Side	EA	1.00		1.00	\$ 2,118.75	\$ 2,118.75		\$ -	1.00	1.00	\$ 2,118.75	0.00	100.00%
5.08	Removal of Water Main	LF	890.00		890.00	\$ 18.50	\$ 16,465.00		\$ -	890.00	890.00	\$ 16,465.00	0.00	100.00%
5.09	Water Main, Temporary, PEX, 2 in. Dia.	LF	1,200.00	(27.00)	1,173.00	\$ 30.00	\$ 35,190.00		\$ -	1,173.00	1,173.00	\$ 35,190.00	0.00	100.00%
5.10	Valve, Gate, 8 in.	EA	4.00		4.00	\$ 1,794.00	\$ 7,176.00		\$ -	4.00	4.00	\$ 7,176.00	0.00	100.00%
5.11	Fire Hydrant Assembly	EA	2.00		2.00	\$ 4,688.00	\$ 9,376.00		\$ -	2.00	2.00	\$ 9,376.00	0.00	100.00%
5.12	Fire Hydrant Assembly Removal	EA	1.00		1.00	\$ 534.00	\$ 534.00		\$ -	1.00	1.00	\$ 534.00	0.00	100.00%
5.13	Valve Removal	EA	3.00		3.00	\$ 534.00	\$ 1,602.00		\$ -	3.00	3.00	\$ 1,602.00	0.00	100.00%
5.14	Valve, Gate, Remove, Salvage, and Reinstall, 8 in.	EA	1.00		1.00	\$ 675.00	\$ 675.00		\$ -	1.00	1.00	\$ 675.00	0.00	100.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
6.01	Manhole, SW-402, 4' X 4'	EA	1.00		1.00	\$ 6,995.00	\$ 6,995.00		\$ -	1.00	1.00	\$ 6,995.00	0.00	100.00%
6.02	Intake, SW-501	EA	2.00		2.00	\$ 2,975.00	\$ 5,950.00		\$ -	2.00	2.00	\$ 5,950.00	0.00	100.00%
6.03	Intake, SW-505	EA	5.00		5.00	\$ 4,396.00	\$ 21,980.00		\$ -	5.00	5.00	\$ 21,980.00	0.00	100.00%
6.04	Intake, SW-505, Modified, Type 1, Cast-In-Place	EA	2.00		2.00	\$ 8,275.00	\$ 16,550.00		\$ -	2.00	2.00	\$ 16,550.00	0.00	100.00%
6.05	Intake, SW-505, Modified, Type 2, Cast-In-Place	EA	1.00		1.00	\$ 8,882.00	\$ 8,882.00		\$ -	1.00	1.00	\$ 8,882.00	0.00	100.00%
6.06	Manhole Adjustment, Sanitary, Major	EA	3.00		3.00	\$ 3,120.00	\$ 9,360.00		\$ -	3.00	3.00	\$ 9,360.00	0.00	100.00%
STREETS AND RELATED WORK														
7.01	Pavement, PCC, Class C-SUD, 8 in.	SY	3,014.00		3,014.00	\$ 61.00	\$ 183,854.00		\$ -	3,014.00	3,014.00	\$ 183,854.00	0.00	100.00%
7.02	Beam Curb	LF	24.00		24.00	\$ 45.00	\$ 1,080.00		\$ -	24.00	24.00	\$ 1,080.00	0.00	100.00%
7.03	Plastic Concrete testing	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00		\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
7.04	Removal of Sidewalk and Driveway	SY	1,012.00	87.00	1,099.00	\$ 13.50	\$ 14,836.50		\$ -	1,099.00	1,099.00	\$ 14,836.50	0.00	100.00%
7.05	Removal of Curb	LF	24.00	2.50	26.50	\$ 34.50	\$ 914.25		\$ -	26.50	26.50	\$ 914.25	0.00	100.00%
7.06	Sidewalk, PCC, 4 in.	SY	606.00	6.00	612.00	\$ 45.00	\$ 27,540.00		\$ -	612.00	612.00	\$ 27,540.00	0.00	100.00%
7.07	Sidewalk, PCC, 6 in.	SY	28.00	71.00	99.00	\$ 60.00	\$ 5,940.00		\$ -	99.00	99.00	\$ 5,940.00	0.00	100.00%
7.08	Detachable Warnings, Polymer	SF	48.00		48.00	\$ 45.00	\$ 2,160.00		\$ -	48.00	48.00	\$ 2,160.00	0.00	100.00%
7.09	Driveway, Paved, PCC, 6 in.	SY	120.00	57.00	177.00	\$ 60.00	\$ 10,620.00		\$ -	177.00	177.00	\$ 10,620.00	0.00	100.00%

Date printed: 7/20/2022

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

7.10	Driveway, Paved, PCC, 7 in.	SY	229.00	(47.00)	182.00	\$ 65.00	\$ 11,830.00	\$ -	182.00	182.00	\$ 11,830.00	0.00	100.00%
7.11	Pavement Removal	SY	3,008.00	7.00	3,015.00	\$ 16.00	\$ 48,240.00	\$ -	3,015.00	3,015.00	\$ 48,240.00	0.00	100.00%
TRAFFIC CONTROL													
8.01	Temporary Traffic Control	LS	1.00		1.00	\$ 5,500.00	\$ 5,500.00	\$ -	1.00	1.00	\$ 5,500.00	0.00	100.00%
8.02	Portable Dynamic Message Sign (PDMS)	CDAY	10.00		10.00	\$ 200.00	\$ 2,000.00	\$ -	10.00	10.00	\$ 2,000.00	0.00	100.00%
8.03	Remove, Salvage, and Reinstall Sign	EA	8.00		8.00	\$ 200.00	\$ 1,600.00	\$ 200.00	7.00	7.00	\$ 1,600.00	0.00	100.00%
SITE WORK AND LANDSCAPING													
9.01	Conventional Seeding and Fertilizing, Type 1	AC	0.40	(0.17)	0.23	\$ 1,800.00	\$ 414.00	0.23	\$ 414.00	0.23	\$ 414.00	0.00	100.00%
9.02	Erosion Control Mutch, Gydomulch (BFM)	AC	0.40	0.23	0.63	\$ 3,500.00	\$ 2,205.00	0.23	\$ 805.00	0.40	\$ 1,400.00	0.00	100.00%
9.03	Inlet Protection Device, Rock	EA	11.00		11.00	\$ 250.00	\$ 2,750.00	\$ -	11.00	11.00	\$ 2,750.00	0.00	100.00%
9.04	Inlet Protection Device, Drop-In	EA	18.00		18.00	\$ 160.00	\$ 2,880.00	\$ -	18.00	18.00	\$ 2,880.00	0.00	100.00%
9.05	Inlet Protection Device, maintenance and Removal	EA	36.00		36.00	\$ 40.00	\$ 1,440.00	\$ 36.00	\$ 1,440.00		\$ 1,440.00	0.00	100.00%
MISCELLANEOUS													
11.01	Mobilization	LS	1.00		1.00	\$ 55,000.00	\$ 55,000.00	\$ -	1.00	1.00	\$ 55,000.00	0.00	100.00%
11.02	Maintenance of Solid Waste Collection	LS	1.00		1.00	\$ 5,000.00	\$ 5,000.00	\$ -	1.00	1.00	\$ 5,000.00	0.00	100.00%
11.03	Temporary Granular Sidewalk	SY	319.00		319.00	\$ 10.00	\$ 3,190.00	\$ -	319.00	319.00	\$ 3,190.00	0.00	100.00%
11.04	Temporary Pedestrian Ramp	EA	4.00		4.00	\$ 2,500.00	\$ 10,000.00	\$ -	4.00	4.00	\$ 10,000.00	0.00	100.00%
11.05	Concrete Washout, Roll-Off Container	LS	1.00		1.00	\$ 1,500.00	\$ 1,500.00	\$ -	1.00	1.00	\$ 1,500.00	0.00	100.00%
11.06	Orange Mesh Safety Fence	LS	1.00		1.00	\$ 6,000.00	\$ 6,000.00	\$ -	1.00	1.00	\$ 6,000.00	0.00	100.00%
CHANGE ORDER ITEMS													
12.01						\$ -	\$ -	\$ -			\$ -	0.00	0.00%
12.02						\$ -	\$ -	\$ -			\$ -	0.00	0.00%
12.03						\$ -	\$ -	\$ -			\$ -	0.00	0.00%
12.04						\$ -	\$ -	\$ -			\$ -	0.00	0.00%
12.05						\$ -	\$ -	\$ -			\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 794,139.90 PAY PERIOD = \$ 2,859.00

COMPLETED = \$ 794,139.90

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 19, 2021	\$ 80,313.00
2	August 16, 2021	\$ 108,605.66
3	August 20, 2021	\$ 275,399.68
4	October 18, 2021	\$ 213,155.78
5	November 15, 2021	\$ 74,242.74
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Previous Applications for Payment

No.	Date	Amount
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Record of Change Orders

No.	Date	Amount
1	November 15, 2021	\$ (4,589.35)
2	August 1, 2022	\$ 499.00
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CHANGE ORDER TOTAL = \$ (4,090.35)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	June 7, 2021

Full Completion

Contract Working Days:	75.0
Added by Change Order:	
Total Working Days:	75.0
Working Days Used to Date:	99.0
Working Days Remaining:	(24.0)

PREVIOUS PAY APP TOTAL = \$ 751,716.86

RESOLUTION

RESOLUTION ACCEPTING THE SE 8TH STREET RECONSTRUCTION – PHASE 2 PROJECT

WHEREAS, on the 1st day of February, 2021, the City of Ankeny entered into contract with Absolute Concrete Construction of Slater, Iowa, for the construction of certain public improvements generally described as construction of the SE 8th Street Reconstruction - Phase 2 project; and

WHEREAS, the contractor has fully completed the construction of the public improvements in accordance with the terms and conditions of the contract documents, as shown by the certificate of the Engineer filed with the Clerk on August 1, 2022.

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

Section 1. That the report of the Engineer be and the same is hereby approved and adopted, that the public improvements are hereby approved and accepted as having been fully completed in accordance with the contract documents and the total final construction cost thereof is hereby determined to be \$794,139.90 as shown in the report of the Engineer.

PASSED AND APPROVED on this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro Tem

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider a motion to adopt **RESOLUTION** accepting the Corporate Surety Bond for the Rock Creek Greenway Trail Improvements, in exchange for the deposit of funds previously approved in accordance with Iowa Code Section 573.4

EXECUTIVE SUMMARY:

This item formalizes an exchange of a traditional Corporate Surety Bond in lieu of a deposit of funds as previously approved by the City Council in accordance with Iowa Code Section 573.4. Since the time Council provided such approval to waive the Corporate Surety Bond requirement, the low bidder, Brothers Cleaning Corporation was able to successfully secure a 4-year performance, payment, and maintenance bond for the project. If this item is approved, the City will accept this Surety Bond and return the certified check, in the amount of \$112,905, to Brothers Cleaning Corporation.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

The City Manager recommends approval of this Resolution as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

May 2, 2022 the City Council approved a Resolution ordering construction and setting the bid opening date as May 31, 2022 and setting the public hearing date as June 6, 2022; June 6, 2022 the City Council approved Resolution adopting plans, specifications, form of contract, estimate of cost and bids; July 5, 2022 City Council approved Resolution awarding the contract and accepting deposit of funds in lieu of a corporate surety bond in accordance with Iowa Code Section 573.4.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bond

Council Member _____ introduced the following Resolution entitled "RESOLUTION ACCEPTING THE CORPORATE SURETY BOND FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS IN EXCHANGE FOR THE DEPOSIT OF FUNDS PREVIOUSLY APPROVED IN ACCORDANCE WITH IOWA CODE SECTION 573.4", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ACCEPTING THE CORPORATE SURETY BOND FOR THE ROCK CREEK GREENWAY TRAIL IMPROVEMENTS IN EXCHANGE FOR THE DEPOSIT OF FUNDS PREVIOUSLY APPROVED IN ACCORDANCE WITH IOWA CODE SECTION 573.4

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

That the surety bond executed and provided for the construction of certain public improvements described in general as the Rock Creek Greenway Trail Improvements, and as described in detail in the plans and specifications heretofore approved, is hereby accepted as the Corporate Surety Bond, and is hereby exchanged for the deposit of funds previously approved in accordance with Iowa Code Section 573.4, the same being hereby approved as follows:

Contractor:	<u>Brothers Cleaning Corporation</u> of <u>Des Moines, Iowa</u>
Amount of bid:	<u>\$112,905.00</u>
Bond surety:	<u>Selective Insurance Company of America</u>
Date of bond:	<u>July 13, 2022</u>
Portion of project:	<u>All construction work</u>

PASSED AND APPROVED this **1st** day of **August**, 2022.

Mayor

ATTEST:

City Clerk

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Brothers Cleaning Corporation, as Principal (hereinafter the "Contractor" or "Principal") and Selective Insurance Company of America, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred and Twelve Thousand, Nine Hundred and Five DOLLARS (\$112,905.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 6th day of June, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

ROCK CREEK GREENWAY TRAIL IMPROVEMENTS

Project includes all materials, equipment, transportation, labor and coordination needed to complete the work associated with constructing a PCC trail at Rock Creek Greenway in Ankeny, IA. Improvements include demolition, grading and storm sewer pipe install, PCC trail, surface restoration, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 13th day of July, 2022.

Surety Countersigned By:



Signature of Agent

Kory D. Boersma

Printed Name of Agent

Boersma Insurance Services, LLC

Company Name

100 Court Ave, Ste. 310

Company Address

Des Moines, IA 50309-2256

City, State, Zip Code

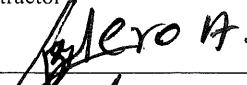
(515) 327-7033

Company Telephone Number

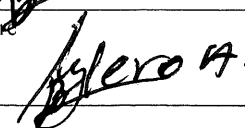
PRINCIPAL:

Brothers Cleaning Corporation

Contractor

By: 

Signature

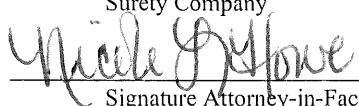


Title

SURETY:

Selective Insurance Company of America

Surety Company

By: 

Signature Attorney-in-Fact Officer

Nicole L. Howe, Attorney-in-Fact

Selective Insurance Company of America

Company Name

40 Wantage Avenue

Company Address

Branchville, NJ 07890

City, State, Zip Code

800-777-9565

Company Telephone Number

NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.



ALL NOTICES REGARDING CLAIMS AGAINST
THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA
Attention: BOND CLAIMS

P.O. Box 7265

London, KY 40742

Email address: CSVCenter@selective.com

Telefax: 866-324-3471

Phone: 866-455-9969

For all other inquiries not related to claims, contact
Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890
1-800-777-9656
1-973-948-3000

SELECTIVE

BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1264795

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

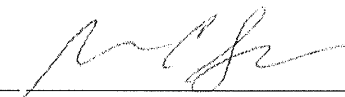
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Nicole L. Howe**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$500,000.00**

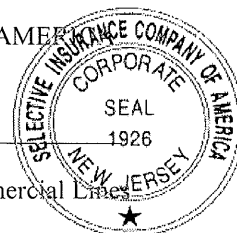
Signed this 13th day of July, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines

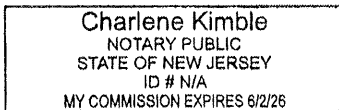


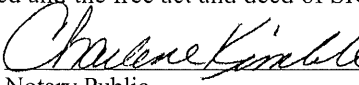
STATE OF NEW JERSEY :

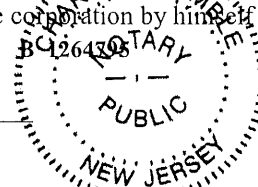
:ss. Branchville

COUNTY OF SUSSEX :

On this 13th day of July, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



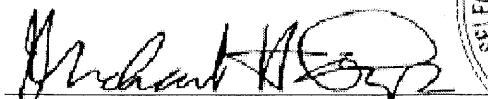
The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 13th day of July, 2022.


Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Consider motion to adopt:

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Casey's, 1024 E 1st St. – January 24, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Casey's, 1024 E 1st St, Ankeny – April 27, 2022 – second violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Central Iowa Vapors, 207 NE Delaware Ave, #2, Ankeny – January 24, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Grubb's Pubb, 1165 SW Ordinance Rd, Ankeny – January 16, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Hy-Vee #2, 1710 SW Oralabor Rd, Ankeny – February 11, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Kum & Go, 1910 SW White Birch Cir, Ankeny – January 24, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Kum & Go, 1910 SW White Birch Cir, Ankeny – April 27, 2022 – second violation (date of hrg: 9/6/22 @ 5:30 p.m.)

RESOLUTION authorizing public hearing on the 2022 Tobacco Compliance Check for Leaf Brothers Cigar, 1924 SW 3rd St, Ankeny – February 11, 2022 – first violation (date of hrg: 9/6/22 @ 5:30 p.m.)

EXECUTIVE SUMMARY:

The action before the City Council is the adoption of Resolutions regarding public hearings on violations of tobacco sales during 2022.

In accordance with the Iowa Code Section 453A.2(1) and the City of Ankeny Code of Ordinances Chapter 46.01, "Cigarettes and Tobacco," 2022 Tobacco Compliance Checks were performed and the following have been cited by the Ankeny Police Department.

1. Casey's, 1024 E 1st St, Ankeny – January 24, 2022 – first violation
2. Casey's, 1024 E 1st St, Ankeny – April 27, 2022 – second violation
3. Central Iowa Vapors, 207 NE Delaware Ave, #2, Ankeny – January 24, 2022 – first violation
4. Grubb's Pubb, 1165 SW Ordinance Rd, Ankeny – January 16, 2022 – first violation
5. Hy-Vee #2, 1710 SW Oralabor Rd, Ankeny – February 11, 2022 – first violation

6. Kum & Go, 1910 SW White Birch Cir, Ankeny – January 24, 2022 – first violation

7. Kum & Go, 1910 SW White Birch Cir, Ankeny – April 27, 2022 – second violation

8. Leaf Brothers Cigar, 1924 SW 3rd St, Ankeny – February 11, 2022 – first violation

Copies of violations are available, for your review, in the Office of the City Clerk.

FISCAL IMPACT: Yes

Approval of this specific item, setting a Public Hearing, does not carry a financial impact. However, subsequent action after the Public Hearing could impact future revenue received by the City. The City will receive a payment in the amount of three-hundred dollars (\$300) for first violations and fifteen-hundred dollars (\$1,500) for second violations.

CITY MANAGER'S RECOMMENDATIONS:

The City Clerk recommends City Council approve the motion adopting the resolutions setting the Public Hearings for September 6, 2022 at 5:30 p.m.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution-Caseys 1st violation
 Resolution - Caseys- 2nd Violation
 Resolution - Central Iowa Vapors 1st violation
 Resolution - Grubb's Pubb 1st violation
 Resolution - Hy-Vee #2 1st violation
 Resolution - Kum & Go 1st violation
 Resolution - Kum & Go 2nd violation
 Resolution Leaf Brothers Cigar 1st violation

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on January 24, 2022, Ankeny tobacco permit holder Casey's 1024 E 1st St., Ankeny, IA 50021, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age".

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

WHEREAS, a public hearing is proper prior to consideration of said penalty enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that a public hearing on the violations is hereby set for September 6, 2022 at 5:30 p.m. in the Council Chambers in Ankeny, Iowa.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code section 372.2.

APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on April 27, 2022, Ankeny tobacco permit holder, Casey's 1024 E 1st St., Ankeny, IA 50021, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age".

WHEREAS, Iowa Code Section 453A.22(2)(b) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Fifteen Hundred Dollars (\$1,500.00) for a second violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

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APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on January 24, 2022, Ankeny tobacco permit holder Central Iowa Vapors 207 NE Delaware Ave, #2, Ankeny, IA 50021, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age”.

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

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APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on January 16, 2022, Ankeny tobacco permit holder Grubb's Pub, 1165 SW Ordinance Rd., Ankeny, IA 50023, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age".

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

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APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on February 11, 2022, Ankeny tobacco permit holder Hy-Vee #2, 1710 SW Oralabor Rd., Ankeny, IA 50023, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age”.

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

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APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on January 24, 2022, Ankeny tobacco permit holder Kum & Go, 1910 SW White Birch Cir., Ankeny, IA 50023, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age”.

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

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NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code section 372.2.

APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on April 27, 2022, Ankeny tobacco permit holder, Kum & Go, 1910 SW White Birch Cir., Ankeny, IA 50023 sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age”.

WHEREAS, Iowa Code Section 453A.22(2)(b) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Fifteen Hundred Dollars (\$1,500.00) for a second violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

WHEREAS, a public hearing is proper prior to consideration of said penalty enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that a public hearing on the violations is hereby set for September 6, 2022 at 5:30 p.m. in the Council Chambers in Ankeny, Iowa.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code Section 372.2.

APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

RESOLUTION NO. 2022-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on February 11, 2022, Ankeny tobacco permit holder Leaf Brothers Cigar, 1924 SW 3rd St., Ankeny, IA 50023, sold cigarettes or tobacco products to a person under twenty-one years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age”.

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

WHEREAS, a public hearing is proper prior to consideration of said penalty enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Ankeny, Iowa, that a public hearing on the violations is hereby set for September 6, 2022 at 5:30 p.m. in the Council Chambers in Ankeny, Iowa.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Ankeny, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code section 372.2.

APPROVED this ____ day of _____, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Motion

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Consider motion authorizing the City of Ankeny to enter into a contract with All Community Events, Inc. for the Jack O' Lantern World special event.

EXECUTIVE SUMMARY:

The City has been requested to allow the use of City property, at the Prairie Ridge Sports Complex, by All Community Events (ACE) in support of the Jack O' Lantern World event, located on City property. The term of this Agreement shall commence on the 16th day of September 2022, and shall last the duration of the Event, terminating on the 14th day of November 2022.

ACE agrees to begin preparing the City Property for the Event beginning on the 16th day of September 2022 and agrees to begin operating the Event on the 30th day of September 2022. ACE agrees to operate the Event on Thursday, Friday, Saturday and Sunday of each week. ACE shall have the option to operate the Event on select Wednesdays provided that demand for the Event is sufficient. ACE agrees to open the Event each day at sunset and to close the Event on Thursdays at 9:30 p.m., Fridays at 11:00 p.m., Saturdays at 11:00 p.m. and Sundays at 9:30 p.m.. ACE agrees to close the Event on the 31st day of October, 2022. ACE shall have

all Event materials removed from the City Property no later than the date of termination of the Term.

FISCAL IMPACT: Yes

ACE shall charge an admission fee to attendees. ACE shall pay to City five percent (5%) of all base admission fees, five percent (5%) of all revenue received by ACE from concessions and five percent (5%) of all sponsorship revenue within thirty (30) days of the termination of the Term of this Agreement.

CITY MANAGER'S RECOMMENDATIONS:

Approve agreement with All Community Events, Inc. for the 2022 Jack O' Lantern World special event.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement
 Route Map
 Jack O' Lantern World Presentation

EVENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between City of Ankeny Parks, an Iowa municipal corporation (hereinafter "City"), and All Community Events, Inc. (hereinafter "ACE").

WHEREAS, the City has been requested to allow the use of City property by ACE in support of the Jack O' Lantern World event (the "Event") located on City property;

WHEREAS, the City is the owner of certain property located in the City of Ankeny and as shown on Exhibit "A", which property has been requested by ACE to be approved for closure during the Event (collectively referred to herein as the "City Property");

WHEREAS, the City also is the owner of the certain parking lots located within the City of Ankeny and shown on Exhibit "A", adjacent to the Prairie Ridge Aquatic Center, which parking lots have been requested by ACE to be used by ACE for the Event (collectively referred to herein as the "City Parking Lots");

WHEREAS, ACE and the City desire that the City Property and City Parking Lots (collectively referred to herein as the "Event Property") be used for the purpose of the Event; and

WHEREAS, ACE has requested and the City desires to provide services for the support of the Event in consideration of sums paid by ACE to City and hereinafter described.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Term of Agreement:** The term of this Agreement shall commence on the 16th day of September 2022, and shall last the duration of the Event, terminating on the 14th day of November 2022 (the "Term").
- 2. Location; Use:** ACE is hereby authorized to use the Event Property for the purposes of the Event during the Term. ACE agrees to begin preparing the City Property for the Event beginning on the 16th day of September 2022 and agrees to begin operating the Event on the 30th day of September 2022. ACE agrees to operate the Event on Thursday, Friday, Saturday and Sunday of each week. ACE shall have the option to operate the Event on select Wednesdays provided that demand for the Event is sufficient. ACE agrees to open the Event each day at sunset and to close the Event on Thursdays at 9:30 p.m., Fridays at 11:00 p.m., Saturdays at 11:00 p.m. and Sundays at 9:30 p.m.. ACE agrees to close the Event on the 31st day of October, 2022. ACE shall have all Event materials removed from the City Property no later than the date of termination of the Term.
- 3. Payment due City:** ACE shall charge an admission fee to attendees. ACE shall pay to City five percent (5%) of all base admission fees, five percent (5%) of all revenue received by ACE from concessions and five percent (5%) of all sponsorship revenue within thirty (30) days of the termination of the Term of this Agreement.
- 4. Duties and Obligations of ACE:** Duties and obligations of ACE shall include, but are not limited to, those as described herein:

- a) Operation of the Event, including all staffing necessary for the Event.
- b) Security during select non-operational hours.
- c) All equipment needed to produce the Event.
- d) Generators for Event power.
- e) Portable restrooms.
- f) Dumpster and garbage bins.
- g) Temporary fence.
- h) ACE shall hire licensed food vendors and concessions.
- i) ACE shall have speakers playing music at low levels at each installation during hours of operation.
- j) ACE shall complete the City's Special Event permitting process.
- k) All vendors/food trucks must go through the City's approval process. Application fees will be waived, except for background check items and the fee(s) associated with that process paid.

5. Duties and Obligations of City: Duties and obligations of the City shall be as follows:

- a) City shall allow ACE to store event-related trailers in the City Parking Lots.
- b) City shall allow a licensed ACE vendor to sell alcohol in the permitted area. Alcohol will not be allowed on school premises.
- c) City shall allow all Event attendees to park in the City Parking Lots free of charge.
- d) City shall allow ACE to obtain exclusive vendor rights for the Event.
- e) City shall allow ACE to construct temporary fencing around the premises of the route within the City Property for additional security.

6. Liability of City: The City shall not be liable for any damage, loss or injury to the person, property or effects of ACE or any vendor, agent, servant, employee, patron or participant in the Event, in or about the Event Property during the Event other than through the negligence attributed to the City. To the fullest extent permitted by law, ACE shall defend, hold harmless and indemnify the City from and against all claims, actions, liabilities, damages, losses, costs and expenses (including, without limitation, injury to or death of any persons and damage to property, economic and consequential damages and attorneys' fees) asserted by third parties against City arising out of negligent acts, errors or omissions or breach of the obligations set forth in this Agreement by ACE, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. However, ACE shall not be required to indemnify the City from the consequences of the City's own negligence.

7. Insurance: ACE shall carry and maintain during the entire term hereof at ACE's sole cost and expense, broad form commercial liability insurance with limits of not less than Two Million Dollars (\$2,000,000). City shall be named as an additional insured on said policy. ACE shall provide City with the certificate and additionally insured endorsement verifying that said insurance is in full force and effect, not less than twenty (20) days prior to the start of the Term. ACE shall be responsible for insuring its own personal property, and the City shall have no responsibility for insuring the same.

8. Completeness of Agreement and Modification: This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

9. **Certification of Authority:** The undersigned certify that the persons executing this agreement on behalf of the City and ACE have legal authority to enter into this agreement on behalf of the City and ACE respectively and have full authority to bind the City and ACE in a valid Agreement on the terms herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written:

City of Ankeny, Iowa

All Community Events, Inc.

By: _____
Bobbi Bentz, Mayor Pro tem

By: Robert Jaenicke
Name: Robert Jaenicke
Title: Event Manager

Attest:

By: _____
Michelle Yuska, City Clerk

All Community Events Jack O'lantern World Proposed Route





Jack O'lantern World

A FUN AND WHIMSICAL EXPERIENCE OF ART, NATURE & FALL.
FAMILY-FRIENDLY & NOT SCARY AT ALL!

BY:

All Community Events, Inc.

All Community Events, Inc.

All Community Events, Inc. has been proudly organizing events for 16 years. Based in Illinois we specialize in seasonal light festivals and run/walk events throughout the country. Over the years our events have served over a million attendees and have raised well over a million dollars for charity.



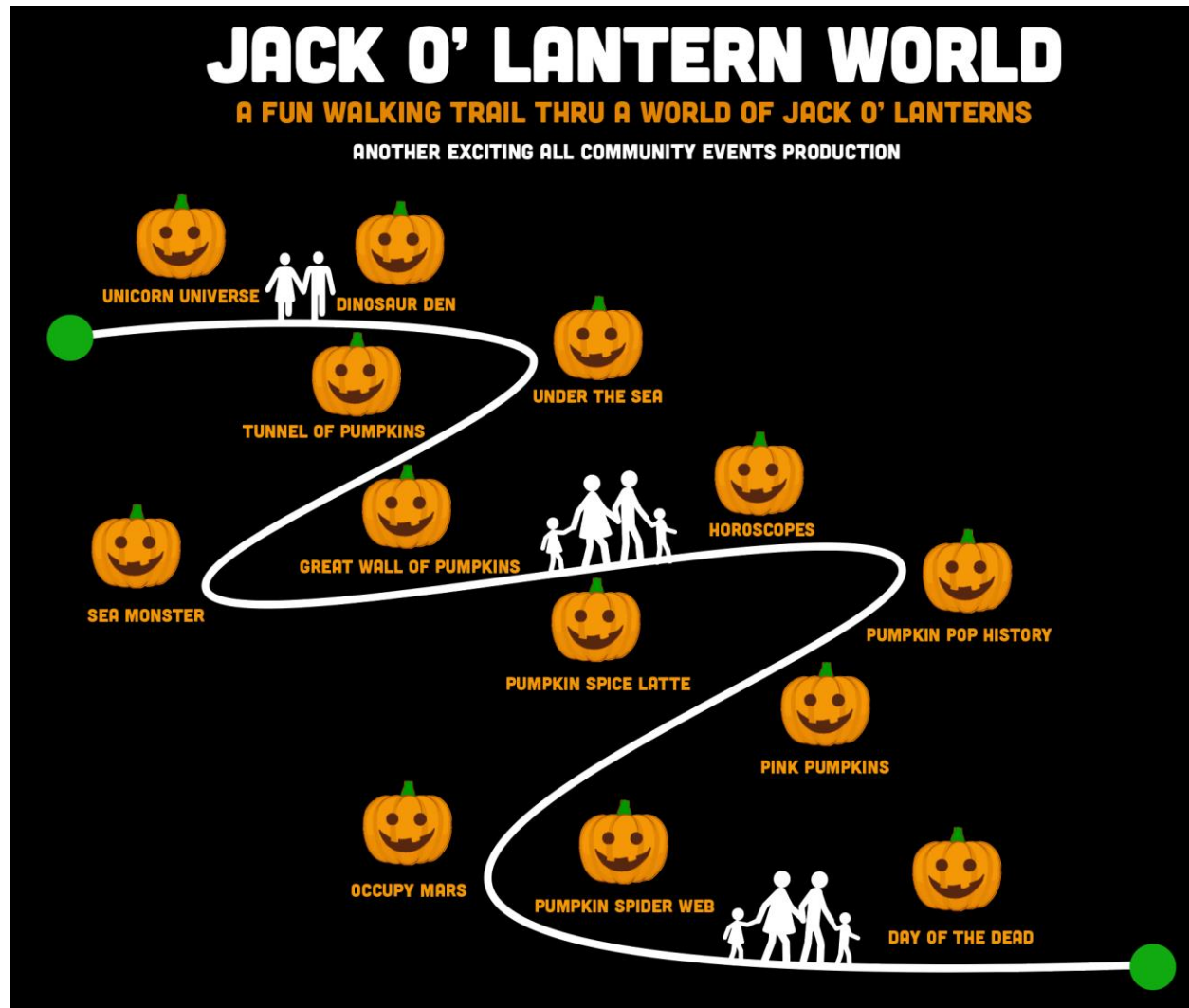
What is Jack O'lantern World?

Be a part of All Community Events' world of 5000 Jack O'lanterns. The experience is designed to be a family-friendly option for the community to celebrate Halloween and fall. The half-mile long walk is designed to be an unbelievable experience merging 5000 hand-carved pumpkins with art and nature. The event is planned to operate through the month of October.



What Can I expect to see at Jack O'lantern World?

Attendees will experience about 17 installations made up of 1000s of pumpkins along a half-mile trail walk.



Important Notes about the Event

Tickets– Ticket required for entry. Children Tickets \$12-\$15 and Adult Tickets \$20-\$22

Days of Operation – Thursday-Sunday in the month of October. Typically, the show starts at sunset and ends at 9:00 pm on Thursday and Sunday, 10:00 pm on Friday and Saturday.

Estimated Daily Attendance – 1,000-4,000 people a night depending on the day of the week. No daytime attendance.

Park Access - The park would remain open to the public in all areas not fenced in as shown on included proposed maps. The event operates at night.

Electrical - We supply all of our own power using inverter whisper style generators. As we use very minimal power, some venues have power that they allow us to use. It is all venue specific.

Security - We would provide our own security as needed.

Toilets – We will Supply our own Port-a-Potties

Impact on Local Businesses - In our other Jack O’lantern World location, the Village communicated to us that restaurants in the area as much as tripled their typical October business.

Sound – We do have sound at each of the ~17 displays along the walk, but it is played at a level in which you can only hear it if you are standing at that display. Our other show is next to a neighborhood, and there were zero issues with sound.

Community Feedback - The community was ecstatic about the event! The mayor even came out and wanted to make sure that this was going to be an annual tradition.

Charity – Typically, we partner with a local charity partner at each one of our events. Last year, company-wide our events helped raise over a half a million dollars company wide.



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-46

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-46

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SW Oralabor Road & SW State Street - Oralabor Gateway Trail (PH 2022-57)

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:
Action: Consider motion to adopt RESOLUTION approving and authorizing the

acquisition of property and property interests for the Oralabor Gateway Trail - SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 NOI Exhibit

RESOLUTION 2022-XXX

**A RESOLUTION APPROVING AND AUTHORIZING THE ACQUISITION
OF PROPERTY AND PROPERTY INTERESTS FOR THE
ORALABOR GATEWAY TRAIL – SW STATE STREET GRADE SEPARATED
CROSSING AND SW ORALABOR ROAD AND SW STATE STREET SAFETY
IMPROVEMENTS PROJECT**

WHEREAS, in accordance with Iowa Code requirements, notices were mailed to affected property owners identifying 5:30 P.M. on the 1st day of August, 2022, in the City Council Chambers, Ankeny Kirkendall Public Library, 1250 SW District Drive, Ankeny, Iowa, 50023 as the time, place, and manner for which an opportunity is provided for public input into the consideration to proceed with the Oralabor Gateway Trail – SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ankeny, Iowa, that all objections and/or endorsements have been fully reviewed and considered, having obtained public input on the question of proceeding with the public improvement and the acquisition or condemnation of property and property interests for said project known as the Oralabor Gateway Trail – SW State Street Grade Separated Crossing and SW Oralabor Road and SW State Street Safety Improvements project; and

BE IT FURTHER RESOLVED, that this Council hereby determines that it is necessary and advisable to construct said public improvement; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with said public improvement; and

BE IT FURTHER RESOLVED, that the City staff or its designee be and is hereby authorized to proceed with the necessary activities and negotiations to acquire by purchase, gift or condemnation, subject to approval by this Council, the necessary property and/or property interests required for the construction of said public improvement.

DATED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

ORALABOR GATEWAY TRAIL AND
SW ORALABOR ROAD / SW STATE STREET
INTERSECTION SAFETY IMPROVEMENTS

Right of Way and Easement Legend

———— Right of Way / Parcel Line

 Proposed Temporary Easement

☐ Proposed Permanent Easement

 Proposed Right of Way

▲ Proposed Right of Way

△ Existing Right of Way

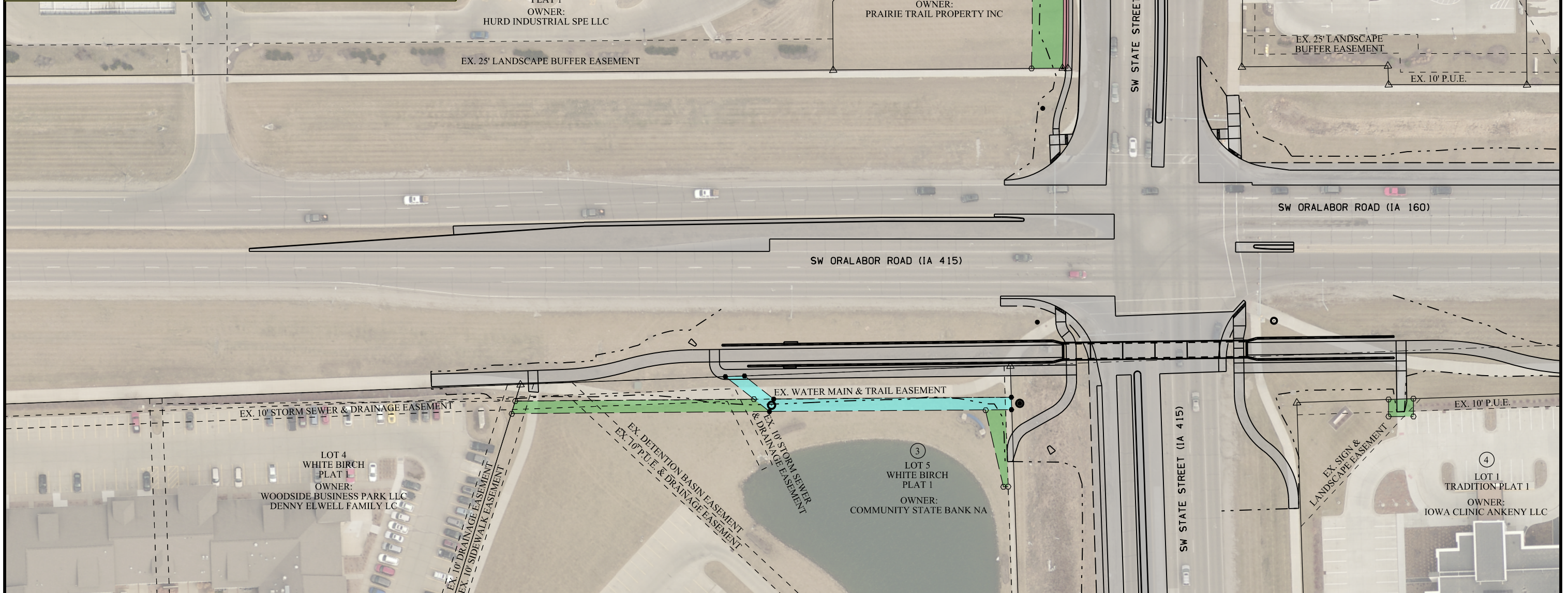
Existing and Proposed Right of Way

	Easement and Existing Right of Way
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Proposed Easement (Temporary)

Proposed Easement

For Information Only



FILE NO.

ENGLISH

DESIGN TEAM \ City of Ankeny \ HR Green, Inc

POLK COUNTY

PROJECT NUMBER

TAP-T-0187(650)--8V-77

SHEET NUMBER	H.0
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ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed 2022 Prairie Ridge Aquatic Center - Resurfacing (PH 2022-58)

EXECUTIVE SUMMARY:

The Prairie Ridge Aquatic Center - Resurfacing Project includes replacement of the existing Diamond Brite pool surface that has been in service for 26 seasons. The typical useful life for this type of pool surface is approximately 15 seasons. The project as presented includes all of the necessary labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete installation.

The bid opening for this project was held on Tuesday, July 26, 2022. Three (3) bids were received as follows:

1. Splash Pool & Spa LLC	\$292,200.00
--------------------------	--------------

- | | |
|---------------------------------|--------------|
| 2. Mid-American Pool Renovation | \$295,000.00 |
| 3. Ball Teams LLC | \$481,000.00 |

The Engineer's Estimate for the project was \$225,000.00. Low bid is approximately 30% above the estimate. It is recommended that the project be awarded to Splash Pool & Spa LLC from Cedar Rapids, Iowa.

Pending project approval and award by the City Council, work on the improvement shall commence any time after a written Notice to Proceed is issued, no later than August 19th, 2022. Site preparation can begin in late August 2022 with the surface installation to begin in April 2023. The Contractor shall fully complete the project no later than May 1, 2023.

FISCAL IMPACT: **Yes**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION
 adopting plans, specifications, form of contract and estimate of cost \$225,000.00; 2)
receive and file report of bids received July 26, 2022; 3) adopt
RESOLUTION making award of construction contract with Splash Pool
& Spa in the amount of \$292,200.00; and 4) adopt RESOLUTION
 approving contract and bonds with Splash Pool & Spa in the amount of \$292,200.00.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Bid Sheet
 Bid Tab
 Location Map
 Contract
 Bond
 Resolution - Plans, Specs
 Resolution - Making Award
 Resolution - Approving contract



BID LETTING

10:30 A.M.

JULY 26, 2022

2022 PRAIRIE RIDGE AQUATIC CENTER – RESURFACING

The purpose of this meeting is to receive, open and tabulate bids for construction of the 2022 Prairie Ridge Aquatic Center - Resurfacing project in accordance with the Plans and Specifications prepared by City of Ankeny Parks & Recreation Staff.

Nick Lenox, Parks & Recreation Director

Project Estimate of Cost \$ 225,000

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) _____	<u>Splash Pool + Spa</u> <u>5454 Center Point Rd NE</u> <u>Cedar Rapids IA 52402</u>	<u>292,200</u>	<u>—</u>
2) _____	<u>Mid-America Pool Renovation</u> <u>5929 E 154th Terrace</u> <u>Grandview MO 64030</u>	<u>295,000</u>	<u>—</u>
3) _____	<u>Ball Teams LLC</u> <u>10550 New York Ave Ste 100</u> <u>Urbandale IA 50322</u>	<u>481,000</u>	<u>—</u>
4) _____	_____	_____	_____
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) _____	_____	_____	_____

8) _____	_____	_____	_____

9) _____	_____	_____	_____

10) _____	_____	_____	_____

11) _____	_____	_____	_____

12) _____	_____	_____	_____

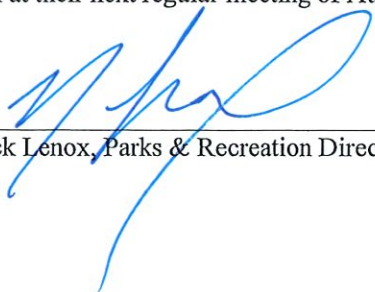
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of August 1, 2022 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Nick Lenox, Parks & Recreation Director

ITEM NO.	SUDAS NO.	ITEM	UNIT	TOTAL QTY	AS-BUILT QTY
		EARTHWORK			
		TRENCH EXCAVATION AND BACKFILL			
		SEWERS AND DRAINS			
		WATER MAINS AND APPURTENANCES			
		STRUCTURES FOR SANITARY AND STORM SEWERS			
		STREETS AND RELATED WORK			
		TRAFFIC CONTROL			
		SITE WORK AND LANDSCAPING			
		DEMOLITION			
		MISCELLANEOUS			

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
0.00	0	0	0	\$	\$
	TRENCH EXCAVATION AND BACKFILL				
0.00	0	0	0	\$	\$
	SEWERS AND DRAINS				
0.00	0	0	0	\$	\$
	WATER MAINS AND APPURTENANCES				
0.00	0	0	0	\$	\$
	STRUCTURES FOR SANITARY AND STORM SEWERS				
0.00	0	0	0	\$	\$
	STREETS AND RELATED WORK				
0.00	0	0	0	\$	\$
	TRAFFIC CONTROL				
0.00	0	0	0	\$	\$
	SITE WORK AND LANDSCAPING				
0.00	0	0	0	\$	\$
	DEMOLITION				
0.00	0	0	0	\$	\$
	MISCELLANEOUS				
0.00	0	0	0	\$	\$

TOTAL AMOUNT BID =

\$

Item No.	Item	Unit	Total	Unit Price	Total Price
	EARTHWORK				
0.00	0	0	0	\$	\$
	TRENCH EXCAVATION AND BACKFILL				
0.00	0	0	0	\$	\$
	SEWERS AND DRAINS				
0.00	0	0	0	\$	\$
	WATER MAINS AND APPURTENANCES				
0.00	0	0	0	\$	\$
	STRUCTURES FOR SANITARY AND STORM SEWERS				
0.00	0	0	0	\$	\$
	STREETS AND RELATED WORK				
0.00	0	0	0	\$	\$
	TRAFFIC CONTROL				
0.00	0	0	0	\$	\$
	SITE WORK AND LANDSCAPING				
0.00	0	0	0	\$	\$
	DEMOLITION				
0.00	0	0	0	\$	\$
	MISCELLANEOUS				
0.00	0	0	0	\$	\$

TOTAL CONTRACT AMOUNT =

\$

Engineer's Opinion of Probable Construction Costs Project Title Project Description Bid Date						
Item No.	SUDAS No.	Item	Unit	Total	Unit Price	Total Price
		EARTHWORK				
0.00	0	0	0	0	\$ -	\$ -
		TRENCH EXCAVATION AND BACKFILL				
0.00	0	0	0	0	\$ -	\$ -
		SEWERS AND DRAINS				
0.00	0	0	0	0	\$ -	\$ -
		WATER MAINS AND APPURTENANCES				
0.00	0	0	0	0	\$ -	\$ -
		STRUCTURES FOR SANITARY AND STORM SEWERS				
0.00	0	0	0	0	\$ -	\$ -
		STREETS AND RELATED WORK				
0.00	0	0	0	0	\$ -	\$ -
		TRAFFIC CONTROL				
0.00	0	0	0	0	\$ -	\$ -
		SITE WORK AND LANDSCAPING				
0.00	0	0	0	0	\$ -	\$ -
		DEMOLITION				
0.00	0	0	0	0	\$ -	\$ -
		MISCELLANEOUS				
0.00	0	0	0	0	\$ -	\$ -

Subtotal = \$ -

Construction Contingency, 0% = \$ -

Engineering Services = \$ -

Right-of-Way Acquisition = \$ -

Total Estimated Cost = \$ -

Bid Tabulation 2022 Prairie Ridge Aquatic Center - Resurfacing Project 26-Jul-22													
		Engineer's Estimate			Splash Pool & Spa Cedar Rapids, Iowa			Mid-American Pool Renovation Grandview, Missouri			Ball Teams, LLC Urbandale, Iowa		
Item	Unit	Quant.	Unit Price	Total Price	Quant.	Unit Price	Total Price	Total	Unit Price	Total Price	Quant.	Unit Price	Total Price
Base Bid	LS	1	\$225,000.00	\$225,000.00	1	\$292,200.00	\$292,200.00	1	\$295,000.00	\$295,000.00	1	\$481,000.00	\$481,000.00

Item No.	Item	Unit	Total	Unit Price	Total Price
	0				
#####	Base Bid	LS	1	\$292,200.00	\$292,200.00
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!
	#REF!				
#####	#REF!	#REF!	#REF!	#REF!	#REF!

TOTAL CONTRACT AMOUNT =

#REF!



PRAIRIE RIDGE AQUATIC CENTER
MAP IS FOR LOCATIONAL PURPOSES ONLY

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 1st day of August , 2022, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Splash Pool & Spa Builders, LLC., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2022 Prairie Ridge Aquatic Center – Resurfacing Project

2022 Prairie Ridge Aquatic Center – Resurfacing Project includes labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two hundred ninety-two thousand two hundred DOLLARS (\$292,200.00), 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 and Notice of Public Hearing as noted below:

The Contractor shall fully complete the project no later than **May 1, 2023**. Fully complete shall be defined as all work completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

By: _____

(Seal)

ATTEST:

Brittany M. Bell



CONTRACTOR:

Splash Pool & Spa Builders LLC

Contractor

By: _____

Signature

President

Title

5454 Cent-Point Road

Street Address

Cedar Rapids, IA 52402

City, State, Zip Code

319-200-7665

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1195-90 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.

INDIVIDUAL ACKNOWLEDGEMENT

State of Iowa)
) SS
Linn County)

On this 1st day of August, 20 22, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared WESTON DARLING ~~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.



Brit Bell
Notary Public in and for the State of Iowa
My commission expires November 23, 20 24

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of Iowa)
) SS
Linn County)

On this 1st day of August, 20 22, before me a Notary Public in and for said county, personally appeared WESTON DARLING to me personally known, who being by me duly sworn did say that person is PRESIDENT of said LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) NO SEAL HAS BEEN PROCURED, and that said instrument was signed and sealed on behalf of the said LLC, by authority of its managers and the said PRESIDENT acknowledged the execution of said instrument to be the voluntary act and deed of said WESTON DARLING, by it voluntarily executed.



Brit Bell
Notary Public in and for the State of Iowa
My commission expires November 23, 20 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 twenty percent (20%) or less of the amount bid shall not affect the bid price.

ITEM

UNIT: LUMP SUM

Prairie Ridge Aquatic Center Resurfacing Project

\$292,200.00

(To include all materials, labor, installation and cleanup)

Total Contract Amount

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Splash Pool and Spa Builders LLC, as Principal (hereinafter the "Contractor" or "Principal") and AUTOOWNERS INSURANCE COMPANY, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Oblige, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two hundred ninety-two thousand two hundred DOLLARS (\$292,200.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 1st day of August, 2022, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2022 Prairie Ridge Aquatic Center – Resurfacing Project

2022 Prairie Ridge Aquatic Center – Resurfacing Project includes labor, materials, equipment and supplies to remove and replace the existing Diamond Brite aggregate / plaster pool finish, apply Diamond Brite exposed aggregate finish (or equal), caulking all related finishes, final clean-up and all other miscellaneous associated repairs and work required for a complete installation.

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 **two (2)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 1ST day of AUGUST, 2022.

Surety Countersigned By:



Signature of Agent

AARON BROOKS

Printed Name of Agent

NEIGHBOR INSURANCE SRRVICES

Company Name

98 E WILLMAN ST

Company Address

HIAWATHA, IA, 52233

City, State, Zip Code

319-366-3221

Company Telephone Number

PRINCIPAL:

Splash Pool & Spa Builders LLC

Contractor

By: 

Signature

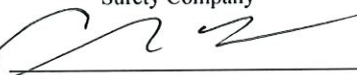
OWNER

Title

SURETY:

AUTOOWNERS INSURANCE

Surety Company

By: 

Signature Attorney-in-Fact Officer

AARON BROOKS

Printed Name of Attorney-in-Fact Officer

AUTOOWNERS INSURANCE COMPANY

Company Name

6101 ANACAPRI DR

Company Address

LANSING, MI. 48917

City, State, Zip Code

800-346-0346

Company Telephone Number



NOTE:

1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66392375

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint MARK A NEIGHBOR

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

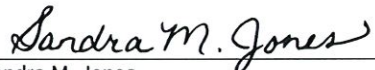

Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025.


Sandra M. Jones Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 27th day of July, 2022.




William F. Woodbury, First Vice President, Secretary and General Counsel

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE 2022
PRAIRIE RIDGE AQUATIC CENTER - RESURFACING
PROJECT

WHEREAS, on the 5th day of July, 2022, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project; and

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

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

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

PASSED AND APPROVED this 1st day of August, 2022.

Mayor Pro tem

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT", and moved:

☒ that the Resolution be adopted.

☐ ADJOURN to permit the Engineer to review and make recommendation on said bids, therefore defer action on the Resolution to the meeting to be held at _____ .M. on _____, 2022, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT

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

Section 1. That the following bid for the construction of certain public improvements described in general as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project, described in the plans and specifications heretofore adopted by this Council on August 1, 2022, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **Splash Pool & Spa Builders, LLC** of **Cedar Rapids, Iowa**

Amount of bid: **\$292,200.00**

Portion of project: All construction work

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

PASSED AND APPROVED this 1st day of August, 2022.

Bobbi Bentz, Mayor Pro tem

ATTEST:

Michelle Yuska, City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE 2022 PRAIRIE RIDGE AQUATIC CENTER - RESURFACING PROJECT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION APPROVING CONSTRUCTION CONTRACT
AND BOND FOR THE 2022 PRAIRIE RIDGE AQUATIC
CENTER - RESURFACING PROJECT

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

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the 2022 Prairie Ridge Aquatic Center - Resurfacing Project, and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Splash Pool & Spa Builders, LLC of Cedar Rapids, Iowa

Amount of bid: \$292,200.00

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 1st day of August, 2022.

Mayor Pro tem

ATTEST:

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



Print

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

August 1, 2022
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- ***Regular Council Meeting - 8/15/22 @ 5:30 p.m.***
- ***Public Hearing - 2022 Tobacco Compliance Checks - 9/6/22 @ 5:30 p.m.***
- ***Regular Council Meeting - 9/19/22 @ 5:30 p.m.***

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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No Attachments Available