



ANKENY CITY COUNCIL

Regular Meeting

Monday, July 3, 2023

5:30 PM

Ankeny Kirkendall Public Library - City Council Chambers

1250 SW District Drive, Ankeny, Iowa

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro-Tem

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

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

ELECTRONIC MEETING INFORMATION

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

Meeting ID: 973 1299 2966

Passcode: 1234

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

PROCEDURAL ACTIONS:

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

CEREMONY: none

A. PUBLIC FORUM: none

B. APPROVAL OF AGENDA:

1. Approval of the July 3, 2023 Agenda

Action# B1-1. Consider motion to approve and accept the July 3, 2023 agenda, with/without amendment.

C. PUBLIC HEARING(S):

1. PH 2023-42 Proposed SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement

Action# C1-1. Consider motion to close Public Hearing 2023-42.

2. PH 2023-43 Proposed Uptown Parking Improvements

Action# C2-1. Consider motion to close Public Hearing 2023-43.

3. PH 2023-44 Proposed The Westwinds, Plat 9, Storm Sewer Extension Project

Action# C3-1. Consider motion to close Public Hearing 2023-44.

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 June 19, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 2** Approval of official council actions of the special meeting of June 13, 2023, as published, subject to correction, as recommended by the City Clerk.
- CA - 3** Receive and file minutes of the Library Board of Trustee meeting of May 18, 2023.
- CA - 4** Receive and file minutes of the Plan and Zoning Commission meeting of June 6, 2023.
- CA - 5** Receive and file minutes of the Zoning Board of Adjustment meeting of May 2, 2023.
- CA - 6** Receive and file minutes of the Human Rights Commission meeting of May 25, 2023.
- CA - 7** Receive and file minutes of the Parks Board meeting of April 24, 2023.

- **Licenses and Permits**

- CA - 8** Consider motion to approve the issuance of a special permit to Derek Watson for the purpose of bow hunting of deer for the hunting season effective October 1, 2023 on private property within the city limits pursuant to Municipal Code Section 41.11(3).
- CA - 9** Consider motion to approve the issuance of liquor licenses and / or beer / wine

permits in the City of Ankeny.

CA - 10 Consider motion to approve cigarette/tobacco permits in the City of Ankeny.

- **Finance/Budget**

CA - 11 Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$42,850.00 with Dixon Engineering, for construction services on the Delaware Ground Storage Reservoir Rehabilitation Project.

CA - 12 Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$27,200.00 with Fox Engineering, for construction services on the ASR #3 project.

CA - 13 Consider motion to approve Change Order #3 decreasing the contract amount by \$29,493.26 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Extension - SE Magazine to SE Oralabor Road project.

CA - 14 Consider motion to approve Change Order #1 increasing the contract amount by \$3,738.70 to HGS, LLC, for an additional area on the Rock Creek Greenbelt - Native Vegetation project.

CA - 15 Consider motion to approve Payment #3 in the amount of \$4,170.50 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.

CA - 16 Consider motion to approve Payment #15 in the amount of \$38,781.11 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.

CA - 17 Consider motion to approve Payment #3 in the amount of \$48,422.90 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

CA - 18 Consider motion to approve Payment #14 in the amount of \$4,737.17 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

CA - 19 Consider motion to approve Payment #26 in the amount of \$13,381.15 to FOX Strand, for engineering services on the Ankeny ASR project.

CA - 20 Consider motion to approve Payment #2 in the amount of \$15,355.75 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

CA - 21 Consider motion to approve Payment #2 in the amount of \$939,424.71 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

CA - 22 Consider motion to approve Payment #11 in the amount of \$4,620.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

CA - 23 Consider motion to approve Payment #3 in the amount of \$10,944.67 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

CA - 24 Consider motion to approve Payment #10 in the amount of \$897.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

CA - 25 Consider motion to approve Payment #3 in the amount of \$38,156.25 to JEO

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

- CA - 26** Consider motion to approve Payment #1 in the amount of \$3,400.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.
- CA - 27** Consider motion to approve Payment #5 in the amount of \$8,260.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.
- CA - 28** Consider motion to approve Payment #31 in the amount of \$818.71 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.
- CA - 29** Consider motion to approve Payment #11 in the amount of \$9,158.72 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.
- CA - 30** Consider motion to approve Payment #1 in the amount of \$5,378.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.
- CA - 31** Consider motion to approve Payment #2 in the amount of \$25,064.30 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.
- CA - 32** Consider motion to approve Payment #12 in the amount of \$3,333.03 to Snyder & Associates, Inc., for engineering services on the Cherry Glen Ballfield Development project.
- CA - 33** Consider motion to approve Payment #15 in the amount of \$2,408.38 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.
- CA - 34** Consider motion to approve Payment #23 in the amount of \$32,070.31 to Snyder & Associates, Inc., for engineering services on the NE Delaware Ave Recon - NE 5th St to NE 18th St project.
- CA - 35** Consider motion to approve Payment #28 in the amount of \$18,611.96 to Snyder & Associates, Inc., for engineering services on the HTT Transmission Main and Drainage Improvements project.
- CA - 36** Consider motion to approve Payment #29 in the amount of \$1,230.50 to Snyder & Associates, Inc., for engineering services on the High Trestle Trail Ext Magazine Rd to Oralabor Rd project.
- CA - 37** Consider motion to approve Payment #29 in the amount of \$12,975.65 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.
- CA - 38** Consider motion to approve Payment #31 in the amount of \$15,401.80 to Snyder & Associates, Inc., for engineering services on the NW 36th St Widening - NW Ash Dr to N Ankeny Blvd project.
- CA - 39** Consider motion to approve Payment #42 in the amount of \$3,015.36 to Snyder & Associates, Inc., for engineering services on the SE Crosswinds Drive - RISE project.
- CA - 40** Consider motion to approve Payment #7 in the amount of \$2,107,126.84 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

CA - 41 Consider motion to approve Payment #9 in the amount of \$191,140.00 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

CA - 42 Consider motion to approve the July 3, 2023 Accounts Payable.

- **Personnel Items - none**
- **Community Development Items**

CA - 43 Consider motion to adopt **RESOLUTION** waiving approval of Ironwood Heights Final Plat.

CA - 44 Consider motion to adopt **RESOLUTION** accepting final plat for Piper Properties Plat 4.

CA - 45 Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Part of Lot 3 QRS Investments Plat 1, and associated with the development of 965 SE Corporate Wood Drive, Kum & Go Site Plan.

CA - 46 Consider motion to adopt **RESOLUTION** accepting a Public Utility Easement, located on Part of Lot 3 QRS Investments Plat 1, and associated with the development of 965 SE Corporate Wood Drive, Kum & Go Site Plan.

CA - 47 Consider motion to adopt **RESOLUTION** accepting a Public Gas Easement, located on Part of Lot 3 QRS Investments Plat 1, and associated with the development of 965 SE Corporate Wood Drive, Kum & Go Site Plan.

CA - 48 Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Albaugh Four Mile Industrial Park.

CA - 49 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Albaugh Four Mile Industrial Park.

CA - 50 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Albaugh Four Mile Industrial Park.

CA - 51 Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Albaugh Four Mile Industrial Park.

- **Engineering Items**

CA - 52 Consider motion to adopt a **RESOLUTION** cancelling the original contracts and bonds and accepting new contracts and bonds for the Canyon Landing Plat 2 project.

CA - 53 Consider a motion to adopt a **RESOLUTION** accepting a proposal from Iowa Signal, Inc. in the amount of \$66,300.00 for construction of the Flashing Beacon and RRFB Installation for High Trestle Trail RRFB's and School Walkability Improvements.

- **Capital Improvement Projects - none**
- **Administrative Items**

CA - 54 Consider a motion authorizing the Mayor to execute a Release and Settlement

Agreement between Primoris Services Corporation, Q3 Contracting, Inc., and Hartford Fire Insurance Company.

- CA - 55** Consider motion to adopt **RESOLUTION** approving a 28E agreement for law enforcement services during RAGBRAI 2023 with the City of Desoto, Iowa.
- CA - 56** Consider motion to adopt **RESOLUTION** approving a 28E agreement for law enforcement services during RAGBRAI 2023 with Dallas County, Iowa.
- CA - 57** Consider motion to adopt **RESOLUTION** authorizing temporary street closings for the purpose of the Ankeny Youth Triathlon.
- CA - 58** Consider motion to adopt **RESOLUTION** approving the schedule of fees for meter costs for the City of Ankeny.

- **Approval of Consent Agenda Items**

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

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

F. SUPPLEMENTAL AND REMOVED CONSENT AGENDA ITEMS: none

G. RECESS - Mark Holm, Mayor

H. LEGISLATIVE BUSINESS:

- **Approval of Ordinances:**

1. Ord 2146 An Ordinance amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to allow operation of Utility Terrain Vehicles (UTVs) within city limits and on city streets.

Action# H1-1. Consider motion to accept second consideration of ORDINANCE 2146.

Action# H1-2. Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2146, sending it on its final passage and publication as required by law.

2. Ord 2147 An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones.

Action# H2-1. Consider motion to accept first consideration of ORDINANCE 2147.

I. OLD BUSINESS: none

J. NEW BUSINESS:

1. Proposed SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement (PH 2023-42)

Action# J1-1.

Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$759,000.00; 2) receive and file report of bids received June 27, 2023; 3) adopt RESOLUTION making award of construction contract with All Star Concrete, LLC in the amount of \$685,785.30; and 4) adopt RESOLUTION approving contract and bonds with All Star Concrete, LLC in the amount of \$685,785.30.

2. Proposed Uptown Parking Improvements (PH 2023-43)

Action# J2-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$243,000.00; 2) receive and file report of bids received June 27, 2023; 3) adopt RESOLUTION making award of construction contract with Caliber Concrete, LLC in the amount of \$188,967.79; and 4) adopt RESOLUTION approving contract and bonds with Caliber Concrete, LLC in the amount of \$188,967.79.

3. Proposed The Westwinds, Plat 9, Storm Sewer Extension Project (PH 2023-44)

Action# J3-1. Consider motion to adopt 1) RESOLUTION adopting plans, specifications, form of contract and estimate of cost \$157,672.00; 2) receive and file report of bids received June 27, 2023; and 3) adopt RESOLUTION making award of construction contract with J&K Contracting in the amount of \$156,598.50.

4. Request for Council Initiated Rezoning from R-1 to C-2
Hope Kimberley LLC

Action# J4-1. Consider motion to receive and file correspondence dated June 15, 2023 regarding a rezoning request for a 9.54-acre parcel located at the southwest corner of the NE 126th Avenue and NE Delaware Avenue intersection.

Action# J4-2. Consider motion to initiate a rezoning request for a 9.54-acre parcel located at the southwest corner of the NE 126th Avenue and NE Delaware Avenue intersection and refer to the Plan and Zoning Commission for review and recommendation.

K. ADMINISTRATIVE BUSINESS:

- **Report of the City Staff:**

City Manager
City Attorney

- **Report of the Governing Body:**

Mayor

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

- **Future Council Agenda Items:**

- ***Regular Council Meeting - 7/17/23 @ 5:30 p.m.***
- ***Regular Council Meeting - 8/7/23 @ 5:30 p.m.***

L. ADJOURNMENT

1. Adjournment



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of the July 3, 2023 Agenda

EXECUTIVE SUMMARY:

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to approve and accept the July 3, 2023 agenda, with/without amendment.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-42:

Proposed SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement

EXECUTIVE SUMMARY:

SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement

The project includes the replacement of the existing traffic signal at the intersection of SE Oralabor Road and Convenience Boulevard/Creekview Drive as well as sidewalk modifications, curb modifications, and full depth PCC patches near the intersection. The original traffic signal was constructed in 1993, has reached the end of its functional service life, and cannot provide adequate service for current and future users of the intersection.

Pedestrian ramps will be upgraded to ADA compliance and crosswalks with pushbuttons will be provided for crossings to and from all corners.

The improvements include approximately 1,160 SY of 10.5” thick PCC Class C-SUD full depth patches, 250 SY of PCC sidewalk, 350 SY of sidewalk removal, a new traffic signal, and existing traffic signal removal. Other associated improvements include temporary traffic control, a partial temporary traffic signal, pavement markings, fiber optic connection modifications at three (3) nearby intersections, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, and overhead street name signs for contractor installation.

The bid opening for the project was held on Tuesday, June 27, 2023. Five (5) bids were received as follows:

1. Hawkeye Paving Corp. \$763,363.60
2. Brothers Concrete \$767,461.90
3. Absolute Group \$769,777.50
4. All Star Concrete, LLC \$685,785.30
5. TK Concrete, Inc. \$820,553.00

The engineer's cost opinion for the project was \$759,000.00. The bids ranged from approximately 10% below to 8% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, Snyder & Associates. All Star Concrete, LLC has completed projects of similar nature for the City, including S Ankeny Boulevard & Magazine Road Safety Improvements in 2021, and they have the technical experience to undertake this project. It is recommended that the project be awarded to All Star Concrete, LLC of Johnston, Iowa.

The start date for this project will occur following re-opening of SE Creekview Drive, presently undergoing reconstruction in the northbound lanes. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 31, 2023, and will be required to complete all sidewalk removals, sidewalk installation, curb modifications, and full depth PCC patching no later than November 10, 2023. Start date for work associated with the traffic signal replacement will be coordinated with the contractor, based on delivery of materials procured by the City. Delivery of these materials is expected in early spring 2024, and twenty (20) working days are allowed to complete the signalization.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and

estimate of cost (\$759,000.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement

3. Receive and file the report of bids received on June 27, 2023.

4. Approve Resolution, making award of construction contract to All Star Concrete, LLC of Johnston, Iowa.

5. Approve Resolution, approving contract and bonds with All Star Concrete, LLC in the amount of \$685,785.30.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

June 5, 2023: Construction of the project was initiated by the City Council, and public hearing was set for July 3, 2023.

June 5, 2023: Purchase of combination traffic signal/ lighting mast arm assemblies was approved by the City Council.

PUBLIC OUTREACH EFFORTS:

A project information meeting for adjacent property owners was held in March 2023 for those associated with the Proposed 2023 PCC Reconstruction Program - SE Creekview Drive. This project is adjacent to that project; therefore, property owners will continue to receive letters updating them on this project.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-42.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 RES - plans, specs
 Bid Sheet
 Bid Tabulation
 RES - making award
 RES - approving contract
 Location Map
 Contract



PUBLIC HEARING 2023-42

5:30 P.M.

JULY 3, 2023

**PROPOSED SE ORALABOR ROAD & CONVENIENCE
BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT**

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 SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement. Notice of this hearing was published in the Des Moines Register on the 16th day of June, 2023.

Mayor:

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

City Clerk:

None in the Clerk's Office.

Mayor:

"I would like to request, at this time, Mark Mueller, Public Works Director, provide a report to the Council on said project."

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-42.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE ORALABOR ROAD & CONVENIENCE BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE SE
ORALABOR ROAD & CONVENIENCE
BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL
REPLACEMENT

WHEREAS, on the 5th day of June, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement; 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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
7/3/23

BID LETTING

10:30 A.M.

JUNE 27, 2023

SE ORALABOR ROAD & COVENIENCE BLVD/CREEKVIEW DRIVE TRAFFIC SIGNAL
REPLACEMENT

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Oralabor Road & Convenience Blvd/Creekview Drive Traffic Signal Replacement in accordance with the Plans and Specifications prepared by Synder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 759,000⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ☒	HawKeye Paving Corp. 4241 W 83 rd Street Davenport IA 52806	763363 ⁶⁰	☒
2) ☒	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	767461 ⁹⁰	☒
3) ☒	Absolute Group PO Box 430 Granger IA 50109	769777 ⁵⁰	☒
* 4) ☒	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	685785 ³⁰	☒
5) ☒	TK Concrete Inc 1608 Filfield Rd Pella IA 50219	820553 ⁰⁰	☒
6) ☐			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) 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 July 3, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director

TABULATION OF BIDS

SE Oralabor Road and Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project

City of Ankeny

Project No. 123.0135.01

Bid Date/Time: June 27, 2023 at 10:30 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 ALL STAR CONCRETE JOHNSTON, IA		2 HAWKEYE PAVING CORP DAVENPORT, IA		3 BROTHERS CONCRETE DES MOINES, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK, SUBGRADE, AND SUBBASE										
2.1	Topsoil, Off-site	CY	92	\$ 55.00	\$ 5,060.00	\$ 50.00	\$ 4,600.00	\$ 100.00	\$ 9,200.00	\$ 30.00	\$ 2,760.00
2.2	Excavation, Class 10	CY	291	\$ 40.00	\$ 11,640.00	\$ 50.00	\$ 14,550.00	\$ 50.00	\$ 14,550.00	\$ 25.00	\$ 7,275.00
2.3	Subgrade Preparation	SY	1262	\$ 12.00	\$ 15,144.00	\$ 5.00	\$ 6,310.00	\$ 5.00	\$ 6,310.00	\$ 6.50	\$ 8,203.00
2.4	Subbase, Modified, 6 Inches	SY	990	\$ 22.00	\$ 21,780.00	\$ 16.00	\$ 15,840.00	\$ 30.00	\$ 29,700.00	\$ 21.00	\$ 20,790.00
2.5	Subbase, Special Backfill, 6 Inches	SY	272	\$ 26.00	\$ 7,072.00	\$ 15.00	\$ 4,080.00	\$ 30.00	\$ 8,160.00	\$ 15.00	\$ 4,080.00
2.6	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,800.00	\$ 3,800.00
2.7	Temporary Granular Surfacing	TON	200	\$ 45.00	\$ 9,000.00	\$ 60.00	\$ 12,000.00	\$ 30.00	\$ 6,000.00	\$ 65.00	\$ 13,000.00
	SEWERS AND DRAINS										
4.1	Subdrain, Corrugated PVC, 8 In.	LF	130	\$ 30.00	\$ 3,900.00	\$ 40.00	\$ 5,200.00	\$ 50.00	\$ 6,500.00	\$ 55.00	\$ 7,150.00
4.2	Subdrain Cleanout, Type B	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 2,000.00	\$ 4,000.00	\$ 1,100.00	\$ 2,200.00
	STRUCTURES FOR SANITARY AND STORM SEWERS										
6.1	Manhole Adjustment, Minor	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 2,200.00
6.2	Connection to Existing Intake	EA	2	\$ 1,300.00	\$ 2,600.00	\$ 800.00	\$ 1,600.00	\$ 1,500.00	\$ 3,000.00	\$ 2,450.00	\$ 4,900.00
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	1157	\$ 130.00	\$ 150,410.00	\$ 110.00	\$ 127,270.00	\$ 155.00	\$ 179,335.00	\$ 102.00	\$ 118,014.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,700.00	\$ 3,700.00	\$ 2,000.00	\$ 2,000.00	\$ 4,250.00	\$ 4,250.00
7.3	Removal of Sidewalk	SY	346	\$ 20.00	\$ 6,920.00	\$ 15.00	\$ 5,190.00	\$ 25.00	\$ 8,650.00	\$ 25.00	\$ 8,650.00
7.4	Sidewalk, PCC, 4 In.	SY	139	\$ 70.00	\$ 9,730.00	\$ 70.00	\$ 9,730.00	\$ 120.00	\$ 16,680.00	\$ 68.00	\$ 9,452.00
7.5	Sidewalk, PCC, 6 In.	SY	81	\$ 90.00	\$ 7,290.00	\$ 70.00	\$ 5,670.00	\$ 150.00	\$ 12,150.00	\$ 75.00	\$ 6,075.00
7.6	Detectable Warnings, Galvanized Steel	SF	120	\$ 55.00	\$ 6,600.00	\$ 65.00	\$ 7,800.00	\$ 60.00	\$ 7,200.00	\$ 135.00	\$ 16,200.00
7.7	Pavement Removal	SY	1110	\$ 35.00	\$ 38,850.00	\$ 25.00	\$ 27,750.00	\$ 20.00	\$ 22,200.00	\$ 21.00	\$ 23,310.00
	TRAFFIC CONTROL										
8.1	Traffic Signal	LS	1	\$ 283,000.00	\$ 283,000.00	\$ 234,153.00	\$ 234,153.00	\$ 235,000.00	\$ 235,000.00	\$ 335,876.40	\$ 335,876.40
8.2	Temporary Traffic Signal	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,945.00	\$ 9,945.00
8.3	Traffic Signal Removal	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 15,452.00	\$ 15,452.00
8.4	Painted Pavement Markings, Durable	STA	35.5	\$ 200.00	\$ 7,100.00	\$ 500.00	\$ 17,750.00	\$ 230.00	\$ 8,165.00	\$ 550.00	\$ 19,525.00
8.5	Painted Symbols and Legends, Durable	EA	1	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 950.00	\$ 950.00
8.6	Grooves Cut for Pavement Markings	STA	35.5	\$ 60.00	\$ 2,130.00	\$ 300.00	\$ 10,650.00	\$ 140.00	\$ 4,970.00	\$ 355.00	\$ 12,602.50
8.7	Grooves Cut for Symbols and Legends	EA	1	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 950.00	\$ 950.00
8.8	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,500.00	\$ 25,500.00	\$ 30,000.00	\$ 30,000.00	\$ 28,500.00	\$ 28,500.00
8.9	Portable Dynamic Message Sign (PDMS)	CDAY	40	\$ 150.00	\$ 6,000.00	\$ 225.00	\$ 9,000.00	\$ 250.00	\$ 10,000.00	\$ 350.00	\$ 14,000.00
8.10	Signal Modifications for Staging	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 9,482.00	\$ 9,482.00
8.11	Fiber Optic Network Modifications	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 16,650.00	\$ 16,650.00
	SITE WORK AND LANDSCAPING										
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$ 12,000.00	\$ 1,200.00	\$ 12,459.00	\$ 1,245.90	\$ 25,000.00	\$ 2,500.00	\$ 9,500.00	\$ 950.00
9.2	Filter Sock, 12 In.	LF	456	\$ 3.00	\$ 1,368.00	\$ 4.00	\$ 1,824.00	\$ 3.00	\$ 1,368.00	\$ 3.50	\$ 1,596.00
9.3	Filter Sock, Removal	LF	456	\$ 1.00	\$ 456.00	\$ 1.00	\$ 456.00	\$ 0.10	\$ 45.60	\$ 1.50	\$ 684.00
9.4	Inlet Protection Device, Grate	EA	4	\$ 250.00	\$ 1,000.00	\$ 149.50	\$ 598.00	\$ 150.00	\$ 600.00	\$ 165.00	\$ 660.00
9.5	Inlet Protection Device, Maintenance	EA	4	\$ 50.00	\$ 200.00	\$ 79.60	\$ 318.40	\$ 20.00	\$ 80.00	\$ 120.00	\$ 480.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	\$ 69,000.00	\$ 69,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 35,000.00	\$ 35,000.00
11.2	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,850.00	\$ 1,850.00
TOTAL BID:				\$ 759,000.00		\$ 685,785.30		\$ 763,363.60		\$ 767,461.90	
BID SECURITY:						10%		10%		10%	

TABULATION OF BIDS

SE Oralabor Road and Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project

City of Ankeny

Project No. 123.0135.01

Bid Date/Time: June 27, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		4 ABSOLUTE GROUP GRANGER, IA		5 TK CONCRETE, INC. PELLA, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK, SUBGRADE, AND SUBBASE								
2.1	Topsoil, Off-site	CY	92	\$ 55.00	\$ 5,060.00	\$ 80.00	\$ 7,360.00	\$ 85.00	\$ 7,820.00
2.2	Excavation, Class 10	CY	291	\$ 40.00	\$ 11,640.00	\$ 70.50	\$ 20,515.50	\$ 25.00	\$ 7,275.00
2.3	Subgrade Preparation	SY	1262	\$ 12.00	\$ 15,144.00	\$ 6.50	\$ 8,203.00	\$ 5.00	\$ 6,310.00
2.4	Subbase, Modified, 6 Inches	SY	990	\$ 22.00	\$ 21,780.00	\$ 22.00	\$ 21,780.00	\$ 15.00	\$ 14,850.00
2.5	Subbase, Special Backfill, 6 Inches	SY	272	\$ 26.00	\$ 7,072.00	\$ 25.00	\$ 6,800.00	\$ 15.00	\$ 4,080.00
2.6	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
2.7	Temporary Granular Surfacing	TON	200	\$ 45.00	\$ 9,000.00	\$ 59.50	\$ 11,900.00	\$ 62.50	\$ 12,500.00
	SEWERS AND DRAINS								
4.1	Subdrain, Corrugated PVC, 8 In.	LF	130	\$ 30.00	\$ 3,900.00	\$ 75.00	\$ 9,750.00	\$ 38.50	\$ 5,005.00
4.2	Subdrain Cleanout, Type B	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00	\$ 500.00	\$ 1,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS								
6.1	Manhole Adjustment, Minor	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
6.2	Connection to Existing Intake	EA	2	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00	\$ 3,500.00	\$ 7,000.00
	STREETS AND RELATED WORK								
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	1157	\$ 130.00	\$ 150,410.00	\$ 130.00	\$ 150,410.00	\$ 125.00	\$ 144,625.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
7.3	Removal of Sidewalk	SY	346	\$ 20.00	\$ 6,920.00	\$ 25.00	\$ 8,650.00	\$ 15.00	\$ 5,190.00
7.4	Sidewalk, PCC, 4 In.	SY	139	\$ 70.00	\$ 9,730.00	\$ 60.00	\$ 8,340.00	\$ 80.00	\$ 11,120.00
7.5	Sidewalk, PCC, 6 In.	SY	81	\$ 90.00	\$ 7,290.00	\$ 70.00	\$ 5,670.00	\$ 125.00	\$ 10,125.00
7.6	Detectable Warnings, Galvanized Steel	SF	120	\$ 55.00	\$ 6,600.00	\$ 40.00	\$ 4,800.00	\$ 60.00	\$ 7,200.00
7.7	Pavement Removal	SY	1110	\$ 35.00	\$ 38,850.00	\$ 30.00	\$ 33,300.00	\$ 15.50	\$ 17,205.00
	TRAFFIC CONTROL								
8.1	Traffic Signal	LS	1	\$ 283,000.00	\$ 283,000.00	\$ 250,000.00	\$ 250,000.00	\$ 290,000.00	\$ 290,000.00
8.2	Temporary Traffic Signal	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
8.3	Traffic Signal Removal	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00
8.4	Painted Pavement Markings, Durable	STA	35.5	\$ 200.00	\$ 7,100.00	\$ 230.00	\$ 8,165.00	\$ 700.00	\$ 24,850.00
8.5	Painted Symbols and Legends, Durable	EA	1	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00
8.6	Grooves Cut for Pavement Markings	STA	35.5	\$ 60.00	\$ 2,130.00	\$ 140.00	\$ 4,970.00	\$ 420.00	\$ 14,910.00
8.7	Grooves Cut for Symbols and Legends	EA	1	\$ 200.00	\$ 200.00	\$ 120.00	\$ 120.00	\$ 1,000.00	\$ 1,000.00
8.8	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 57,000.00	\$ 57,000.00	\$ 35,000.00	\$ 35,000.00
8.9	Portable Dynamic Message Sign (PDMS)	CDAY	40	\$ 150.00	\$ 6,000.00	\$ 200.00	\$ 8,000.00	\$ 315.00	\$ 12,600.00
8.10	Signal Modifications for Staging	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
8.11	Fiber Optic Network Modifications	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 20,000.00	\$ 20,000.00
	SITE WORK AND LANDSCAPING								
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$ 12,000.00	\$ 1,200.00	\$ 30,000.00	\$ 3,000.00	\$ 35,000.00	\$ 3,500.00
9.2	Filter Sock, 12 In.	LF	456	\$ 3.00	\$ 1,368.00	\$ 3.00	\$ 1,368.00	\$ 5.50	\$ 2,508.00
9.3	Filter Sock, Removal	LF	456	\$ 1.00	\$ 456.00	\$ 1.00	\$ 456.00	\$ 5.00	\$ 2,280.00
9.4	Inlet Protection Device, Grate	EA	4	\$ 250.00	\$ 1,000.00	\$ 225.00	\$ 900.00	\$ 300.00	\$ 1,200.00
9.5	Inlet Protection Device, Maintenance	EA	4	\$ 50.00	\$ 200.00	\$ 30.00	\$ 120.00	\$ 100.00	\$ 400.00
	MISCELLANEOUS								
11.1	Mobilization	LS	1	\$ 69,000.00	\$ 69,000.00	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00
11.2	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
TOTAL BID:				\$ 759,000.00		\$ 769,777.50		\$ 820,553.00	
BID SECURITY:						10%		10%	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE ORALABOR ROAD & CONVENIENCE BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE SE ORALABOR ROAD &
CONVENIENCE BOULEVARD/CREEKVIEW DRIVE
TRAFFIC SIGNAL REPLACEMENT

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 SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement, described in the plans and specifications heretofore adopted by this Council on July 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: All Star Concrete, LLC of Johnston, Iowa

Amount of bid: \$685,785.30

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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE ORALABOR ROAD & CONVENIENCE BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT", 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 SE ORALABOR ROAD &
CONVENIENCE BOULEVARD/CREEKVIEW DRIVE
TRAFFIC SIGNAL REPLACEMENT

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 SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement, 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: All Star Concrete, LLC of Johnston, Iowa

Amount of bid: \$685,785.30

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of July, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and All Star Concrete LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement

The SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement project includes the replacement of the existing traffic signal at the intersection of SE Oralabor Rd and Convenience Blvd/Creekview drive as well as sidewalk modifications, curb modifications, and full depth roadway patching near the intersection.

The construction improvements include approximately 1,160 SY of full depth patching of PCC pavement, 250 SY of PCC sidewalk, 350 SY of sidewalk removal, a traffic signal, and traffic signal removal. Other associated improvements include temporary traffic control, a partial temporary traffic signal, fiber optic connection modifications at two (2) nearby intersections, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, and overhead street name signs for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of SIX HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED EIGHTY FIVE AND 30/100 DOLLARS (\$685,785.30), 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 Project is generally separated into two Sites of work identified as Site "A" and Site "B". Site "A" work is all non-traffic signal related work including all sidewalk and PCC patching work. Site "B" work is generally described as the traffic signal replacement and associated work.

Site "A" work shall begin no earlier than July 31, 2023 and shall be substantially completed by November 10, 2023. Substantially complete shall be defined as all sidewalk removals, sidewalk installation, curb modifications, and full depth PCC patching, removal of all associated traffic control, and traffic is fully open to pre-project conditions. Should the Contractor fail to substantially complete the Site "A" work by November 10, 2023, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

Site "B" work shall be substantially completed within twenty (20) working days from a mutually agreed upon start date pending traffic signal material delivery dates. Site "B" work performed prior to said start date will not be charged as Site "B" working days. The Site "B" start date could possibly be in the spring of 2024. Substantially complete shall be defined as being achieved with the switchover to the fully operational proposed traffic signal. Should the Contractor fail to substantially complete the Site "B" work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) working days after the overall project has been substantially completed as previously noted in this section. Fully complete shall be defined as all surface restoration being completed, all punchlist items addressed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the overall work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not 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 _____
Mark E. Holm, Mayor

(Seal)
ATTEST:

~~Diane Klemme, Deputy City Clerk~~

Michelle Yuska, City Clerk

CONTRACTOR:

All Star Concrete LLC
Contractor

By Bryan S. Applegate
Signature

Estimator / Project Manager
Title

4989 NW Johnston Dr
Street Address

Johnston, IA 50131
City, State, Zip Code

(515) 224-6394
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1211-57 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.

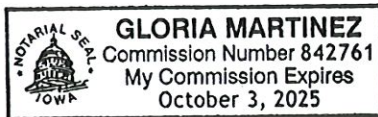
NOTE:

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 28th day of June, 2023, before me a Notary Public in and for said county, personally appeared Bryan Spriggs, to me personally known, who being by me duly sworn did say that person is Sr. Project Manager of said All Star Concrete LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) All Star Concrete LLC, and that said instrument was signed and sealed on behalf of the said All Star Concrete LLC, by authority of its managers and the said Bryan Spriggs acknowledged the execution of said instrument to be the voluntary act and deed of said All Star Concrete LLC, by it voluntarily executed.



Gloria Martinez
Notary Public in and for the State of IOWA
My commission expires October 3rd, 2025

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	Earthwork, Subgrade, and Subbase				
2.01	Topsoil, Off-site	CY	92	\$50.00	\$4,600.00
2.02	Excavation, Class 10	CY	291	\$50.00	\$14,550.00
2.03	Subgrade Preparation	SY	1262	\$5.00	\$6,310.00
2.04	Subbase, Modified, 6 Inches	SY	990	\$16.00	\$15,840.00
2.05	Subbase, Special Backfill, 6 Inches	SY	272	\$15.00	\$4,080.00
2.06	Compaction Testing	LS	1	\$2,500.00	\$2,500.00
2.07	Temporary Granular Surfacing	TON	200	\$60.00	\$12,000.00
	Sewers and Drains				
4.01	Subdrain, Corrugated PVC, 8 In.	LF	130	\$40.00	\$5,200.00
4.02	Subdrain Cleanout, Type B	EA	2	\$800.00	\$1,600.00
	Structures for Sanitary and Storm Sewers				
6.01	Manhole Adjustment, Minor	EA	1	\$2,900.00	\$2,900.00
6.02	Connection to Existing Intake	EA	2	\$800.00	\$1,600.00
	Streets and Related Work				
7.01	Pavement, PCC, 10.5 In., C-SUD	SY	1,157	\$110.00	\$127,270.00
7.02	PCC Pavement Samples and Testing	LS	1	\$3,700.00	\$3,700.00
7.03	Removal of Sidewalk	SY	346	\$15.00	\$5,190.00
7.04	Sidewalk, PCC, 4 In.	SY	139	\$70.00	\$9,730.00
7.05	Sidewalk, PCC, 6 In.	SY	81	\$70.00	\$5,670.00
7.06	Detectable Warnings	SF	120	\$65.00	\$7,800.00
7.07	Pavement Removal	SY	1,110	\$25.00	\$27,750.00
	Traffic Control				
8.01	Traffic Signal	LS	1	\$234,153.00	\$234,153.00

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
8.02	Temporary Traffic Signal	LS	1	\$18,000.00	\$18,000.00
8.03	Traffic Signal Removal	LS	1	\$16,000.00	\$16,000.00
8.04	Painted Pavement Markings, Durable	STA	35.5	\$500.00	\$17,750.00
8.05	Painted Symbols and Legends, Durable	EA	1	\$500.00	\$500.00
8.06	Grooves Cut for Pavement Markings	STA	35.5	\$300.00	\$10,650.00
8.07	Grooves Cut for Symbols and Legends	EA	1	\$500.00	\$500.00
8.08	Temporary Traffic Control	LS	1	\$25,500.00	\$25,500.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	40	\$225.00	\$9,000.00
8.10	Signal Modifications for Staging	LS	1	\$2,500.00	\$2,500.00
8.11	Fiber Optic Network Modifications	LS	1	\$12,500.00	\$12,500.00
	Site Work and Landscaping				
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$12,459.00	\$1,245.90
9.02	Filter Sock, 12 Inch	LF	456	\$4.00	\$1,824.00
9.03	Filter Sock, Removal	LF	456	\$1.00	\$456.00
9.04	Inlet Protection Device, Grate	EA	4	\$149.50	\$598.00
9.05	Inlet Protection Device, Maintenance	EA	4	\$79.60	\$318.40
	Miscellaneous				
11.01	Mobilization	LS	1	\$75,000.00	\$75,000.00
11.02	Concrete Washout	LS	1	\$1,000.00	\$1,000.00

TOTAL CONTRACT AMOUNT =

\$685,785.30

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, All Star Concrete LLC, as Principal (hereinafter the “Contractor” or “Principal”) and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as 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 SIX HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED EIGHTY FIVE AND 30/100 DOLLARS (\$685,785.30), 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 3rd day of July, 2023 (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement

The SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement project includes the replacement of the existing traffic signal at the intersection of SE Oralabor Rd and Convenience Blvd/Creekview drive as well as sidewalk modifications, curb modifications, and full depth roadway patching near the intersection.

The construction improvements include approximately 1,160 SY of full depth patching of PCC pavement, 250 SY of PCC sidewalk, 350 SY of sidewalk removal, a traffic signal, and traffic signal removal. Other associated improvements include temporary traffic control, a partial temporary traffic signal, fiber optic connection modifications at three (3) nearby intersections, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, and overhead street name signs for contractor 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 improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

Witness our hands, in triplicate, this 3rd day of July, 2023.

PRINCIPAL:

All Star Concrete LLC

Contractor

By

Byron S. Armstrong

Signature

Estimator / Project Manager

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By

Andy Bennett

Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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

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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

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 24th day of January, 2023.



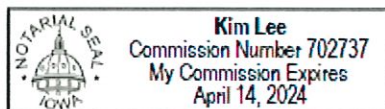
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, 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.



Kim Lee

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 3rd day of July, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

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

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

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Sarah Tritz PHONE (A/C, No. Ext): E-MAIL: stritz@holmesmurphy.com ADDRESS:	FAX (A/C, No):
INSURED All Star Concrete LLC 4989 NW Johnston Dr. Johnston, IA 50131-0394		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ZURICH AMER INS CO	16535
		INSURER B: Integrity Insurance Company	14303
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 69126970

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:		GL01122702	03/13/23	10/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BAP1122703	03/13/23	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUP-5W103055-23-NF	03/13/23	10/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WC1122701	03/13/23	10/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement

Additional Insured (CGL): City of Ankeny, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny

1210 Prairie Ridge Drive

Ankeny, IA 50023

USA

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-43:
Proposed Uptown Parking Improvements

EXECUTIVE SUMMARY:

Uptown Parking Improvements

Improvements include the paving and striping of additional parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' west of SW Pleasant Street and along SW Cherry Street from SW 3rd Street to 125' feet south of SW 4th Street. The parking improvements include approximately 990 SY of 7" thick PCC Class C-SUD pavement, curb and gutter, Class 10 excavation, subgrade preparation, sidewalks, pavement markings, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for the project was held on Tuesday, June 27, 2023. Eleven (11) bids were received as follows:

1. MNM Concrete Specialists \$240,078.50*
2. Caliber Concrete, LLC \$188,967.79
3. Iowa Civil Contracting, Inc. \$312,276.40
4. Concrete Contracting Company \$263,141.00
5. Brothers Cleaning Corporation \$237,878.00
6. Absolute Group \$248,066.00
7. Howrey Construction, Inc. \$209,278.00*
8. TK Concrete, Inc. \$249,788.00
9. Graphite Construction Group \$196,262.38*
10. Shekar Engineering, PLC \$327,767.74
11. Concrete Connection \$235,000.00

* notes minor math error identified in review of proposals: did not affect overall bid order.

The engineer's cost opinion for the project was \$243,000. The bids ranged from approximately 22% below to 35% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, MSA Professional Services. Caliber Concrete, LLC has completed projects of similar nature for other public agencies in Iowa, and they have the technical experience to undertake this project. It is recommended that the project be awarded to Caliber Concrete, LLC of Adair, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 31, 2023, and will be required to substantially complete the project within forty-five (45) working days. No work will be allowed on Saturdays coincident with Ankeny Uptown Farmers' Market.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$243,000).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the Uptown Parking Improvements

3. Receive and file the report of bids received on June 27, 2023.

4. Approve Resolution, making award of construction contract to Caliber Concrete, LLC of Adair, Iowa.

5. Approve Resolution, approving contract and bonds with Caliber Concrete, LLC in the amount of \$188,967.79.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

June 5, 2023: Construction of the project was initiated by the City Council, and public hearing was set for July 3, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-43.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 PH Coversheet
 RES - plans, specs
 Bid Sheet
 Bid Tabulation
 RES - making award
 RES - approving contract
 Location Map
 Contract



PUBLIC HEARING 2023-43

5:30 P.M.

JULY 3, 2023

PROPOSED UPTOWN PARKING IMPROVEMENTS

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 Uptown Parking Improvements. Notice of this hearing was published in the Des Moines Register on the 16th day of June, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-43.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE UPTOWN PARKING IMPROVEMENTS", 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 UPTOWN PARKING IMPROVEMENTS

WHEREAS, on the 5th day of June, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Uptown Parking Improvements; 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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

JUNE 27, 2023

UPTOWN PARKING IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the Uptown Parking Improvements in accordance with the Plans and Specifications prepared by MSA Professional Services.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 243,000⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	mm Concrete Specialist 3821 Hillcrest Dr Des Moines IA	240157.00	
* 2) ✓	Caliber Concrete LLC 309 Audubon St Adair IA 50002	188967.79	
3) ✓	Iowa Civil Contracting Inc 1106 3rd Street Victor IA 52347	312276.40	
4) ✓	The Concrete Co. PO Box 556 Grimes IA 50111	263141.00	
5) ✓	Brothers Cleaning Corp 4000 Calfax Ave Des Moines IA 50317	237,878.00	
6) ✓	Absolute Group PO Box 430 Granger IA 50109	248066.00	

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Hawrey Construction Inc 316 Austin St Rockwell City IA 50579	209,378 ⁰⁰	
8) ✓	TK Concrete Inc 1608 Fifield Rd Pella IA 50219	249,788 ⁰⁰	
9) ✓	Graphite Construction Group 1955 NE 58th Ave Ste 100 Des Moines IA 50313	196,416 ⁸⁵	
10) ✓	Shekar Engineering 2600 McK Jr Pkwy #200 Des Moines IA 50310	327,767 ⁷⁴	
11) ✓	Concrete Connection LLC 5170 NW Beaver Dr Johnston IA 50131	235,000 ⁰⁰	
12) _____	_____	_____	_____
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of July 3, 2023 at 5:30 P.M.

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Mark Mueller
Mark Mueller, Public Works Director

BID TABULATION																PROJECT NUMBER: 09085056	
PROJECT: UPTOWN PARKING IMPROVEMENTS																BID DATE: 6/26/2023	
OWNER: CITY OF ANKENY																	
					MSA Engineer's Estimate		Caliber Concrete LLC Adair, IA		Graphite Construction Group Des Moines, IA		Howrey Construction Rockwell City, IA		Concrete Connection		Brothers Cleaning Corp. Des Moines, IA		
ITEM CODE	SUDAS BID ITEM	Description	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
Division 2: Earthwork																	
2.01	2010-D-1	Topsoil, On-site	CY	202	\$ 45.00	\$ 9,090.00	\$ 25.00	\$ 5,050.00	\$ 6.60	\$ 1,333.20	\$ 23.50	\$ 4,747.00	\$ 40.00	\$ 8,080.00	\$ 20.00	\$ 4,040.00	
2.02	2010-E	Excavation, Class 10	CY	61	\$ 40.00	\$ 2,440.00	\$ 40.00	\$ 2,440.00	\$ 17.60	\$ 1,073.60	\$ 19.50	\$ 1,189.50	\$ 40.00	\$ 2,440.00	\$ 35.00	\$ 2,135.00	
2.03	2010-E	Excavation, Class 10, Borrow	CY	44	\$ 50.00	\$ 2,200.00	\$ 60.00	\$ 2,640.00	\$ 53.10	\$ 2,336.40	\$ 55.00	\$ 2,420.00	\$ 60.00	\$ 2,640.00	\$ 55.00	\$ 2,420.00	
2.04	2010-G	Subgrade Preparation, 6in.	SY	1,327	\$ 5.00	\$ 6,635.00	\$ 3.25	\$ 4,312.75	\$ 1.65	\$ 2,189.55	\$ 4.00	\$ 5,308.00	\$ 4.00	\$ 5,308.00	\$ 4.00	\$ 5,308.00	
2.05	2010-I	Subgrade Treatment, Geogrid	SY	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 24.25	\$ 2,425.00	\$ 7.00	\$ 700.00	\$ 45.00	\$ 4,500.00	\$ 6.50	\$ 650.00	
2.06	2010-M	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,300.00	\$ 3,300.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	
Division 5: Water Mains and App																	
5.01	5020-999-A	Fire Hydrant Relocation	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 11,550.00	\$ 11,550.00	\$ 7,612.00	\$ 7,612.00	\$ 9,000.00	\$ 9,000.00	\$ 12,500.00	\$ 12,500.00	\$ 8,750.00	\$ 8,750.00	
Division 6: Structures for Sanitary																	
6.01	6010-B	Intake, SW-511, Cast-In-Place	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 8,550.00	\$ 8,550.00	\$ 6,073.00	\$ 6,073.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	
6.02	6010-E-1	Manhole Adjustment, Minor	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,276.00	\$ 4,552.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,200.00	\$ 4,400.00	
6.03	6010-F-1	Intake Adjustment, Minor	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 1,375.00	\$ 1,375.00	\$ 1,208.00	\$ 1,208.00	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	
Division 7: Streets and Related W																	
7.01	7010-A	Pavement, PCC, 7 in., C-SUD	SY	990	\$ 90.00	\$ 89,100.00	\$ 55.28	\$ 54,727.20	\$ 69.25	\$ 68,557.50	\$ 72.00	\$ 71,280.00	\$ 90.00	\$ 89,100.00	\$ 82.00	\$ 81,180.00	
7.02	7010-E	PCC Curb and Gutter, 2.0 ft., 6 in.	LF	178	\$ 30.00	\$ 5,340.00	\$ 49.19	\$ 8,755.82	\$ 29.75	\$ 5,295.50	\$ 80.00	\$ 14,240.00	\$ 55.00	\$ 9,790.00	\$ 25.00	\$ 4,450.00	
7.03	7010-E	PCC Curb and Gutter, 2.5 ft., 6 in.	LF	71	\$ 45.00	\$ 3,195.00	\$ 52.12	\$ 3,700.52	\$ 32.00	\$ 2,272.00	\$ 140.00	\$ 9,940.00	\$ 65.00	\$ 4,615.00	\$ 32.00	\$ 2,272.00	
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,300.00	\$ 3,300.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	
7.05	7030-A-1	Removal of Sidewalk	SY	184	\$ 20.00	\$ 3,680.00	\$ 1.55	\$ 285.20	\$ 20.00	\$ 3,680.00	\$ 15.00	\$ 2,760.00	\$ 18.00	\$ 3,312.00	\$ 21.00	\$ 3,864.00	
7.06	7030-E	Sidewalk, PCC, 5 in.	SY	375	\$ 70.00	\$ 26,250.00	\$ 61.42	\$ 23,032.50	\$ 64.50	\$ 24,187.50	\$ 69.50	\$ 26,062.50	\$ 63.00	\$ 23,625.00	\$ 70.00	\$ 26,250.00	
7.07	7030-E	Sidewalk, PCC, 6 in.	SY	35	\$ 75.00	\$ 2,625.00	\$ 68.42	\$ 2,394.70	\$ 75.00	\$ 2,625.00	\$ 110.00	\$ 3,850.00	\$ 72.00	\$ 2,520.00	\$ 75.00	\$ 2,625.00	
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	40	\$ 75.00	\$ 3,000.00	\$ 75.00	\$ 3,000.00	\$ 82.50	\$ 3,300.00	\$ 35.00	\$ 1,400.00	\$ 80.00	\$ 3,200.00	\$ 125.00	\$ 5,000.00	
7.09	7040-H	Removal of Existing Pavement	SY	392	\$ 20.00	\$ 7,840.00	\$ 1.55	\$ 607.60	\$ 29.00	\$ 11,368.00	\$ 18.00	\$ 7,056.00	\$ 18.00	\$ 7,056.00	\$ 21.00	\$ 8,232.00	
7.10	7040-I	Curb and Gutter Removal	LF	196	\$ 20.00	\$ 3,920.00	\$ 11.00	\$ 2,156.00	\$ 10.50	\$ 2,058.00	\$ 15.00	\$ 2,940.00	\$ 35.00	\$ 6,860.00	\$ 21.00	\$ 4,116.00	
Division 8: Traffic Control																	
8.01	8020-B	Pavement Markings, Waterborne, White	STA	6.5	\$ 35.00	\$ 227.50	\$ 425.00	\$ 2,762.50	\$ 309.00	\$ 2,008.50	\$ 200.00	\$ 1,300.00	\$ 300.00	\$ 1,950.00	\$ 500.00	\$ 3,250.00	
8.02	8020-G	Painted Symbols and Legends, Waterborne	EA	2	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 247.00	\$ 494.00	\$ 230.00	\$ 460.00	\$ 300.00	\$ 600.00	\$ 950.00	\$ 1,900.00	
8.03	8020-K	Pavement Markings Removed	STA	1.2	\$ 50.00	\$ 60.00	\$ 750.00	\$ 900.00	\$ 550.00	\$ 660.00	\$ 425.00	\$ 510.00	\$ 500.00	\$ 600.00	\$ 950.00	\$ 1,140.00	
8.04	8030-A	Temporary Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,750.00	\$ 3,750.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	
8.05	8040-B	Traffic Signs	EA	5	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 110.00	\$ 550.00	\$ 125.00	\$ 625.00	\$ 250.00	\$ 1,250.00	\$ 1,850.00	\$ 9,250.00	
8.06	8040-E	U-Shaped Rail Steel Posts	LF	40	\$ 40.00	\$ 1,600.00	\$ 31.25	\$ 1,250.00	\$ 26.00	\$ 1,040.00	\$ 24.00	\$ 960.00	\$ 25.00	\$ 1,000.00	\$ 57.50	\$ 2,300.00	
8.07	8040-J	Remove and Salvage Traffic Sign Assembly	EA	5	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 55.00	\$ 275.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 1,800.00	\$ 9,000.00	
Division 9: Site Work and Landscaping																	
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15	\$ 25,000.00	\$ 3,750.00	\$ 5,000.00	\$ 750.00	\$ 7,330.00	\$ 1,099.50	\$ 7,500.00	\$ 1,125.00	\$ 10,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,250.00	
9.02	9010-B	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15	\$ 25,000.00	\$ 3,750.00	\$ 7,500.00	\$ 1,125.00	\$ 7,330.00	\$ 1,099.50	\$ 7,500.00	\$ 1,125.00	\$ 10,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,250.00	
9.03	9010-B	Hydraulic Mulching, BFM	AC	0.30	\$ 12,500.00	\$ 3,750.00	\$ 7,500.00	\$ 2,250.00	\$ 3,650.00	\$ 1,095.00	\$ 5,000.00	\$ 1,500.00	\$ 10,000.00	\$ 3,000.00	\$ 15,000.00	\$ 4,500.00	
9.04	9040-F-1	Wattle, Straw, 9 in.	LF	936	\$ 3.50	\$ 3,276.00	\$ 2.00	\$ 1,872.00	\$ 2.75	\$ 2,574.00	\$ 3.75	\$ 3,510.00	\$ 2.50	\$ 2,340.00	\$ 3.25	\$ 3,042.00	
9.05	9040-F-2	Wattle, Removal	LF	936	\$ 1.50	\$ 1,404.00	\$ 1.00	\$ 936.00	\$ 0.60	\$ 561.60	\$ 1.25	\$ 1,170.00	\$ 1.00	\$ 936.00	\$ 1.50	\$ 1,404.00	
9.06	9040-T-1	Inlet Protection Device, Surface-Applied	EA	5	\$ 300.00	\$ 1,500.00	\$ 100.00	\$ 500.00	\$ 220.00	\$ 1,100.00	\$ 400.00	\$ 2,000.00	\$ 150.00	\$ 750.00	\$ 165.00	\$ 825.00	
9.07	9040-T-1	Inlet Protection Device, Drop-In	EA	5	\$ 200.00	\$ 1,000.00	\$ 165.00	\$ 825.00	\$ 220.00	\$ 1,100.00	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 165.00	\$ 825.00	
9.08	9040-T-2	Inlet Protection Device, Maintenance	EA	10	\$ 25.00	\$ 250.00	\$ 35.00	\$ 350.00	\$ 110.00	\$ 1,100.00	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	
Division 11: Miscellaneous																	
11.01	11,020-A	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 24,470.00	\$ 24,470.00	\$ 15,279.00	\$ 15,279.00	\$ 10,800.00	\$ 10,800.00	\$ 9,778.00	\$ 9,778.00	\$ 10,000.00	\$ 10,000.00	
11.02	11,050-A	Concrete Washout, Roll-Off Container	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,980.00	\$ 1,980.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	
TOTAL CONSTRUCTION COST						242,682.50		\$188,967.79		\$196,262.35		\$209,278.00		\$235,000.00		\$237,878.00	

Note 1: Math error for Item 8.01 changes the extended price and by extension, the overall bid price for Graphite Construction Group. Math error does not affect the overall bid order.

Note 2: Math error for Item 8.01 changes the extended price and by extension, the overall bid price for Howrey Construction. Math error does not affect the overall bid order.



BID TABULATION																
PROJECT: UPTOWN PARKING IMPROVEMENTS OWNER: CITY OF ANKENY													PROJECT NUMBER: 09085056 BID DATE: 6/26/2023			
					MNM Concrete Specialists Des Moines, IA		Absolute Group Granger, IA		TK Concrete Pella, IA		The Concrete Contracting Co. Grimes, IA		Iowa Civil Contracting, Inc. Victor, IA		Shekar Engineering, PLC Des Moines, IA	
ITEM CODE	SUDAS BID ITEM	Description	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Division 2: Earthwork																
2.01	2010-D-1	Topsoil, On-site	CY	202	\$ 45.00	\$ 9,090.00	\$ 20.00	\$ 4,040.00	\$ 25.00	\$ 5,050.00	\$ 10.00	\$ 2,020.00	\$ 73.00	\$ 14,746.00	\$ 15.00	\$ 3,030.00
2.02	2010-E	Excavation, Class 10	CY	61	\$ 22.00	\$ 1,342.00	\$ 10.00	\$ 610.00	\$ 30.00	\$ 1,830.00	\$ 10.00	\$ 610.00	\$ 44.10	\$ 2,690.10	\$ 25.00	\$ 1,525.00
2.03	2010-E	Excavation, Class 10, Borrow	CY	44	\$ 30.00	\$ 1,320.00	\$ 30.00	\$ 1,320.00	\$ 50.00	\$ 2,200.00	\$ 15.00	\$ 660.00	\$ 39.00	\$ 1,716.00	\$ 35.00	\$ 1,540.00
2.04	2010-G	Subgrade Preparation, 6in.	SY	1,327	\$ 6.50	\$ 8,625.50	\$ 5.00	\$ 6,635.00	\$ 4.00	\$ 5,308.00	\$ 15.00	\$ 19,905.00	\$ 11.00	\$ 14,597.00	\$ 5.50	\$ 7,298.50
2.05	2010-I	Subgrade Treatment, Geogrid	SY	100	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00	\$ 7.50	\$ 750.00	\$ 13.00	\$ 1,300.00	\$ 21.00	\$ 2,100.00	\$ 3.50	\$ 350.00
2.06	2010-M	Compaction Testing	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00	\$ 2,587.50	\$ 2,587.50
Division 5: Water Mains and App																
5.01	5020-999-A	Fire Hydrant Relocation	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,240.70	\$ 7,240.70
Division 6: Structures for Sanitary																
6.01	6010-B	Intake, SW-511, Cast-In-Place	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,250.00	\$ 5,250.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,287.42	\$ 6,287.42
6.02	6010-E-1	Manhole Adjustment, Minor	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,050.00	\$ 2,100.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,460.00	\$ 8,920.00	\$ 2,847.98	\$ 5,695.96
6.03	6010-F-1	Intake Adjustment, Minor	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,900.00	\$ 3,900.00	\$ 1,869.33	\$ 1,869.33
Division 7: Streets and Related W																
7.01	7010-A	Pavement, PCC, 7 in., C-SUD	SY	990	\$ 80.00	\$ 79,200.00	\$ 82.00	\$ 81,180.00	\$ 81.50	\$ 80,685.00	\$ 88.00	\$ 87,120.00	\$ 108.00	\$ 106,920.00	\$ 103.15	\$ 102,118.50
7.02	7010-E	PCC Curb and Gutter, 2.0 ft., 6 in.	LF	178	\$ 50.00	\$ 8,900.00	\$ 35.00	\$ 6,230.00	\$ 45.00	\$ 8,010.00	\$ 30.00	\$ 5,340.00	\$ 38.00	\$ 6,764.00	\$ 108.95	\$ 19,393.10
7.03	7010-E	PCC Curb and Gutter, 2.5 ft., 6 in.	LF	71	\$ 55.00	\$ 3,905.00	\$ 35.00	\$ 2,485.00	\$ 55.00	\$ 3,905.00	\$ 35.00	\$ 2,485.00	\$ 51.00	\$ 3,621.00	\$ 166.52	\$ 11,822.92
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,750.00	\$ 2,750.00	\$ 3,200.00	\$ 3,200.00	\$ 4,025.00	\$ 4,025.00
7.05	7030-A-1	Removal of Sidewalk	SY	184	\$ 14.00	\$ 2,576.00	\$ 10.00	\$ 1,840.00	\$ 15.00	\$ 2,760.00	\$ 20.00	\$ 3,680.00	\$ 15.00	\$ 2,760.00	\$ 7.50	\$ 1,380.00
7.06	7030-E	Sidewalk, PCC, 5 in.	SY	375	\$ 65.00	\$ 24,375.00	\$ 85.00	\$ 31,875.00	\$ 79.00	\$ 29,625.00	\$ 60.00	\$ 22,500.00	\$ 125.00	\$ 46,875.00	\$ 102.82	\$ 38,557.50
7.07	7030-E	Sidewalk, PCC, 6 in.	SY	35	\$ 100.00	\$ 3,500.00	\$ 92.00	\$ 3,220.00	\$ 125.00	\$ 4,375.00	\$ 85.00	\$ 2,975.00	\$ 154.00	\$ 5,390.00	\$ 237.40	\$ 8,309.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	40	\$ 65.00	\$ 2,600.00	\$ 85.00	\$ 3,400.00	\$ 65.00	\$ 2,600.00	\$ 90.00	\$ 3,600.00	\$ 65.00	\$ 2,600.00	\$ 75.00	\$ 3,000.00
7.09	7040-H	Removal of Existing Pavement	SY	392	\$ 15.00	\$ 5,880.00	\$ 18.00	\$ 7,056.00	\$ 17.50	\$ 6,860.00	\$ 20.00	\$ 7,840.00	\$ 25.00	\$ 9,800.00	\$ 18.00	\$ 7,056.00
7.10	7040-I	Curb and Gutter Removal	LF	196	\$ 12.00	\$ 2,352.00	\$ 20.00	\$ 3,920.00	\$ 17.50	\$ 3,430.00	\$ 12.00	\$ 2,352.00	\$ 18.00	\$ 3,528.00	\$ 35.00	\$ 6,860.00
Division 8: Traffic Control																
8.01	8020-B	Pavement Markings, Waterborne, White	STA	6.5	\$ 1,400.00	\$ 9,100.00	\$ 190.00	\$ 1,235.00	\$ 300.00	\$ 1,950.00	\$ 400.00	\$ 2,600.00	\$ 210.00	\$ 1,365.00	\$ 1,610.00	\$ 10,465.00
8.02	8020-G	Painted Symbols and Legends, Waterborne	EA	2	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 220.00	\$ 440.00	\$ 287.50	\$ 575.00
8.03	8020-K	Pavement Markings Removed	STA	1.2	\$ 1,800.00	\$ 2,160.00	\$ 400.00	\$ 480.00	\$ 600.00	\$ 720.00	\$ 500.00	\$ 600.00	\$ 440.00	\$ 528.00	\$ 1,725.00	\$ 2,070.00
8.04	8030-A	Temporary Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00	\$ 15,500.00	\$ 15,500.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ 14,875.00	\$ 14,875.00
8.05	8040-B	Traffic Signs	EA	5	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00	\$ 385.00	\$ 1,925.00	\$ 110.00	\$ 550.00	\$ 345.00	\$ 1,725.00
8.06	8040-E	U-Shaped Rail Steel Posts	LF	40	\$ 35.00	\$ 1,400.00	\$ 25.00	\$ 1,000.00	\$ 35.00	\$ 1,400.00	\$ 125.00	\$ 5,000.00	\$ 26.00	\$ 1,040.00	\$ 103.50	\$ 4,140.00
8.07	8040-J	Remove and Salvage Traffic Sign Assembly	EA	5	\$ 180.00	\$ 900.00	\$ 180.00	\$ 900.00	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00	\$ 575.00	\$ 2,875.00
Division 9: Site Work and Landscaping																
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15	\$ 5,000.00	\$ 750.00	\$ 4,000.00	\$ 600.00	\$ 7,500.00	\$ 1,125.00	\$ 13,000.00	\$ 1,950.00	\$ 5,500.00	\$ 825.00	\$ 4,600.00	\$ 690.00
9.02	9010-B	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15	\$ 7,500.00	\$ 1,125.00	\$ 20,000.00	\$ 3,000.00	\$ 11,500.00	\$ 1,725.00	\$ 20,000.00	\$ 3,000.00	\$ 8,250.00	\$ 1,237.50	\$ 23,000.00	\$ 3,450.00
9.03	9010-B	Hydraulic Mulching, BFM	AC	0.30	\$ 7,500.00	\$ 2,250.00	\$ 10,000.00	\$ 3,000.00	\$ 11,500.00	\$ 3,450.00	\$ 19,000.00	\$ 5,700.00	\$ 8,250.00	\$ 2,475.00	\$ 11,500.00	\$ 3,450.00
9.04	9040-F-1	Wattle, Straw, 9 in.	LF	936	\$ 3.00	\$ 2,808.00	\$ 2.00	\$ 1,872.00	\$ 3.00	\$ 2,808.00	\$ 5.75	\$ 5,382.00	\$ 2.20	\$ 2,059.20	\$ 2.30	\$ 2,152.80
9.05	9040-F-2	Wattle, Removal	LF	936	\$ 1.50	\$ 1,404.00	\$ 0.50	\$ 468.00	\$ 2.00	\$ 1,872.00	\$ 2.00	\$ 1,872.00	\$ 1.10	\$ 1,029.60	\$ 0.58	\$ 542.88
9.06	9040-T-1	Inlet Protection Device, Surface-Applied	EA	5	\$ 125.00	\$ 625.00	\$ 450.00	\$ 2,250.00	\$ 150.00	\$ 750.00	\$ 500.00	\$ 2,500.00	\$ 110.00	\$ 550.00	\$ 517.50	\$ 2,587.50
9.07	9040-T-1	Inlet Protection Device, Drop-In	EA	5	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ 575.00	\$ 2,875.00	\$ 182.00	\$ 910.00	\$ 230.00	\$ 1,150.00
9.08	9040-T-2	Inlet Protection Device, Maintenance	EA	10	\$ 50.00	\$ 500.00	\$ 30.00	\$ 300.00	\$ 75.00	\$ 750.00	\$ 200.00	\$ 2,000.00	\$ 39.00	\$ 390.00	\$ 34.50	\$ 345.00
Division 11: Miscellaneous																
11.01	11,020-A	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 22,500.00	\$ 22,500.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 35,132.50	\$ 35,132.50
11.02	11,050-A	Concrete Washout, Roll-Off Container	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,850.00	\$ 3,850.00	\$ 3,500.00	\$ 3,500.00	\$ 1,595.63	\$ 1,595.63
TOTAL CONSTRUCTION COST						\$ 240,087.50		\$ 248,066.00		\$ 249,788.00		\$ 263,141.00		\$ 312,276.40		\$ 327,767.74

Note 3: Math errors for Items 2.04 and 9.02 change the extended prices and by extension, the overall bid price for MNM Concrete Specialists. Math errors do not affect the overall bid order.



Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE UPTOWN PARKING IMPROVEMENTS", and moved:

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE UPTOWN PARKING IMPROVEMENTS

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 Uptown Parking Improvements, described in the plans and specifications heretofore adopted by this Council on July 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Caliber Concrete LLC of Adair, Iowa

Amount of bid: \$188,967.79

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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE UPTOWN PARKING IMPROVEMENTS", 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 UPTOWN PARKING IMPROVEMENTS

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 Uptown Parking Improvements, 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:	<u>Caliber Concrete LLC</u>	of	<u>Adair, Iowa</u>
Amount of bid:	<u>\$188,967.79</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



PROJECT DESCRIPTION

Add Data

This Data Entry Sheet fills Tab 100-10 effective 10-18-05
The Uptown Parking Improvements project includes the paving and/or striping of parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' of Pleasant Street and SW Cherry Street from SW 3rd Street to SW 4th Street.

PROJECT DATE: XX-XX-2023	DRAWN BY: JSH	NO.	DATE	REVISION	BY:
	DESIGNED BY: JSH	-	-		-
	CHECKED BY: NES	-	-		-
PLOT DATE: 5/23/2023 2:52 PM, G:\09\09085\09085056\CADD\Construction Documents\A\01 TITLE SHEET.dwg					



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
1555 SE Delaware Ave, Ankeny IA 50021
(515) 964-1920 www.msa-ps.com
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UPTOWN PARKING IMPROVEMENTS
CITY OF ANKENY
POLK COUNTY

PROJECT OVERVIEW

PROJECT NO.
09085056
SHEET
A.02

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of July, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Caliber Concrete LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

UPTOWN PARKING IMPROVEMENTS

The Uptown Parking Improvements include the paving and striping of parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' west of SW Pleasant Street and along SW Cherry Street from SW 3rd Street to 125' feet south of SW 4th Street.

The parking improvements include approximately 990 SY of 7" thick PCC Class C-SUD pavement, curb and gutter, Class 10 excavation, subgrade preparation, sidewalks, pavement markings, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Hundred Eighty-Eight Thousand Nine Hundred Sixty Seven and 79/100 DOLLARS (\$188,967.79), 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 substantially complete the overall project within **forty-five (45) working days**. Substantial completion shall be defined as all utility, grading and pavement construction complete with pavement markings and signs installed, and all streets, driveways and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project within **five (5) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **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:

CONTRACTOR:

Caliber Concrete LLC
Contractor

By _____
Signature

Cornner
Title

PO Box 248, 309 Audubon St.
Street Address

Adair, IA 50002
City, State, Zip Code

515-979-2004
Telephone



CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1155-86 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

Contract

CT-2

Uptown Parking Improvements

Notary Public in and for the State of Iowa
My commission expires January 29, 2024

Notary Public in and for the State of _____
My commission expires _____, 20____

State of _____)
 _____) SS
 _____ County)

Notary Public in and for the State of _____
My commission expires _____, 20____

Notary Public in and for the State of _____
My commission expires _____, 20_____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, On-site	CY	202	\$25.00	\$5,050.00
2.02	Excavation, Class 10	CY	61	\$40.00	\$2,440.00
2.03	Excavation, Class 10, Borrow	CY	44	\$60.00	\$2,640.00
2.04	Subgrade Preparation, 6 in.	SY	1,327	\$3.25	\$4,312.75
2.05	Subgrade Treatment, Geogrid	SY	100	\$10.00	\$1,000.00
2.06	Compacting Testing	LS	1	\$2,500.00	\$2,500.00
	WATER MAINS & APPURTENANCES				
5.01	Fire Hydrant Relocation	EA	1	\$11,550.00	\$11,550.00
	STRUCTURES FOR SANITARY & STORM SEWERS				
6.01	Intake, SW-511, Cast-In-Place	EA	1	\$8,550.00	\$8,550.00
6.02	Manhole Adjustment, Minor	EA	2	\$2,200.00	\$4,400.00
6.03	Intake Adjustment, Minor	EA	1	\$1,375.00	\$1,375.00
	STREETS & RELATED WORK				
7.01	Pavement, PCC, 7 in., C-SUD	SY	990	\$55.28	\$54,727.20
7.02	PCC Curb and Gutter, 2.0 ft., 6 in.	LF	178	\$49.19	\$8,755.82
7.03	PCC Curb and Gutter, 2.5 ft., 6 in.	LF	71	\$52.12	\$3,700.52
7.04	PCC Pavement Samples and Testing	LS	1	\$3,500.00	\$3,500.00
7.05	Removal of Sidewalk	SY	184	\$1.55	\$285.20
7.06	Sidewalk, PCC, 5 in.	SY	375	\$61.42	\$23,032.50
7.07	Sidewalk, PCC, 6 in.	SY	35	\$68.42	\$2,394.70
7.08	Detectable Warnings, Galvanized Steel	SF	40	\$75.00	\$3,000.00
7.09	Removal of Existing Pavement	SY	392	\$1.55	\$607.60
7.10	Curb and Gutter Removal	LF	196	\$11.00	\$2,156.00

	TRAFFIC				
8.01	Pavement Markings, Waterborne, White	STA	6.5	\$425.00	\$2,762.50
8.02	Painted Symbols and Legends, Waterborne	EA	2	\$250.00	\$500.00
8.03	Pavement Markings Removed	STA	1.2	\$750.00	\$900.00
8.04	Temporary Traffic Control	LS	1	\$500.00	\$500.00
8.05	Traffic Signs	EA	5	\$200.00	\$1,000.00
8.06	U-Shaped Rail Steel Posts	LF	40	\$31.25	\$1,250.00
8.07	Remove and Salvage Traffic Sign Assembly	EA	5	\$200.00	\$1,000.00
	SITE WORK & LANDSCAPING				
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15	\$5,000.00	\$750.00
9.02	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15	\$7,500.00	\$1,125.00
9.03	Hydraulic Mulching, BFM	AC	0.30	\$7,500.00	\$2,250.00
9.04	Wattle, Straw, 9 in.	LF	936	\$2.00	\$1,872.00
9.05	Wattle, Removal	LF	936	\$1.00	\$936.00
9.06	Inlet Protection Device, Surface-Applied	EA	5	\$100.00	\$500.00
9.07	Inlet Protection Device, Drop-In	EA	5	\$165.00	\$825.00
9.08	Inlet Protection Device, Maintenance	EA	10	\$35.00	\$350.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$24,470.00	\$24,470.00
11.02	Concrete Washout, Roll-Off Container	LS	1	\$2,000.00	\$2,000.00

TOTAL AMOUNT BID =

\$188,967.79

Contract

CT-6

Uptown Parking Improvements

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond Number: 292560Y

KNOW ALL BY THESE PRESENTS:

That we, Caliber Concrete LLC, as Principal (hereinafter the "Contractor" or "Principal") and Westfield Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Eighty-Eight Thousand Nine Hundred Sixty Seven and 79/100 DOLLARS (\$ 188,967.79), 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 3rd day of July, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

UPTOWN PARKING IMPROVEMENTS

The Uptown Parking Improvements include the paving and striping of parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' west of SW Pleasant Street and along SW Cherry Street from SW 3rd Street to 125' feet south of SW 4th Street.

The parking improvements include approximately 990 SY of 7" thick PCC Class C-SUD pavement, curb and gutter, Class 10 excavation, subgrade preparation, sidewalks, pavement markings, temporary traffic control, erosion control, final 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 improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 30th day of June, 2023.

PRINCIPAL:

Caliber Concrete LLC

Contractor

By

Signature

Title

SURETY:

Westfield Insurance Company

Surety Company

By

Signature E. A. von Harz

E. A. von Harz, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC

Company Name

4200 University Ave, Suite 200

Company Address

West Des Moines, IA 50266

City, State, Zip Code

800-677-1529

Company Telephone Number

NOTE:

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

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1429172 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORNBACH, JOINTLY OR SEVERALLY

of **WEST DES MOINES** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of June A.D., 2023.



Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com	FAX (A/C, No): 515-453-9357
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Middlesex Insurance Company		23434
INSURER B : Midwest Builders' Casualty Mutual Company		13126
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 153912439**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	A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0217146	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC100-0001914-2023A	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Uptown Parking Improvements

City of Ankeny and MSA Professional Services, Inc. are Additional Insured - Owners, Lessees or Contractors; State or Political Subdivisions; Lessor of Leased Equipment; Owners of Leased Land; Manager or Lessor of Premise; Mortgagee, Assignee, or Receiver; Controlling Interest; Co-owner of Insured Premises; Executors, Administrators, Trustees or Beneficiaries; Vendors; Grantor of Franchises; when required in a written contract, agreement or permit on a primary and non-contributory basis with respects to the General Liability policy per form CG7125 (06/22)

City of Ankeny and MSA Professional Services, Inc. are named as Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 West 1st St
Ankeny IA 50023-1557

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED Caliber Concrete LLC PO Box 248, 309 Audubon St Adair IA 50002	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

the General Liability policy per form CG2010 (12/19)

City of Ankeny and MSA Professional Services, Inc. are named as Additional Insured - Owners, Lessees or Contractors - Products-Completed Operations with respects to the General Liability policy per form CG2037 (12/19)

General Liability Aggregate applies separately per construction project per form CG7118 (06/20)

Contractual Liability applies to the General Liability Policy per form CG0001 (04/13)

XCU coverage is included on the General Liability policy per form CG0001 (04/13)

Waiver of Subrogation applies when required in a written contract or agreement to the General Liability policy per form CG7124 (06/22)

City of Ankeny and MSA Professional Services, Inc. are named as Additional Insured when required in a written contract or agreement on a primary and non-contributory basis with respects to the Auto Liability policy per form CA7057 (06/22)

Waiver of Subrogation applies when required in a written contract or agreement to the Auto Liability policy per form CA7057 (06/22)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Umbrella is follow form

Third Party Cancellation Notification - 30 Days with respects to the General Liability policy per form IL7060 (08/15)

Third Party Cancellation Notification - 30 Days with respects to the Auto policy per form IL7060 (08/15)

Third Party Cancellation Notification - 30 Days with respects to the Umbrella policy per form IL7060 (08/15)

Cancellation Notice - 30 days with respects to the Workers Compensation policy per form WC990601 (01/11)



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Public Hearing

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

PH 2023-44: Proposed The Westwinds, Plat 9, Storm Sewer Extension Project

EXECUTIVE SUMMARY:

The Westwinds, Plat 9, Storm Sewer Extension Project includes extension of an existing storm sewer pipe between 2012 SW Westwinds Drive and 2016 SW Westwinds Drive. The construction improvements include extension of the pipe to the nearby channel and restoration of areas impacted by the work, including but not limited to seeding and pavement replacement.

The bid opening for this project was held on Tuesday, June 27, 2023. Four (4) bids were received as follows:

1. J & K Contracting \$156,598.50
2. On Track Construction \$207,838.00

3. Absolute Group \$229,095.80

4. Granite Excavating \$388,818.00

The Engineer's Estimate for the project was \$157,672.00. The bids ranged from approximately 1% below to 146% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. J&K Contracting has completed other projects in the past for the City of Ankeny and is the contractor for the current North Four Mile Creek Trunk Sewer project. They have the experience and resources to complete this project. The Public Works Department recommends awarding The Westwinds, Plat 9, Storm Sewer Extension Project to J & K Contracting of Urbandale, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than August 3, 2023 and no later than October 2, 2023.

The Contractor shall substantially complete the overall project in 25 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed. The Contractor shall fully complete the overall project in 5 working days commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$157,672.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for The Westwinds, Plat 9, Storm Sewer Extension Project.
3. Receive and file the report of bids received on June 27, 2023.
4. Approve Resolution, making award of construction contract to J & K Contracting of Urbandale, Iowa.
5. Approve Resolution, approving contract and bonds with J & K Contracting in the amount of \$156,598.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

June 5, 2023: The City Council approved a Resolution ordering construction and setting the bid opening date as June 27, 2023, and setting the public hearing date as July 3, 2023.

PUBLIC OUTREACH EFFORTS:

Multiple meetings were held with adjacent property owners and residents throughout the design process. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to close Public Hearing 2023-44.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



PUBLIC HEARING 2023-44

5:30 P.M.

JULY 3, 2023

PROPOSED THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT

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 Westwinds, Plat 9, Storm Sewer Extension project. Notice of this hearing was published in the Des Moines Register on the 16th day of June, 2023.

Mayor:

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

City Clerk:

None in the Clerk’s Office.

Mayor:

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

After Report:

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

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

- ☐ Consider **MOTION** to close Public Hearing 2023-44.

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION 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
WESTWINDS, PLAT 9, STORM SEWER EXTENSION
PROJECT

WHEREAS, on the 5th day of **June**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as The Westwinds, Plat 9, Storm Sewer Extension 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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL

7/3/23

BID LETTING

10:30 A.M.

JUNE 27, 2023

THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT

The purpose of this meeting is to receive, open and tabulate bids for construction of the The Westwinds, Plat 9, Storm Sewer Extension Project in accordance with the Plans and Specifications prepared by Kirkham Michael.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 157,672⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	On Track Construction LLC 1435 West F Ave Nevada IA 50201	207838 ⁰⁰	✓
2) ✓	Granite Excavating 111 S 2nd Street Polk City IA 50226	388818 ⁰⁰	✓
* 3) ✓	J+K Contracting 10703 Justin Dr Urbandale IA 50322	156598 ⁵⁰	✓
4) ✓	Absolute Group PO Box 430 Granger IA 50109	229095 ⁸⁰	✓
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) 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 July 3, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director



Tabulation of Bids
City of Ankeny
The Westwinds, Plat 9, Storm Sewer Extension Project

I hereby certify that this is a true and correct bid tabulation of bids received on June 27, 2023 for
The Westwinds, Plat 9, Storm Sewer Extension Project in Ankeny, IA.

Benjamin Smith
Benjamin Smith, P.E., Project Engineer

2442542 6/27/23
License No. Date

				Engineer's Opinion of Cost		J&K Contracting		On Track Construction		Absolute Group		Granite Excavating	
	Item	Units	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
Division 2 - Clearing, Excavation, & Embankment													
2.1	CLEARING AND GRUBBING	UNIT	28.7	\$ 100.00	\$ 2,870.00	\$ 135.00	\$ 3,874.50	\$ 340.00	\$ 9,758.00	\$ 275.00	\$ 7,892.50	\$ 534.00	\$ 15,325.80
2.2	CLEARING AND GRUBBING	AC	0.12	\$ 45,000.00	\$ 5,400.00	\$ 178,000.00	\$ 21,360.00	\$ 168,000.00	\$ 20,160.00	\$ 272,000.00	\$ 32,640.00	\$ 16,000.00	\$ 1,920.00
2.3	TOPSOIL, ON SITE	CY	200.0	\$ 15.00	\$ 3,000.00	\$ 10.00	\$ 2,000.00	\$ 55.00	\$ 11,000.00	\$ 15.00	\$ 3,000.00	\$ 160.00	\$ 32,000.00
2.4	EXCAVATION, CLASS 10, IMPORT	CY	120.0	\$ 30.00	\$ 3,600.00	\$ 28.00	\$ 3,360.00	\$ 50.00	\$ 6,000.00	\$ 30.00	\$ 3,600.00	\$ 133.00	\$ 15,960.00
2.5	GRANULAR STABILIZATION	TON	150.0	\$ 30.00	\$ 4,500.00	\$ 38.00	\$ 5,700.00	\$ 65.00	\$ 9,750.00	\$ 45.00	\$ 6,750.00	\$ 158.00	\$ 23,700.00
Division 3 - Trench Excavation & Backfill													
3.1	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	750.0	\$ 30.00	\$ 22,500.00	\$ 38.00	\$ 28,500.00	\$ 32.00	\$ 24,000.00	\$ 68.00	\$ 51,000.00	\$ 125.00	\$ 93,750.00
Division 4 - Sewers & Drains													
4.1	STORM SEWER, TRENCHED, RCP, 12 IN	LF	9.0	\$ 225.00	\$ 2,025.00	\$ 200.00	\$ 1,800.00	\$ 350.00	\$ 3,150.00	\$ 275.00	\$ 2,475.00	\$ 342.00	\$ 3,078.00
4.2	PIPE CULVERT, TRENCHED, CMP, 18 IN	LF	226.0	\$ 150.00	\$ 33,900.00	\$ 110.00	\$ 24,860.00	\$ 200.00	\$ 45,200.00	\$ 200.00	\$ 45,200.00	\$ 370.00	\$ 83,620.00
4.3	PIPE APRON, METAL, 18 IN	EA	1.0	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,175.00	\$ 1,175.00	\$ 1,635.00	\$ 1,635.00	\$ 3,790.00	\$ 3,790.00
4.4	REMOVE APRON	EA	1.0	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00
Division 6 - Structures for Sanitary and Storm Sewers													
6.1	MANHOLE, SW-401, 48 IN.	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 4,800.00	\$ 9,600.00	\$ 4,850.00	\$ 9,700.00	\$ 5,675.00	\$ 11,350.00	\$ 10,540.00	\$ 21,080.00
6.2	REMOVE INTAKE	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 850.00	\$ 850.00	\$ 805.00	\$ 805.00	\$ 1,020.00	\$ 1,020.00
Division 7 - Streets & Related Work													
7.1	REMOVAL OF DRIVEWAY	SY	181.2	\$ 10.00	\$ 1,812.00	\$ 10.00	\$ 1,812.00	\$ 20.00	\$ 3,624.00	\$ 10.00	\$ 1,812.00	\$ 27.00	\$ 4,892.40
7.2	DRIVEWAY, PCC, 6 IN.	SY	181.2	\$ 75.00	\$ 13,590.00	\$ 85.00	\$ 15,402.00	\$ 80.00	\$ 14,496.00	\$ 80.25	\$ 14,541.30	\$ 160.00	\$ 28,992.00
7.3	DRIVEWAY ASSURANCE TESTING	LS	1.0	\$ 2,500.00	\$ 2,500.00	\$ 1,050.00	\$ 1,050.00	\$ 350.00	\$ 350.00	\$ 2,585.00	\$ 2,585.00	\$ 2,135.00	\$ 2,135.00
Division 8 - Traffic Control / Signalization													
8.1	TEMPORARY TRAFFIC CONTROL	LS	1.0	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,715.00	\$ 2,715.00	\$ 11,000.00	\$ 11,000.00
Division 9 - Site Work and Landscaping													
9.1	SEEDING, FERTILIZING AND MULCHING	AC	0.2	\$ 5,000.00	\$ 750.00	\$ 32,000.00	\$ 4,800.00	\$ 30,000.00	\$ 4,500.00	\$ 31,050.00	\$ 4,657.50	\$ 32,000.00	\$ 4,800.00
	SEEDING, FERTILIZING AND MULCHING - TEMPORARY STABILIZATION	AC	0.4	\$ 5,000.00	\$ 1,750.00	\$ 5,300.00	\$ 1,855.00	\$ 5,000.00	\$ 1,750.00	\$ 5,175.00	\$ 1,811.25	\$ 5,340.00	\$ 1,869.00
9.3	SEEDING, FERTILIZING AND MULCHING - CRITICAL SLOPES	AC	0.2	\$ 5,000.00	\$ 1,000.00	\$ 10,500.00	\$ 2,100.00	\$ 10,000.00	\$ 2,000.00	\$ 10,350.00	\$ 2,070.00	\$ 10,680.00	\$ 2,136.00
9.4	TEMPORARY ROLLED EROSION CONTROL PRODUCT	SY	75.0	\$ 10.00	\$ 750.00	\$ 10.00	\$ 750.00	\$ 10.00	\$ 750.00	\$ 10.35	\$ 776.25	\$ 11.00	\$ 825.00
9.5	FILTER SOCK, 8 IN.	LF	150.0	\$ 2.50	\$ 375.00	\$ 6.00	\$ 900.00	\$ 6.00	\$ 900.00	\$ 6.25	\$ 937.50	\$ 6.00	\$ 900.00
9.6	FILTER SOCK REMOVAL	LF	150.0	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00	\$ 1.40	\$ 210.00	\$ 1.00	\$ 150.00
9.7	RIP RAP, CLASS B	TON	70.0	\$ 90.00	\$ 6,300.00	\$ 65.00	\$ 4,550.00	\$ 100.00	\$ 7,000.00	\$ 115.00	\$ 8,050.00	\$ 126.00	\$ 8,820.00
9.8	STABILIZED CONSTRUCTION ENTRANCE	SY	160.0	\$ 30.00	\$ 4,800.00	\$ 10.00	\$ 1,600.00	\$ 58.00	\$ 9,280.00	\$ 18.00	\$ 2,880.00	\$ 32.00	\$ 5,120.00
9.9	TEMPORARY HYDROMULCHING	AC	0.4	\$ 10,000.00	\$ 3,500.00	\$ 4,200.00	\$ 1,470.00	\$ 4,000.00	\$ 1,400.00	\$ 4,150.00	\$ 1,452.50	\$ 4,270.00	\$ 1,494.50
9.10	ENGINEERING FABRIC	SY	85.0	\$ 10.00	\$ 850.00	\$ 3.00	\$ 255.00	\$ 7.00	\$ 595.00	\$ 5.00	\$ 425.00	\$ 10.00	\$ 850.00
9.11	REMOVE AND SALVAGE STONE LANDSCAPING	LS	1.0	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 3,400.00	\$ 3,400.00	\$ 1,800.00	\$ 1,800.00	\$ 5,340.00	\$ 5,340.00
Division 11 - Miscellaneous													
11.1	MOBILIZATION	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.30	\$ 10,000.30
11.2	CONCRETE WASHOUT	LS	1.0	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 625.00	\$ 625.00	\$ 3,500.00	\$ 3,500.00
Total Base Bid (Items 2.1 through 11.2)					\$ 157,672.00		\$ 156,598.50		\$ 207,838.00		\$ 229,095.80		\$ 388,818.00
			Bid Bond			X		X		X		X	
			Addendum			X		X		X		X	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE WESTWINDS, PLAT 9, STORM SEWER
EXTENSION 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 Westwinds, Plat 9, Storm Sewer Extension Project, described in the plans and specifications heretofore adopted by this Council on July 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **J&K Contracting** of **Urbandale, Iowa**

Amount of bid: **\$156,598.50**

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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



The Westwinds, Plat 9, Storm Sewer Extension Project
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the regular meeting of June 19, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL

Monday, June 19, 2023 5:30 p.m.

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

Mayor Mark Holm called the meeting to order at 5:31 p.m. Council Members Bobbi Bentz, Jeff Perry, Joe Ruddy, Todd Shafer and Kelly Stearns were in attendance. City Manager David Jones and City Attorney Amy Beattie were also present. Mayor Holm led in the Pledge of Allegiance.

PUBLIC FORUM

1. Melisa Cox, Ankeny Area Chamber of Commerce, updated council on SummerFest.
2. Linda Jansen, 701 SE 3rd St, Ankeny, expressed concern about street parking and the need for a crossing guard at SE Trilein Dr and SE 3rd St.
3. Chris Perkins, 709 SE 3rd St, Ankeny, voiced concerns about the no parking ordinance on SE 3rd St and asked council to reconsider alternatives.
4. Joelle Logemann, 418 NE 17th Ct, Ankeny, shared concerns regarding the proposed golf cart ordinance.
5. Karen Deters, 521 NW State St, Ankeny, requested council consider amending city code to require that fire pits be placed on safe surfaces such as cement or landscaping bricks.

APPROVAL OF AGENDA

1. Council Member Stearns moved, Shafer seconded, to approve and accept the June 19, 2023 agenda with amendment, removing CA-34 and CA-52. Ayes: 5.

PUBLIC HEARING

1. PH 2023-40. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed Ordinance 2146, amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, to allow operation of Utility Task Vehicles (UTVs) within city limits and city streets. Notice of this hearing was published in the Des Moines Register on the 9th day of June, 2023.

Brandt Johnson, Assistant to the City Manager, reported that State of Iowa Code chapters 321I and 321G were amended to allow operation of all-terrain vehicles (ATVs) and UTVs on county roadways. Provisions were also included to allow for the operation of UTVs within city limits. The City of Ankeny does not allow the use of ATVs or UTVs on streets and roadways within the city limits. Council has received requests from community members to consider changing Chapter 75 of the Ankeny Municipal Code - All Terrain Vehicles and Snowmobiles - to allow operation of UTVs on city streets. Presentations regarding UTVs, including staff concerns and proposed recommendations, were provided to the Council on February 6, April 3, and May 15, 2023. As directed by City Council, changes have been incorporated into a draft ordinance.

Mayor Holm then asked for any public comment regarding the proposed ordinance. Scott Whitaker, 3413 NW 22nd Circle, Ankeny, thanked Council for considering the ordinance change and voiced his support. Barry Starmer, 602 NE Trilein Dr, Ankeny, thanked Council and voiced support of the ordinance. Dan Taube, 516 SW Southlawn Dr, Ankeny, thanked council and requested the second and third readings of the ordinance be waived. Council

Member Bentz moved, Shafer seconded, to close public hearing 2023-40. Ayes: 5.

2. PH 2023-41. Mayor Holm announced this is the time and place for a public hearing on the matter of the proposed lease agreement between the City of Ankeny and the Ankeny Friends of the Arts, DBA Ankeny Art Center for property located at 1520 SW Ordinance Road and authorizing the execution of said property lease. Notice of this hearing was published in the Des Moines Register on the 9th day of June, 2023.

Mike Schrock, Assistant City Manager, reported that The Ankeny Art Center has leased the facility from the City since 2002. The lease approved in 2002 has remained unchanged since its adoption, and expired on the 28th day of February, 2007. Although the contract has been expired, the parties have abided by the same terms and conditions of the original contract. The parties now desire a new Lease Agreement, with new terms and conditions.

Mayor Holm then asked for any public comment regarding the proposed agreement. Hearing no comments, Council Member Shafer moved, Stearns seconded, to close public hearing 2023-41. Ayes: 5.

APPROVAL OF CONSENT AGENDA

Minutes

1. Official council actions of the regular meeting of June 5, 2023, as published.
2. Official council actions of the special meeting of May 31, 2023, as published.
3. Receive and file minutes of the Plan and Zoning Commission meeting of May 16, 2023.
4. Receive and file minutes of the Civil Service Commission meeting of May 18, 2023.
5. Receive and file minutes of the Ankeny Cultural Arts Board meeting of September 26, 2022.

Licenses and Permits

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

Finance/Budget

8. Receive and file Financial Reports for May 2023.
9. Receive and file Building Permit Report for May 2023.
10. Receive and file Utility Billing Report for May 2023.
11. Change Order #2 increasing the contract amount by \$2,805.00 to Elder Corporation, for construction services on the NW 18th St Reconstruction - NW Ash Dr to N Ankeny Blvd project.
12. Change Order #3 increasing the contract amount by \$2,200.00 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
13. Payment #11, \$191,825.52 to Absolute Concrete Construction, Inc. for construction services on the SE 3rd Street Utility Improvements - Phase 1 project.
14. Payment #11, \$517,582.80 to Absolute Concrete Construction, Inc., for construction services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
15. Payment #12, \$170,817.65 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, \$15,410.28 to Civil Design Advantage, for engineering services on the Otter Creek Trunk Sewer Extension - Phase 4 project.

17. Payment #4, \$5,755.33 to Civil Design Advantage for engineering services on the NW 36th Street and NW Weigel Drive HMA Resurfacing project.
18. Payment #34, \$4,717.00 to Civil Design Advantage for engineering services on the NW 18th Street Extension – NW Weigel Drive to NW Spruce Drive project.
19. Payment #2, \$1,375.00 to DIXON Engineering, Inc., for engineering services on the Delaware Ground Storage Reservoir Rehabilitation project.
20. Payment #3, \$597,513.62 to Elder Corporation, for construction services on the NE Delaware Avenue Reconstruction - NE 5th Street to Fourmile Creek project.
21. Payment #3, \$278,014.09 to Elder Corporation, for construction services on the NW 18th Street Reconstruction – NW Ash Dr. to N Ankeny Blvd. project.
22. Payment #1, \$12,436.75 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.
23. Payment #1, \$521,305.50 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.
24. Payment #5, \$71,575.30 to Grimes Asphalt and Paving Corporation, for construction services on the SE Delaware Ave HMA Widening project.
25. Payment #19, \$25,003.95 to HR Green, Inc., for construction administration and construction inspection services on the NE 36th Street Reconstruction Project - I-35 to NE Four Mile Drive.
26. Payment #7, \$1068.75 to ISG (I&S Group) for design and construction work on the High Trestle Trail Park Phase 1 project.
27. Payment #14, \$39,874.11 to McClure Engineering Company, for engineering services on the NW 18th Street Reconstruction - NW Ash Dr. to N Ankeny Blvd. project.
28. Payment #10, \$4,132.50 to McClure Engineering Company, for engineering services on the SW State Street Reconstruction - Southbound Lanes project.
29. Payment #2, \$129,995.15 to On Track Construction, LLC for construction services on the NW Northlawn Area Utility Improvements - Phase 2.
30. Payment #1, \$40,000 to Romtech Companies for construction services on the restroom facility at the Midway Park.
31. Payment #1, \$60,000 to Romtech Companies for construction services on the restroom facility at the Rally Complex.
32. Payment #2, \$159,011.47 to TK Concrete, Inc., for construction services on the 2023 PCC Street Patching Program project.
33. Jun 19, 2023 Accounts Payable by fund: General 488,427; Hotel Motel Tax 1,900; Police Gift 48; Road Use Tax 86,945; Police/Fire Pension 966; Library Foundation 150; Solid Waste 16,701; Water 754,304; Sewer 3,986,564; Storm Water 44,348; Golf Course 46,239; Enterprise Project 791,247; Revolving 2,113; Risk Management 123,548; BAN/Bond Activity 45,376 Capital Projects 2,463,289; Payroll Totals 1,442,918; Transfers/ACH (198,356); Agenda Payments approved separately (2,879,738); Grand Total \$7,216,989.
34. Generator maintenance services contract with Cummins Inc., of Des Moines, Iowa, and authorize the Mayor to sign Letter of Agreement.

Personnel

35. Accept the Civil Service Commission certified lists for appointment to: Police Officer, Police Sergeant, and Utilities Operator III, subject to passing any further departmental requirements.

Community Development

36. **RESOLUTION 2023-251** accepting a public sidewalk easement associated with the development of Lot 3, The District at Prairie Trail Plat 13.
37. **RESOLUTION 2023-252** accepting a public sidewalk easement associated with the development of Lot 2, The District at Prairie Trail Plat 5.
38. **RESOLUTION 2023-253** accepting a public sanitary sewer easement associated with the development of Outlot R, Vintage Business Park at Prairie Trail Plat 13.

39. **RESOLUTION 2023-254** accepting a public water main easement associated with the development of Lot 7 and Outlot R, Vintage Business Park at Prairie Trail Plat 13.
40. **RESOLUTION 2023-255** accepting a public sanitary sewer easement associated with the development of Lot 1, Vintage Business Park at Prairie Trail Plat 11.

Engineering

41. 2022 Native Vegetation Maintenance: a) Final Change Order #5 decreasing the contract amount by \$1,340.00; b) Certificate of Completion; c) **RESOLUTION 2023-256** accepting the public improvement with RedBud LLC in the amount of \$37,385.00; and d) Final Payment #7 in the amount of \$3,172.05 / Release of Retainage in the amount of \$1,869.25.
42. **RESOLUTION 2023-257** accepting public improvements for utilities (Sanitary Sewer) in Four Mile Distribution Center South.
43. **RESOLUTION 2023-258** accepting public improvements for paving in Four Mile Distribution Center South.
44. **RESOLUTION 2023-259** accepting public improvements for utilities in Heritage Park at Prairie Trail Plat 3.
45. **RESOLUTION 2023-260** accepting public improvements for paving in Heritage Park at Prairie Trail Plat 3.
46. **RESOLUTION 2023-261** accepting public improvements for utilities in The District at Prairie Trail Plat 12.
47. **RESOLUTION-262** accepting public improvements for paving in The District at Prairie Trail Plat 12.

Capital Improvement Projects

48. **2022 Prairie Ridge Aquatic Center - Resurfacing Project:** a) Final Change Order #1 decreasing the contract amount by \$1,387.00; b) Certificate of Completion; c) **RESOLUTION 2023-263** accepting the public improvement with Splash Pool & Spa Builders, LLC., in the amount of \$290,813.00; and d) Final Payment #3 in the amount of \$12,741.49; and Retainage Payment in the amount of \$14,540.65.
49. **RESOLUTION 2023-264** authorizing the execution of an agreement between Polk County, Iowa, the City of Ankeny, Iowa, and Rich Eychaner for the Creekview Drive Stormwater Wetland project.
50. **RESOLUTION 2023-265** accepting a proposal from Alpha Landscapes, LLC in the amount of \$79,988.00 for the construction of the NW 36th Street Widening - NW Ash Drive to North Ankeny Boulevard: Landscape Improvements project.

Administrative

51. Waiver of the requirements of Ankeny Municipal Code Section 142.02(E)10 in lieu of a Hold Harmless Agreement for Kuhn's Bakery during SummerFest.
52. **RESOLUTION 2023-266** setting a public hearing on amending the code of ordinances of the City of Ankeny, Iowa, by creating Chapter 78 – Provisions pertaining to operation of golf carts on City streets (date of hrg: 7/17/2023 @ 5:30 p.m.)
53. Renewal of the general insurance policy with Iowa Communities Assurance Pool (ICAP) for the policy year July 16, 2023 through July 15, 2024, with a premium amount of \$535,103.
54. Renewal of the crime and cyber policy with Travelers Casualty and Surety Company for the policy year July 16, 2023 through July 15, 2024, with a premium amount of \$61,250.
55. Renewal of the workers' compensation policy with Iowa Municipalities Workers' Compensation Association (IMW CA) for the policy year July 1, 2023 through June 30, 2024, with a premium amount of \$438,716.
56. **RESOLUTION 2023-267** approving to pay the remaining Joint Public Service Agreement debt service payments to Polk County.

57. Agreement for crossing guard services for the 2023-2024 school year between the City of Ankeny, the Ankeny Community School District and All City Management Services, Inc.

Approval of Consent Agenda Items

1. Council Member Stearns moved, second by Perry, to approve the recommendations for Consent Agenda Items CA-1 through CA-57, excluding CA-34 and CA-52. Ayes: Stearns, Perry, Bentz, Ruddy, Shafer.

LEGISLATIVE BUSINESS

Boards/Commissions

1. Motioned by Bentz, second by Stearns, to approve the Mayor's appointments to expiring Board and Commission Member seats: **Library Board of Trustees:** Appointments to 4-year term (7/01/2023 through 6/30/2027): Fred Schuster, Amber Sommerfeld, and Nancy Medema. **Economic Development Council:** Reappointments to 3-year term (7/01/2023 through 6/30/2026): Amy Wiederin and David Kinsley. Ayes: Bentz, Stearns, Perry, Ruddy, Shafer.

Approval of Ordinances

1. **Ord 2144.** An Ordinance vacating a portion of public right-of-way described as Lot B, Crosswinds Business Park Plat 1, containing 1.90 acres (+/-). Council Member Ruddy moved, Stearns seconded, to accept second consideration of ORDINANCE 2144. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer. Council Member Stearns moved, Ruddy seconded, to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2144, sending it on its final passage and publication as required by law. Ayes: Stearns, Ruddy, Bentz, Perry, Shafer. Council Member Ruddy moved, Stearns seconded, to adopt **RESOLUTION 2023-268** authorizing the sale of real estate vacated by the City of Ankeny to Legacy Housby, LLC. Legacy Cutler, LLC and Legacy Reichardt, LLC. Ayes: Ruddy, Stearns, Bentz, Perry, Shafer.
2. **Ord 2145.** An Ordinance amending Chapter 69 Parking Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 69.04 Angle Parking, Section 69.10 No Parking on North and East Sides of Streets, and Section 69.11 No Parking on Both Sides. Council Member Bentz moved, Ruddy seconded, to accept second consideration of ORDINANCE 2145. Nays: Bentz, Ruddy, Perry, Shafer, Stearns.
3. **Ord 2146.** An Ordinance amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to allow operation of Utility Task Vehicles (UTVs) within city limits and on city streets. (PH 2023-40) Council Member Bentz moved, Shafer seconded, to accept the first consideration of ORDINANCE 2146. Ayes: Bentz, Shafer, Perry, Ruddy, Stearns.

NEW BUSINESS

1. Proposed Lease Agreement for the Property at 1520 SW Ordinance Road between the Friends of the Arts, DBA, Ankeny Art Center and the City of Ankeny, Iowa. (PH 2023-41) Council Member Stearns moved, Ruddy seconded, to adopt **RESOLUTION 2023-269** approving Lease Agreement by and between the City of Ankeny and the Ankeny Friends of the Arts, DBA Ankeny Art Center. Ayes: Stearns, Ruddy, Perry, Shafer. Abstain: Bentz.

ADJOURNMENT

1. Moved by Ruddy, second by Shafer, to go into Executive Session at 6:26 p.m., pursuant to the provisions of Iowa Code Section 21.5, subparagraph (j) "to discuss the purchase or sale of

particular real estate only where the premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property". Ayes: Ruddy, Shafer, Bentz, Perry, Stearns.

2. Council returned to regular session and adjourned the meeting at 7:07 p.m.

Michelle Yuska, City Clerk

Mark Holm, Mayor

Published in the Des Moines Register on 6/30/23.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Approval of official council actions of the special meeting of June 13, 2023, as published, subject to correction, as recommended by the City Clerk.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [Minutes](#)

MINUTES OF THE ANKENY CITY COUNCIL SPECIAL MEETING

Tuesday, June 13, 2023

Ankeny Kirkendall Library - City Council Chambers

Mark Holm, Mayor

Bobbi Bentz, Mayor Pro tem

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

Mayor Holm called the meeting to order at 1:03 p.m. Council Members Jeff Perry, Joe Ruddy, and Todd Shafer joined the meeting electronically. Council Members Bobbi Bentz and Kelly Stearns were absent. City Manager David Jones was also present.

APPROVAL OF AGENDA

1. Council Member Ruddy moved, Shafer seconded, to approve and accept the June 13, 2023 agenda as presented. Ayes: 3.

APPROVAL OF CONSENT AGENDA

Licenses

1. Issuance of liquor license in the City of Ankeny.

Approval of Consent Agenda Item

1. Council Member Ruddy moved, second by Shafer, to approve the recommendation for Consent Agenda Item CA-1. Ayes: Ruddy, Shafer, Perry.

ADJOURNMENT

1. At 1:04 p.m. council adjourned the special meeting.

Michelle Yuska, City Clerk

Mark E. Holm, Mayor

Published in the Des Moines Register on the 23rd day of June, 2023.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Kirkendall Library

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Library Board of Trustee meeting of May 18, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 Minutes

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

Thursday, May 18, 2023

Regular meeting: 6 p.m.

Location: Library

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

Staff: Sam Mitchel, Holly Sealine

Guests: Maryann Mori, Jennifer Seas

Topic	Discussion
Call to Order	Wiser called meeting to order.
Approval of Minutes	Changed “call to order” for April minutes to Meyer. Wiser motioned to approve. Stephenson seconded. All approved.
Public Comments	
Consent Agenda	Financials update provided by Mitchel. - No real red flags on the Run Rate. - Mitchel thinks he’ll discuss with Jennifer Seas how we can meet our requirements and how much detail we need to provide.
Policy/Procedure Review	
Director’s Report	Mitchel provided report: - Admin meetings focused on staff in-service training. - Maintained use of Ankeny Living and social media to promote our programs. - As of April 6, we had 1,426 visitors to the library. Wiser stated that if any assistance is needed from the board regarding bill paying, we would be more than willing to assist.
Department Reports	
Committee Reports	
Friends of the Library	Mitchel stated that no meeting was held in May. There is a summer reading program. However, we are moving away from limiting this to just reading. We are marketing this as a summer library program. Friends have been helping with a fundraiser for t-shirts for staff. The library will also be asking for annual funds from the Friends in June.
Old Business	
New Business	State Library of Iowa – Maryann Mori, Central Representative - Understand the roles of the Library Board, Director, and City in Library Operations - As trustees, we need to be aware of Public Library Standards. 5 best things to know in order to improve relationships between the library and city: - Library is a city department. - Library boards are administrative boards. Most other boards are advisory boards only. - The library’s ordinance is unique and gives us administrative power. Any changes to the board or selection of board members must be voted upon by the city. - Library budgetary control is overseen by the board. However, city

Topic	Discussion
	council gives us the bottom line. Library board also has authority to set salary of Director and Library staff. • Mitchel asked – bills come in daily and are approved at city council meetings. How are individual bills supposed to be presented? Mori answered that some cities make copies of each bill. Others keep a bills list. However, the problem is that the bills may be getting to the city late even though they are approved by the library board. This could incur late fees. • Stephenson asked if the full board had to vote on how to approach bills that are late. Mori responded that we must meet as a whole board (not an executive committee). • Meyer stated that what Mori presented, doesn't sound like what we do in Ankeny. Mitchel responded that when we plan our budget, we have an idea of what we're spending. During the year, if there is a change in what we think we'll spend, what is the process we should take? Mori responded that we should have ability to shift funds as long as we stay within budget. But city council may still need to be made aware. ▪ Library provides community impact and contributes to economic development. ○ City can encourage the relationship by: Visit the library, get and use a library card, ask for updates, include director in city/county meetings, and appoint a liaison. ○ Top 5 primary board goals: Plan for future, monitor and evaluate library, advocate, adopting policy, and hiring and evaluating the Director. • Wisner asked – when we talk about a library, the building has city council chambers and various meeting rooms. Is the library the “building” or everything but the chambers/meeting rooms? Mori responded that the library belongs to the public AND the city. As a building, it is a city building. City has responsibility to maintain the building. Library as an entity is a community place. • Mitchel asked about the budget – library fines/fees/room rentals go into general fund. Asked if there were anything we had to do to ensure funds were coming back to library (supplements our budget). Mori responded that anything that comes from the library is city money. It would benefit us to have good relationship with the city. Meyer asked – some cities want to get rid of fines. How does that work? Mori responded that this is a common question. She will send Mitchel a link to a webinar. • Mitchel asked – If some funds become available, how do we give city administration a heads up that we want to use that money and how it will be used? We should bring it up when city is in middle of budget prep. Otherwise, we may not get approval. Stephenson asked about Friends of Library – how do they fit into budget process. If they donate, what do we use that for? Mitchel responded that they're not supposed to supplant, but supplement. We do not have to report that as income on State annual survey. Mori responded that it also depends on how we receive funds. Director Review:

Topic	Discussion
	Meyer asked about Director review – he wondered how that works. Mori responded that they use 360 – this incorporates input from public. If we ask staff about director, it may undermine authority of Director. This could result in inaccurate responses or encourage chronic complainers. Encouraged us to use sparingly.
Adjournment	After next meeting, 3 board members are leaving. Interviews were conducted week of May 15. Mitchel is waiting to hear back if those candidates are still interested. Mayor plans to induct them on June 15. Wiser adjourned meeting. The next meeting will be held June 15, 2023.

Respectfully submitted, Miranda Piepho, Secretary

Approved: 6/15/23



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Plan and Zoning Commission meeting of June 6, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 P&Z Minutes 2023-06-06

Meeting Minutes
Plan & Zoning Commission Meeting
Tuesday, June 6, 2023

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

CALL TO ORDER

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

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Motion by T.Flack to approve the June 6, 2023 agenda without amendments. Second by G.Hunter. All voted aye. Motion carried 5 – 0.

COMMUNICATIONS

There were no communications.

CITIZEN'S REQUEST

There were no requests.

CONSENT AGENDA ITEMS

Item #1. Minutes

Motion to approve and accept the May 16, 2023 minutes of the Plan and Zoning Commission meeting.

Item #2. Four Mile Distribution Center Plat 2 Final Plat

Motion to recommend City Council approval of the Four Mile Distribution Center Plat 2 Final Plat.

Item #3. 5775 SE Four Mile Drive - NGR East Site Plan

Motion to approve the site plan for 5775 SE Four Mile Drive, NGR East; subject to recordation of the Four Mile Distribution Center Plat 2 Final Plat.

Item #4. 3713-3715 SE Convenience Boulevard - Ankeny Regional Airport North Property Line Box Hangars Site Plan

Motion to approve the site plan for 3713-3715 SE Convenience Boulevard, Ankeny Regional Airport North Property Line Box Hangars; subject to approved easement documents, contracts and bonds, and traffic impact study.

Item #5. 4325 SE Delaware Avenue - Banfield Pet Hospital Site Plan

Motion to approve the site plan for 4325 SE Delaware Avenue, Banfield Pet Hospital.

Motion by L.West to approve the recommendations for Consent Agenda Items #1 - #5. Second by T.Ripper. All voted aye. Motion carried 5– 0.

PUBLIC HEARINGS

There were no public hearings.

BUSINESS ITEMS

There were no business items.

REPORTS

City Council Meeting

E.Jensen reported on the June 5, 2023 City Council meeting.

Director's Report

E.Jensen presented the tentative agenda items for the June 20, 2023 Plan and Zoning Commission meeting and the May 2023 Building Permit Report. He further updated the Commission on two projects that have currently paused but anticipates them moving forward in the near future.

Trina Flack, Catch Des Moines, provided a presentation to the Commission covering the economic impact generated in the metro area from the work that Catch Des Moines performs throughout the year.

Commissioner's Reports

L.West said that Phoenix, AZ has halted building of residential developments due to the lack of water to service new developments.

T.Flack inquired whether the ballfield at Hwy 415 and NW 8th Street was a city ballfield. Staff responded, yes. She also confirmed that the development which has begun in front of the strip mall on SE Delaware is a Chase Bank building.

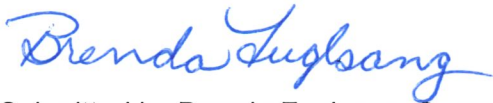
T.Rapp shared that on Saturday, June 16th there will be a ribbon cutting at Miracle Park for the new wheel chair accessible swing.

MISCELLANEOUS ITEMS

June 19, 2023 – 5:30 p.m. City Council Meeting Representative: Staff

ADJOURNMENT

There being no further business, T.Rapp motioned to adjourn. Second by G.Hunter. Meeting adjourned at 6:59 p.m.



Submitted by Brenda Fuglsang, Secretary
Plan & Zoning Commission



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Receive and file minutes of the Zoning Board of Adjustment meeting of May 2, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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 [ZBOA Minutes 2023-05-02](#)

Meeting Minutes
Zoning Board of Adjustment
Tuesday, May 2, 2023
Ankeny City Council Chambers
1250 SW District Drive, Second Floor, Ankeny, Iowa

CALL TO ORDER

Chair Matt Ott called the May 2, 2023 regular meeting of the Zoning Board of Adjustment to order at 5:00 p.m.

ROLL CALL

Members present: Jeff Baxter, Matt Ott, Kristi Tomlinson, and Nichole Sungren. Absent: Brett Walker.
Staff: E.Jensen, E.Carstens, D.Gervais, L.Hutzell, R.Kirschman.

AMENDMENTS TO THE AGENDA

There were no amendments to the agenda.

MINUTES OF THE APRIL 18, 2023 REGULAR MEETING

Motion by K.Tomlinson to approve the April 18, 2023 meeting minutes as submitted. Second by N.Sungren. All voted aye. Motion carried 4 – 0 .

COMMUNICATIONS / CORRESPONDENCE

There were no communications.

BUSINESS ITEMS

PUBLIC HEARINGS:

#23-08

Kara Bixby Rodriguez & Joel Rodriguez

for property located at

2943 SW 3rd Street

-EX W67F & N 67F ON W LN & N70.59F ON ELN RD EASS140F N 798.1F

W 356.14F NW 1/4 SEC 22-80-24

RE: Variance - Front Yard Setback

Chair M.Ott opened the public hearing.

Kara Bixby, 2943 SW 3rd Street said that they purchased their home last month and are requesting a variance to allow a front yard setback of 23-feet from the roadway easement instead of a 35-foot setback. She noted that the home was built in the 1970's. She stated that they were under contract to purchase the home and when they started the process to purchase, they were notified that there was a zoning issue with the property. Kara Bixby further stated that they decided to continue with the purchase and work towards resolving the zoning issue. She respectfully asked for the Board to approve the request.

D.Gervais reported that the applicant is requesting a variance to allow the existing home to encroach approximately 12-feet into the 35-foot front yard setback for the subject property at 2943 SW 3rd Street, which is located south of SW 3rd Street and east of SW Irvinedale Drive. She noted that the subject property is not a platted lot. She stated that the subject property is zoned C-2, General Retail, Highway-Oriented, and Central Business Commercial District with neighboring properties to the north, east, and south being zoned C-2. The neighboring properties west of SW Irvinedale Drive are unincorporated and under Polk County jurisdiction, zoned Rural Residential. D.Gervais provided the Board with the history of the property and home starting back in 1973, which was when the home was to be constructed on the property. She said that during staff's research; they found that the home was partially constructed in the Roadway Easement area for SW 3rd Street. She stated that after much discussion with other City departments, including public works and municipal utilities, the recommendation was that at least 30-feet of the Roadway Easement should be retained and the private utility companies required an additional 3-feet for a total of 33-feet for the south side of the Roadway Easement, measured from the street centerline of SW 3rd Street. D.Gervais stated that on May 1, 2023, City Council approved the ordinance vacating this portion of the Roadway Easement, allowing for a free and clear 23-foot front yard setback. All property owners within 250-feet of the subject property were notified and to date, staff has not received any correspondence either for or against the request. Staff does not have concern about the future impact of this variance request on the existing neighborhood; and recommend that the Zoning Board of

Adjustment grant a variance to Ankeny Municipal Code Section 192.09(3)(D) to allow a 23-foot front yard setback for the existing home at 2943 SW 3rd Street. Staff's position is based on a determination that the existing front yard setback from home does not impair adequate supply of air and light, does not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

Motion by J.Baxter to close the public hearing, and receive and file documents. Second by M.Ott. All voted aye. Motion carried 4 – 0.

The Board has no concerns with the request.

Board Action on Filing #23-08 property located at 2943 SW 3rd Street

Motion by M.Ott that the Zoning Board of Adjustment grant a variance to Ankeny Municipal Code Section 192.09(3)(D) to allow a 23-foot front yard setback for the existing home at 2943 SW 3rd Street. The Board's decision is based on a determination that the existing front yard setback from home does not impair adequate supply of air and light, does not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried 4 – 0.

#23-09 and #23-10

Ralph Grout

for property located at

1101 NE Trilein Drive

Lot 9, Barclay Plat 1

RE: #23-09 Variance - Rear Yard Setback, Sunroom

#23-10 Variance - Rear Yard Setback, Deck

Chair M.Ott opened the public hearing.

Ralph Grout, 1101 NE Trilein Drive, said that they bought the house last August and decided this year to add a deck. He stated that they were not aware that there was no permit pulled to screen in the deck, which is currently fully enclosed. Ralph Grout said that they are asking for a variance for the screened in deck since it was not approved by the City and a variance for the deck that they would like to build off of the screened in area. He said he would answer any questions the Board may have.

L.Hutzell reported that the subject property is located at 1101 NE Trilein Drive, east of N Ankeny Boulevard and South of NE 18th Street within the northeastern quadrant of Ankeny. She said the property is zoned R-1, One-Family Residence District and contains a single-family home with an attached sunroom on the east side of the .234-acre lot. Neighboring properties in all directions are also zoned R-1, while properties further to the west are zoned R-2. L.Hutzell stated that the home, as it sits today, has a sunroom that sits 12-feet off the east side of the house, creating a 10-foot encroachment into the required 35-foot rear yard setback. She noted that permit records indicate that the house on the subject property was constructed in 1990; however, original plans indicate that the home was built without a sunroom and is setback 37-feet from the rear property line. The existing sunroom also has an exterior staircase 4-feet. She shared that a contractor, on behalf of the property owners, submitted a permit application to construct an uncovered deck attached to the existing sunroom and at that time City staff realized the existing sunroom was never properly permitted and encroaches 10-feet into the required 35-foot rear yard setback. She said that the proposed deck is 216 square feet in size and would sit on the north side of the sunroom with access to the sunroom's existing rear door via a proposed 4-foot wide walkway. L.Hutzell stated that per City code, unenclosed decks are allowed to extend up to twelve feet into the rear yard setback, however staff realized that the sunroom's 10-foot encroachment results in the deck also encroaching 2-feet beyond the 12-feet allowed by code. Staff then informed the applicant that a second variance would be needed to approve the plans for the deck. The staff position is to grant a 10-foot variance to Ankeny Municipal Code Section 192.03(3)(E) to allow a 25-foot rear yard setback for an existing sunroom at 1101 NE Trilein Drive. Staff's position is based on a determination that the decreased rear yard setback from the existing sunroom would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. It is also staff's position to grant a 2-foot variance to Ankeny Municipal Code Section

196.03(2B)(2), to allow an unenclosed deck to encroach two-feet beyond the allowed 12-feet by code at 1101 NE Trilein Drive. Staff's position is based on a determination that the decreased rear yard setback from the unenclosed deck would not impair adequate supply of air and light, would not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code.

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

Motion by M.Ott to close the public hearing, and receive and file correspondence received. Second by K.Tomlinson. All voted aye. Motion carried 4 – 0.

The Board had no concerns with the requests.

Board Action on Filing #23-09 property located at 1101 NE Trilein Drive

Motion by J.Baxter that the Zoning Board of Adjustment grant a 10-foot variance to Ankeny Municipal Code Section 192.03(3)(E), to allow for a 25-foot rear yard setback for an existing sunroom at 1101 NE Trilein Drive. The Board's position is based on a determination that the decreased rear yard setback from the existing sunroom does not impair adequate supply of air and light, does not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by N.Sungren. All voted aye. Motion carried 4 – 0.

Board Action on Filing #23-10 property located at 1101 NE Trilein Drive

Motion by J.Baxter that the Zoning Board of Adjustment grant a 2-foot variance to Ankeny Municipal Code Section 196.03(2B)(2), to allow for an unenclosed deck to encroach two-feet beyond the allowed 12-feet by code at 1101 NE Trilein Drive. The Board's position is based on a determination that the decreased rear yard setback will not impair adequate supply of air and light, will not increase public danger of fire, or diminish property values; and that this request is in harmony with the intended spirit and purpose of the Ankeny Municipal Code. Second by K.Tomlinson. All voted aye. Motion carried 4 – 0.

NEW BUSINESS

There was no new business.

REPORTS

There were no reports.

There being no further business, meeting adjourned at 5:26 p.m.



Submitted by Eric Carstens, Planning Manager
Zoning Board of Adjustment



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Receive and file minutes of the Human Rights Commission meeting of May 25, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 HRC Approved Minutes 5-25-2023

Meeting Minutes

Human Rights Commission

Thursday, May 25, 2023

5:30 p.m.

City Council Chambers Ankeny Kirkendall Public Library
1250 SW District Dr, Ankeny, Iowa

Aubrey Alvarez
Dustin Graber

Lindsay Norland
Tim Olson
Laura Parkinson

1. CALL TO ORDER

Chair Olson called the meeting to order at 5:31 PM.

2. ROLL CALL

Olson, Norland, Graber, and Alvarez present. Parkinson absent. Brandt Johnson, Mike Schrock, staff liaisons present.

3. MOTION TO APPROVE THE AGENDA FOR May 25, 2023

Alvarez motioned to approve the agenda as presented, Graber seconded. Ayes: 3, motion carried.

4. MOTION TO APPROVE THE MINUTES FROM April 27, 2023

Graber motioned to approve the minutes from the April 27, 2023 meeting. Alvarez seconded. Ayes: 3, motion carried.

5. OLD BUSINESS

a. Discussion and Possible Action– 2023 HRC Work Plan

Olson shared with the commission the final version of the 2023 work plan for the HRC to discuss. The Commission discussed the finalized version of the 2023 HRC Work Plan.

Alvarez motioned to approve the 2023 HRC Work Plan. Graber seconded. Ayes: 4, motion carried.

b. Discussion and Possible Action– HRC Meeting Schedule

No action was taken on this item.

6. NEW BUSINESS

a. Juneteenth Proclamation Reading

Alvarez discussed with the commission that the Ankeny Community Network (ACN) is hosting the Juneteenth celebration on June 17 at the District in Prairie Trail and ACN was looking to see if the Mayor could come to the event to read the Juneteenth proclamation that he signed and they wanted to invite members of the HRC and City Council to attend the event.

Johnson said that the Mayor is unable to attend the event but that he had indicated that he would like to either reach out to the Mayor Pro Tem or another Council member to read the proclamation per City protocol. Schrock mentioned that the proclamation has already been provided to Renee so they have it on hand just in case.

Alvarez asked how it is determined if there are tables at events such as Juneteenth and Schrock said that it is generally up to each department to determine if a table is warranted at an event or that HRC members could volunteer to hand out information such as the pamphlets that are brought to each HRC meeting.

7. STAFF REPORT

Johnson reviewed the May 2023 staff memo with the HRC.

8. COMMISSIONER REPORTS

Alvarez said that the Ankeny Chamber is developing a multicultural taskforce training that would be available for members to attend along with the Chambers minority owned business summit on August 29. Alvarez also mentioned that Ankeny Pride is June 24 from 4 to 9 p.m. at the Ankeny Pavilion.

9. ADJOURN

Meeting adjourned at 6:05 PM.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Receive and file minutes of the Parks Board meeting of April 24, 2023.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Parks Board Minutes 2023-4-24

**Ankeny Park Board Meeting
April 24, 2023**

Meeting Minutes:

Call to Order: Chairperson Aaron Bradshaw called the Park Board meeting to order at 5:30 p.m. Nichole Church and Amber Smith were not in attendance. All other board members were present. Nick Lenox and Leslie Reab represented City of Ankeny staff.

Approval of Minutes: The February meeting minutes were reviewed and approved with a motion from Josh Craighead and a second from Chad Hade. All approved.

Park Projects -Updates: Lenox updated the board on several park projects. Updates included Bellagio Park punch list items, Cherry Glen Ballfield project development, Irvinedale Trailhead nearing completion with ribbon cutting to take place hopefully in June, Creekside Park design has been completed and bid proposals deadline set for May 30, and Midway Park (Des Moines Street Park) and Rally Complex Phase 2 construction.

Other project updates included Rock Creek Greenway native plantings, High Trestle Trail Oralabor Road overpass light repairs, City facilities landscaping, Oralabor Road and State Street intersection underpass and installation of a We-Go-Swing, an inclusive accessible wheelchair swing, at Miracle Park.

2023 Aquatic Season Preview: Lenox reported Cascade Falls and Prairie Ridge Aquatic Centers will open for the 2023 season Memorial Day weekend. Currently 28 certified lifeguards have been hired and an additional 27 are registered for lifeguard training courses. Prairie Ridge resurfacing project is nearing completion. A Fiscal Year 2023 Budget amendment was approved to make concrete repair and improvements to the slide tower at Prairie Ridge.

RAGBRAI: Ankeny will be a RAGBRAI meeting town on Wed., July 26 on the ride from Ames to Des Moines. Ankeny Chamber of Commerce and Uptown Ankeny will host events at the Ankeny Market & Pavilion and within the District. The City will provide road closures, port-a-potties and water stations. An official route is being finalized and will be released to the public early July.

Hade asked if the City needed Park Board members help during RAGBRAI. Lenox stated he will email information once details are finalized. Lenox also stated there are volunteer opportunities throughout the summer, including Miracle League and Beats & Eats, if interested.

Chairperson's Report – Aaron Bradshaw: No report.

Board Member Reports:

- Baldwin: Jared stated his family recently moved near Otter Creek Golf Course and if issues arise with general public using the golf cart path for exercise or walking dogs, he is willing to help address those issues.
- Craighead: No report.

- Hade: Chad inquired if Otter Creek Golf Course is among the courses participating in the Iowa Youth on Course golf program. Lenox informed him Otter Creek is not participating, but will speak to Curt Ingram, Otter Creek's Head Golf Professional, to see if he is aware of the program.
- Maki: No report.

Adjournment: Josh Craighead moved meeting adjournment and Katie Maki provided the second. The meeting was adjourned at 6:30 p.m.

Minutes Reported By: Leslie Reab, Parks & Recreation Administrative Assistant



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve the issuance of a special permit to Derek Watson for the purpose of bow hunting of deer for the hunting season effective October 1, 2023 on private property within the city limits pursuant to Municipal Code Section 41.11(3).

EXECUTIVE SUMMARY:

Captain Makai Echer has reviewed the request and approved the issuance of a special permit to the applicant for the purpose of bow hunting of deer within the City limits.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve the special hunting permit as requested.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Application
 PD Recommendation

6/15/2023

6.15.2023

To Whom It May Concern:

I am writing this letter to formally request a special permit to bowhunt whitetail deer within Ankeny city limits. The dates for this request would begin on October 1st 2023.

I have received written permission from Jeff Grubb (signed statement attached) to bowhunt his property at Deer Creek Estates LLC. The District/Parcel is <181/15925-795-134> and the GeoParcel is <8023-17-100-009>. The land is one mile east of I35 and half a mile North of E 1st Street.

I have participated in the Urban Controlled Bowhunts (per Polk County Conservation) since September of 2007. Jeff is a landowner next to the property I hunt for the Urban program. This is how we met and developed a relationship / friendship. I have completed a hunter's safety course with additional training in order to be a part of the Urban Bowhunts. In order to qualify for the Urban Bowhunt I annually take a proficiency test to ensure accuracy and safety for all. I understand I am subject to all rules and regulations according to the DNR with respect to whitetail hunting in Iowa.

I appreciate your consideration; please feel free to contact me directly with any additional questions or requirements.

Derek Watson

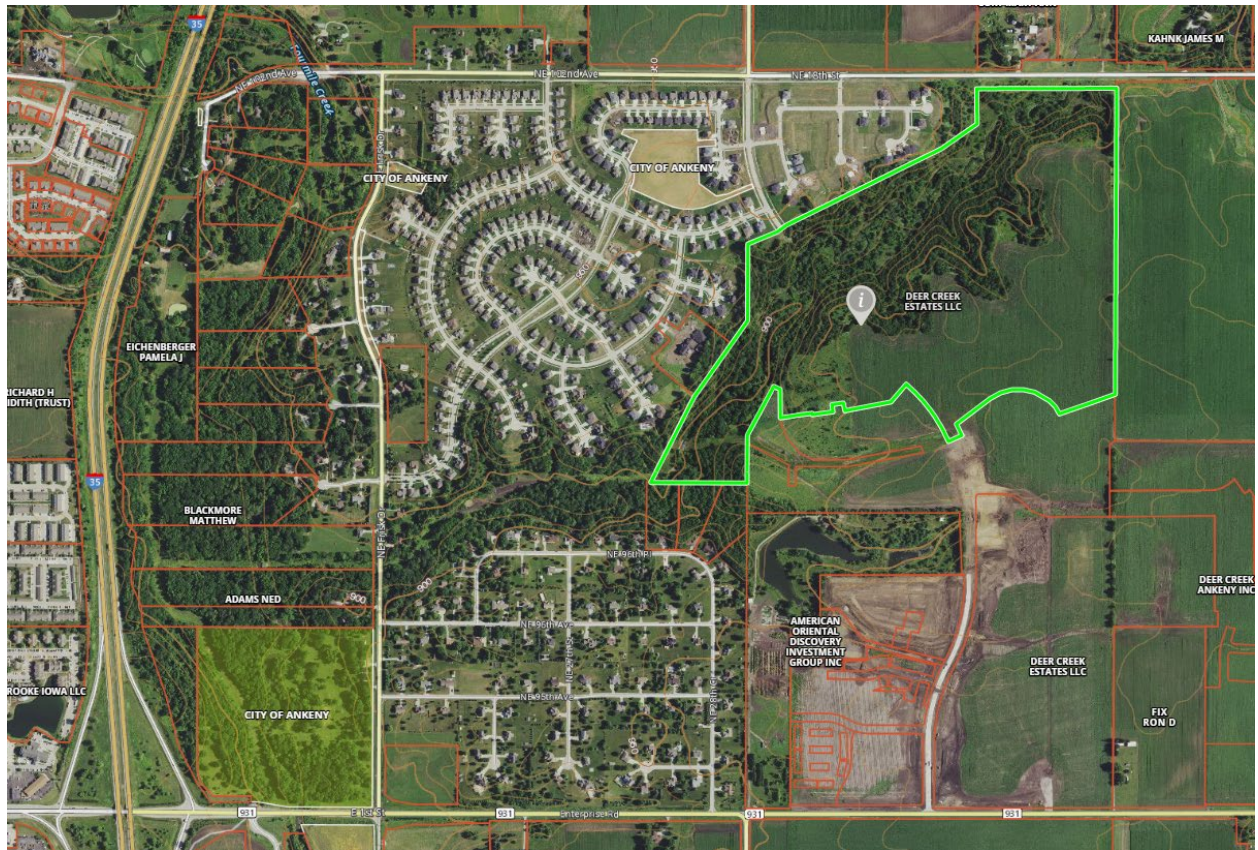
A handwritten signature in black ink, appearing to read 'Derek Watson', with a stylized flourish at the end.

5908 E. 76th. St. S
Newton, IA 50208

515.321.5421

Derekmwatson@gmail.com

6/15/2023



6/15/2023

Derek M. Watson
5908 E 76 th St. S
Newton, Ia. 50208

June 15th 2023

DNR ID# 850169442

Deer Creek Estates, LLC owns property in Ankeny, Ia. that you are requesting to Bow hunt for deer this 2023 DNR approved season. The property is located approximately 1 mile east of Interstate 35 and a half mile north on NE Four Mile Dr .. This is District/ Parcel Number 181/15925-795-134 Polk County, Ia. See Attached.

It is our understanding that you are in the process of gaining Ankeny City Council approval to hunt Deer within the Ankeny City limits. Once approved by the City Council we would be willing to allow you to enter the property for the sole purpose of Bow hunting Deer and coyote. We expect you to give notice of your intent to hunt a day prior to each time/ day you intend to enter and hunt. This can be done by e-mail to the appointed agent Jeffrey Grubb at jkwdevelopments@gmail.com.

Upon entering the property you acknowledge and agree that you will hold Deer Creek Estates, LLC harmless for ANY injury to yourself or others. This permission is given to you only. Prior to the beginning of the 2021 Iowa Bow hunting season, you will meet with Jeffrey Grubb to discuss any property change which may affect the areas allowed to hunt.



Jeffrey D. Grubb
Manager of Land Development
Deer Creek Estates, LLC



Derek M. Watson

MEMORANDUM

TO: DAVID JONES
FROM: CAPTAIN MAKAI ECHER
SUBJECT: BOW HUNTING APPROVAL
DATE: JUNE 19, 2023
CC:

The Police Department approves a special bow hunting permit for Derek Watson on property located at Deer Creek Estates LLC. The district/parcel is <181/15925-795-134> and the Geoparcels is <8023-17-100-009> The land is one mile east of I35 and a half mile north of E. 1st st. This approval is limited to Derek Watson and cannot be extended or implied for others. This authorization is for the 2023 bow hunting season beginning October 1, 2023.

This approval from the Police Department is contingent upon the following requirements:

1. Express written authorization from the property owner(s) within the identified hunting site.
2. Compliance with all State of Iowa DNR regulations related to licensing and seasonal hunting laws to include times, registration and conformity with Iowa Code 252J.8.
3. Compliance with Iowa Code 716.7 Trespass prohibiting hunting on private property and recovery of injured or killed fur-bearing animals from private property.
4. The harvest of deer shall comply with all State of Iowa DNR laws and regulations.
5. The approval specifically prohibits the discharge of firearms anywhere within the City of Ankeny corporate limits.

Approval by the Ankeny City Council is required for all hunting within the City limits pursuant to Ankeny Code Chapter 41.11(3). Property owner, Jeffery Grubb has provided approval to Derek Watson.

Respectfully,

Makai Echer Captain

Ankeny Police Department



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

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

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

1. a.) Casey's Marketing Co., d/b/a Casey's General Store #3888, 1024 E 1st St. - Class E Retail Alcohol License (LE) (Renewal) - Effective July 13, 2023.
b.) Enrollment in the Automatic Renewal Program Effective 2024.
2. Well Done 1, LLC, d/b/a The Club Car Restaurant & Lounge, 2607 NE Otter View Cir.- Class C

Retail Alcohol License (LC) (NEW) includes Catering, Outdoor Service - Tentatively Effective July 6, 2023. PENDING FINAL INSPECTION.

3. Ankeny Area Chamber of Commerce, d/b/a Ankeny Area Chamber of Commerce, 715 W 1st St. (AMP), Section of SW 3rd St. & SW Maple St. (Uptown) - Class C Retail Alcohol License (LC) (5 Day License) Outside Service for Ragbrai - Effective July 26, 2023.
4. Mullets Uptown LLC, d/b/a Mullets Uptown, 617 SW 3rd St. - Class C Retail Alcohol License (LC) (NEW) includes Outdoor Service - Tentatively Effective July 7, 2023. PENDING FINAL INSPECTION

FISCAL IMPACT: Yes

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

CITY MANAGER'S RECOMMENDATIONS:

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

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:

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

EXECUTIVE SUMMARY:

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

1. Stop and Shop Liquor Store, 409 S Ankeny Blvd, Ankeny, IA (Renewal) - Effective July 3, 2023 through June 30, 2024.
2. Tobacco Hut, 121 N Ankeny Blvd, Ankeny, IA (Renewal) - Effective July 3, 2023 through June 30, 2024.

FISCAL IMPACT: **Yes**

Licensees 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 permits.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Cigarette Applications

ABC Smoke	1325 SW Oralabor Rd, Ste 204
Ankeny Golf & Country Club	314 SW Irvinedale Dr
Ankeny Smoke & Vape	502 N Ankeny Blvd, Suite 12
Ankeny Smoke & Vape South	225 SE Oralabor Rd, Ste 1
Casey's General Stores #1548	2905 W 1st Street
Casey's General Stores #1659	302 S Ankeny Blvd
Casey's General Stores #1941	1010 SE Oralabor Rd
Casey's General Stores #2164	3505 N Ankeny Blvd
Casey's General Stores #2689	1310 NW 18th Street
Casey's General Stores #2785	1602 W 1st Street
Casey's General Stores #2896	2601 SE Creekview Dr
Casey's General Stores #2920	1010 SE National Dr
Casey's General Stores #3827	3605 NW Irvindale Dr
Casey's General Stores #3888	1024 E 1st Street
Casey's General Stores #3934	1515 SE Corporate Woods DR
Central Iowa Vapors- Ankeny	207 NE Delaware Ave, Ste 21
Dollar General #7310	901 S Ankeny Blvd
Fareway #61	3205 N Ankeny Blvd
Fareway #909	109 SE Oralabor Rd
Fleet Farm Fuel	4275 SE Delaware Ave
Git-N-Go Store #40	2811 SW Oralabor Rd
Good Times	1912 SW 3 rd Street
Hy-Vee #2 Fast and Fresh	1710 SW Oralabor Rd
Hy-Vee Food Store #1	410 N Ankeny Blvd
Hy-Vee Food Store #2	2510 SW State Street
Hy-Vee #1 Fast and Fresh	414 N Ankeny Blvd
Jakes Pub	605 N Ankeny Blvd
Kum & Go #292	1825 N Ankeny Blvd
Kum & Go #4020	1910 SW White Birch Circle
Kum & Go #518	3603 NE Otterview Circle
Kum & Go #579	165 SW Magazine Rd
Kum & Go #92	1025 E 1st Street
KWIK STAR #1016	202 SE Oralabor Rd
KWIK STAR #1057	320 NW 36th Street
Leaf Brothers Cigar II	1924 SW 3rd Street
Liquor Lovers	1510 S Ankeny Blvd
Murphy USA	1006 SE National DR
Neighborhood Liquor House	833 E 1st Street, Ste. 102
Stop and Shop Liquor Store	409 S Ankeny Blvd
Tim's BP/AMACO Service	102 N Ankeny Blvd
Tobacco Hut	121 N Ankeny Blvd
QuikTrip #514	802 E 1st Street
Walgreens #07454	901 N Ankeny Blvd
Walgreens #07996	2702 SE Delaware Ave
Walmart #892	1002 SE National Dr

Yankee Clipper

312 SW Maple Street



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Amendment No. 1 to the Professional Services Agreement increasing the contract amount by \$42,850.00 with Dixon Engineering, for construction services on the Delaware Ground Storage Reservoir Rehabilitation Project.

EXECUTIVE SUMMARY:
Dixon Engineering has completed the design of the Delaware Ground Storage Reservoir Rehabilitation Project and it has recently bid with award to Tanks Co., Inc. for the rehabilitation and painting of the Delaware Ground Storage Reservoir.

The Municipal Utilities Department proposes to continue using Dixon Engineering to provide construction services for this project. The scope of the construction services along with the corresponding fees are shown in the attached Amendment No.1 to the Professional Services Agreement. A copy of the original Professional Services agreement is attached for reference. The fee for the construction services for the Delaware Ground Storage Reservoir Rehabilitation Project is \$42,850.00. The original Professional Services Agreement for design engineering and bidding services was \$7,225.00.

Adding Amendment #1 to the Professional Services Agreement increases the total contract to \$50,075.00.

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dixon Engineering in the amount of \$42,850.00 for the Delaware Ground Storage Reservoir Rehabilitation Project.

FISCAL IMPACT: No

This project was included in the City of Ankeny's CIP for 2023 construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with Dixon Engineering in the amount of \$42,850.00 for the Delaware Ground Storage Reservoir Rehabilitation Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Amendment #1
 Professional Services Agreement



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

EXHIBIT K: Agreement Between
Owner and DIXON

AMENDMENT TO OWNER-DIXON AGREEMENT

The Effective Date of this Amendment is: _____

Background Data:

Effective Date of Owner-DIXON Agreement: _____

Owner: City of Ankeny, 220 W. 1st Street, Ankeny, Iowa _____

DIXON Engineering, Inc. Greenfield, 4811 S. 76th Street, Suite 109, Greenfield, Wisconsin _____

Project: 500,000 Gallon Reservoir (Delaware) _____

Nature of Amendment:

☒ Additional Services to be performed by DIXON.

☒ Modifications to services of DIXON.

☒ Modifications to responsibilities of Owner.

☒ Modifications of payment to DIXON.

☒ Modifications to time(s) for rendering services.

Description of Modifications:

Preconstruction Meeting, Project Administration, Weld Observation, Wet Interior, Exterior Coating Observations, Cathodic Protection Installation Observation, and One (1) Year ROV Warranty Observation

Agreement Summary:

Original agreement amount: \$7,225

Net change for prior amendments: \$0

This amendment amount: \$42,850

Adjusted Agreement amount: \$50,075

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

Tim Wilson, MPA Project Manager

June 9, 2023

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer)

PROPOSAL DATE

CONTRACT APPROVED BY OWNER POSITION DATE

Co SIGNATURE (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

EXHIBIT A: Agreement Between

Exhibit K
Exhibits: A, C

Owner: City of Ankeny, IA
Project No: 15-77-03-02
Amendment No: 1

Page 1 of 5

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

A1.01 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

A. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
5. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. Verify coating repairs from cathodic installation.
 - c. Prime coat prior to application of the next coat.
 - d. Topcoat for compliance with specifications.
6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
 - b. LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Abrasive blast cleaning prior to primer application.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.

- i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
- 7. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.
- 8. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- B. Construction Phase - Owner's Responsibilities:
 - 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.02 Post Construction Phase:

- A. Basic Services:
 - 1. One Year Warranty Observation - ROV and Exterior:
 - a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
 - b. Observe the exterior coating and quantify damages.
 - c. Review all repairs completed during Construction Phase.
 - d. Review all exterior appurtenances for damage due to corrosion or construction.
 - e. Review exterior of the exposed foundations.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
- B. Post Construction Phase - Owner's Responsibilities:
 - 1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Two Thousand, Eight Hundred, Fifty Dollars, \$42,850** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Preconstruction Meeting			\$1,550	Unit Price
A1.01-Basis Services – Project Administration			\$5,000	Lump Sum
A1.01-RPR Services Cathodic Installation	1	\$1,550	\$1,550	Unit Price
A1.01-RPR Services Weld	2	\$1,550	\$3,100	Unit Price
A1.01-RPR Services	18	\$1,375	\$24,750	Unit Price
A1.01-Finalization Site Review by PM	2	\$1,550	\$3,100	Unit Price
A1.02-Warranty Observation			\$3,800	Lump Sum
Total			\$42,850	

2. In the event of a conflict with the number in the Total and the written amount above with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee more than the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$187.00-\$205.70	\$277.50-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$159.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$168.00 per diem	\$158.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023, Revised 9/8/2022



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

4811 S. 76th St., Suite 109
Greenfield, WI 53220
Telephone: (414) 529-1859
Fax: (414) 282-7830

AGREEMENT BETWEEN OWNER AND DIXON

FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: 1-3-23 ("Effective date") between City of Ankeny, Iowa ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Bidding and Contract Documents, and Bid Opening Meeting on the 500,000 Gallon Reservoir (Delaware) ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount \$7,225.

Proposals / Agreement Signatures

Tim Wilson, MPA, Project Manager	December 21, 2022
<u>PROPOSED by DIXON</u> (Not a contract until approved by Project Manager or Officer)	PROPOSAL DATE
<u>Mark E. Holm, Mayor</u>	1/3/23

CONTRACT APPROVED BY OWNER	POSITION	DATE
Co SIGNATURE (if required)	POSITION	DATE
<u>Project Manager</u>	Project Manager	12/21/2022
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Don Clark
Address for Owner's receipt of notices:
City of Ankeny
220 W. 1st St.
Ankeny, IA 50023
Email: dclark@ankenyia.gov

Designated Person: Tim Wilson
Address for DIXON's receipt of notices:
Dixon Engineering, Inc.
4811 S. 76th St, Suite 109
Greenfield, WI 53220
Email: tim.wilson@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 5. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

EXHIBIT A: Agreement Between
Owner and DIXON

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

- A. Basic Services:
 - 1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
 - 2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
 - 3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
 - 4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
 - 5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
 - 6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 7. Visit the Site as needed to finalize the Design Phase documents.
 - 8. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
 - 9. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.
- B. Design Phase – RPR Services–None
- C. Design Phase – Owner's Responsibility:
 - 1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
 - 2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
 - 3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:**A. Basic Services:**

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 30 Notice to Bidders.
 - b. Section 00 00 40 Project Summary.
 - c. Section 00 02 00 Instructions to Bidders.
 - d. Section 00 07 00 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 08 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 04 10 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 43 73 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Attend and document bid opening, create bid tabs, and notify bidders of results after authorization of Owner.
11. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
12. If Owner agrees, issue Notice of Award to recommended Bidder.
13. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
14. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
15. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
16. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.**C. Bidding and Contract Documents Phase-Owner Responsibilities**

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document.

If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.

2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

EXHIBIT C: Agreement Between
Owner and DIXON

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 1. DIXON may use a Lump Sum for the entire project.

- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 - 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 - 2. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 - 3. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable

changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Seven Thousand, Two Hundred, Twenty-Five Dollars, \$7,225** and summarized as follows:

Schedule of Values				
Discription of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Bid Opening Meeting			\$1,375	Lump Sum
A1.01-Technical Specification and Bidding and Contract Documents				
			\$5,850	Lump Sum
Total			\$7,225	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$187.00-\$205.70	\$277.50-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$159.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$168.00 per diem	\$158.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023, Revised 9/8/2022

EXHIBIT E: Agreement Between
Owner and DIXON**ELECTRONIC DOCUMENTS PROTOCOL (EDP)**

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party

maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between
Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

EXHIBIT GP: Agreement Between
Owner and DIXON

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

**EXHIBIT IR: Agreement Between
Owner and DIXON****INSURANCE REQUIREMENTS AND LIABILITY CONCERNS**

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

- | | |
|---|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$1,000,000 |
| 2) Bodily injury by disease, each employee: | \$1,000,000 |
| 3) Bodily injury/disease, aggregate: | \$1,000,000 |
| 3. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| 2) General Aggregate | \$2,000,000 |
| 4. Excess or Umbrella Liability | |
| 1) Per Occurrence: | \$5,000,000 |
| 2) General Aggregate: | \$5,000,000 |
| 5. Automobile Liability | |
| 1) Combined Single Limit (Bodily Injury and Property Damage): | \$1,000,000 |
| 6. Professional Liability -- | |
| 1) Each Claim Made | \$2,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Amendment No. 3 to the Professional Services Agreement increasing the contract amount by \$27,200.00 with Fox Engineering, for construction services on the ASR #3 project.

EXECUTIVE SUMMARY:
Fox Engineering has completed the design of the ASR #3 Project and it has recently bid with award to Gingerich Well & Pump Services to drill the well and WRH, Inc. to construct the well pump and control building.

The Municipal Utilities Department proposes to continue using Fox Engineering to provide construction services for this project. The scope of the construction services along with the corresponding fees are shown in the attached Amendment No.3 to the Professional Services Agreement. This amendment includes DNR Permit Fee, Geotechnical Services, and and Air Quality Permit. These costs were not included in the previous documentation with Fox Engineering. A copy of the original Professional Services Agreement, Amendment #1, and Amendment #2 are attached for reference. The fee for the construction services for the ASR #3 Project is \$27,200.00. The original Professional Services

Agreement for design engineering services was \$349,900.00 and amendment #1 was for \$61,100.00 (which includes a design contract for the Demolition Project of \$32,000). Amendment #2 was for Construction Services of \$383,500. Adding Amendment #3 to the Professional Services Agreement increases the total contract to \$821,700.00.

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Fox Engineering in the amount of \$27,200.00 for the ASR #3 Project.

FISCAL IMPACT: No

This project was included in the City of Ankeny's CIP for 2022 and 2023 construction.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with Fox Engineering in the amount of \$27,200.00 for the ASR #3 Project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

June 22, 2023

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

RE: Amendment No. 2 to the Agreement for Engineering Services
ASR Well #1 Replacement Project—Ankeny, Iowa—Construction Phase Additional Services
FOX Strand Ref. No. 3379-20A/7020.008

Mr. Clark:

Thank you for contacting FOX Strand (CONSULTANT) regarding your need for additional Engineering services related to the Aquifer Storage and Recovery (ASR) Well #1 Replacement Project (Well No. 7/ASR No. 3), hereafter referred to as the Project.

In February 2021, CONSULTANT and the City of Ankeny (CLIENT) entered into an Engineering agreement for preparation of plans, specifications, and bidding documents for the ASR Well #1 Replacement Project (Well No. 7/ASR No. 3). In February 2022, CONSULTANT and CLIENT entered into Amendment No. 1 to the Agreement for Engineering Services for Construction Phase Services related to the Project. FOX Engineering Associates, Inc. is now FOX Strand. All instances of Fox Engineering or Fox Engineering Associates, Inc. in the original Agreement and Amendment No. 1 should be changed to FOX Strand.

CLIENT wishes to retain CONSULTANT for additional construction phase services related to this Project. In response to your request, we are pleased to submit this Amendment No. 2 to the Agreement for Engineering Services for your consideration.

CONSULTANT'S SCOPE OF SERVICES: Additional Services included in this amendment are as follows:

1. **Permit Fees:** CLIENT shall reimburse CONSULTANT for permit fee costs associated with the Project paid by CONSULTANT. This includes Iowa Department of Natural Resources (IDNR) Water Supply Engineering Section Construction Permit Applications and National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit fees.
2. **Geotechnical and Testing Services:** CONSULTANT retained the services of the project geotechnical CONSULTANT, Allender Butzke Engineers, Inc., for additional services related to evaluating backfill placed around the ASR well location, including test borings, cone penetrometer tests, sampling, and laboratory testing. CLIENT shall reimburse CONSULTANT for these services.
3. **Polk County Public Works Air Quality Division Construction Permit Application:** Prepare Polk County Public Works—Air Quality Division—Construction Permit Application for the packaged engine generator to be installed as part of the ASR construction project. Air dispersion modeling is not anticipated, and the scope of services does not include air dispersion modeling. If air dispersion modeling is required, CLIENT shall compensate CONSULTANT for additional services associated with modeling. CLIENT shall be responsible for payment of permit application fees.

FEES: The fees for this Amendment shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
IDNR Construction Permit Applications and NDPES Storm Water General Permit Fees	Lump Sum	\$ 8,550
Geotechnical and Testing Services	Lump Sum	\$11,150
Polk County Public Works Air Quality Division Construction Permit Application	Lump Sum	\$ 7,500
• The total of lump sum fees		\$27,200

ENGINEER'S CONSULTANTS:

1. Geotechnical and Testing Services—Allender Butzke Engineers, Inc.

If this Amendment No. 2 satisfactorily sets forth your understanding of our services and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Strand



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

Accepted this _____ day of _____, 2023,

For the City of Ankeny:

By authorized contracting official:
(signature)

(printed name & title)

For Strand Associates, Inc.:


(signature)

Joseph M. Bunker, Corporate Secretary
(printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

February 14, 2022

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

RE: Amendment to the Agreement for Engineering Services
ASR Well #1 Replacement Project - Ankeny, Iowa – Construction Phase Services
FOX Strand Ref. No. 3379-20A/7020.008

Mr. Clark,

Thank you for contacting FOX Strand regarding your need for additional engineering services related to the ASR Well #1 Replacement Project (Well No. 7/ASR No. 3), hereafter referred to as the project.

In February 2021, FOX Strand and the City of Ankeny entered into an engineering agreement for preparation of plans, specifications, and bidding documents for the ASR Well #1 Replacement Project (Well No. 7/ASR No. 3). The design and bidding has been completed, a construction contract has been awarded for Bid Package 1, and a contract will be awarded for Bid Package 2. The city wishes to retain FOX Strand for construction phase services related to this project. In response to your request, we are pleased to submit this Amendment to the Agreement for Engineering Services for your consideration.

GENERAL PROJECT DESCRIPTION: The Project will include construction of an Aquifer Storage and Recovery (ASR) well, control building, and associated work. For bidding and construction, the project was separated into two bid packages: Bid Package 1 – Well Construction; and Bid Package 2 – Well Pump and Control Building. Bid Package 1 is expected to begin on site construction in April and be completed by August 2022. Bid Package 2 is expected to begin on site construction in August 2022 and be completed by September 2023.

ENGINEER'S SCOPE OF SERVICES: Our Basic Services include services for Bid Package 1 and Bid Package 2, and will consist generally of the following work items:

1. Construction Phase Services:

- a. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with

Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

- b. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site.
- c. Electronic Transmittal Protocols: Project-related correspondence, documents, text, data, drawings, information, and shop drawings shall be in electronic media or digital format, either directly, or through access to a secure Project website. The third-party website (Newforma ConstructEx) shall be set up and administered by Engineer.
- d. Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- e. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - i. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - ii. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- f. **Defective Work:** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
- g. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
- h. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
- i. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- j. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- k. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- l. **Differing Site Conditions:** Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
- m. **Shop Drawings, Samples, and Other Submittals:** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- n. **Substitutes and "Or-equal":** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, provided the proposed "or equal" or substitution is found to be appropriate for the Project and there is not an excessive number of proposed "or equals" or substitutions.
- o. **Inspections and Tests:**

- i. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - ii. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- p. Change Proposals and Claims:
 - i. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - ii. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- q. Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - ii. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including

final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

- r. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under paragraph 1.m (Shop Drawings, Samples, & Other Submittals). Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- s. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- t. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor that the Work is acceptable (subject to the provisions of paragraph 1.q.ii – Applications for Payment) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
- u. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- v. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the

original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

2. **Construction Staking Services:**

- a. FOX Strand will provide construction staking as needed for the Project.

3. **Construction Resident Project Representative:**

- a. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment A. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Attachment A.

4. **Construction Field and Laboratory Testing Services:**

- a. Provide field and laboratory testing services on a part-time basis as required in the construction documents. Services will include laboratory testing of soil, compacted fill testing, field concrete sampling and testing, laboratory testing of concrete, masonry grout and mortar testing, and foundation excavation observation.
- b. Field and laboratory testing services will be provided by FOX Strand's Subconsultant, Allender Butzke Engineers.

5. **Additional Services:** Additional services beyond the Basic Services identified above may be provided if authorized by Owner. An equitable adjustment in fees will be negotiated for additional services.

OWNER'S RESPONSIBILITIES: In addition to other responsibilities of Owner as set forth in this agreement, Owner shall at its expense:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.
2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
4. Authorize Engineer to provide Additional Services as required.
5. Examine all proposals, RFI's, change orders, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
6. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

FEES: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Construction Phase Services	Lump Sum	\$270,000
Construction Staking Services	Hourly + Reimbursable Expense (1)	\$12,000
Construction Resident Project Representative Services	Hourly + Reimbursable Expense (1)	\$88,500 (estimated 750 hours)
Construction Field and Laboratory Testing Services	Hourly + Reimbursable Expense (1)	\$13,000

- The total of lump sum fees..... \$270,000
- The total estimated standard hourly + reimbursable fees \$113,500
- The total estimated fees (lump sum + hourly estimated). \$383,500

Notes:

- (1) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts but will not exceed the estimated amount without prior written approval by the Owner.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

ENGINEER'S CONSULTANTS:

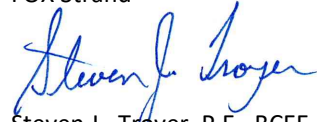
1. Structural - Rietz Consultants
2. Architectural - Wertzberger Architects
3. Electrical - Riesberg Engineering Company
4. Mechanical - KCL Engineering
5. Field and Laboratory Testing – Allender Butzke Engineers

SPECIAL NOTES:

1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Don Clark.
2. City will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. FOX Strand will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.

This Amendment to the Agreement, Attachment A, and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Strand in respect to the Project and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Strand



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

Attachment: Attachment A – Duties, Responsibilities, and Limitations of Authority of RPR
General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2022,

For the City of Ankeny:

By authorized contracting official:
(signature)

(printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

Attachment A - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Paragraph 1 of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
7. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
8. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
10. *Records:*

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of final completion.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated February 14, 2022, between the **City of Ankeny** (CLIENT) and **FOX Strand** (CONSULTANT) in respect of the work described as therein.

1.0 CLIENT'S RESPONSIBILITIES

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

1.2 CLIENT shall also do the following and pay all costs incident thereto:

- a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.
- b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.
- c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.
- d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse.

CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it

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restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

8.0 ALLOCATION OF RISKS

8.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

8.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of \$2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

End of General Terms and Conditions



October 8, 2021

Don Clark, P.E.

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

**RE: Amendment to Agreement for Engineering Services
ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant – Construction
Phase Services, Ankeny, Iowa
FOX Ref. No. 3379-20A**

Dear Mr. Clark:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant, hereafter referred to as the project.

In August 2021, FOX Engineering and the City of Ankeny entered into an engineering agreement for preparation of plans, specifications, and bidding documents for the partial demolition of the Wastewater Treatment Plant to allow construction of the ASR project. The bidding has been completed, and a contract will be awarded for the demolition project. The city wishes to retain FOX Engineering for construction phase services related to the demolition project. The demolition project is expected to begin within the next month and be completed by April 2022. In response to your request, we are pleased to submit this Agreement for Engineering Services for your consideration.

GENERAL PROJECT DESCRIPTION: The project includes demolition of the following structures at the abandoned wastewater treatment plant: Sludge Pump Building, Sludge Thickener, Aeration Tanks 1, 2, 3, & 4, Aeration Tank Splitter Box, Final Clarifier Splitter Box, Diversion Box, and miscellaneous manholes, sidewalks, intakes, valve boxes, and other structures as detailed on the plans.

ENGINEER'S SCOPE OF SERVICES: Our Basic Services will consist generally of construction phase engineering services including construction administration, part-time resident project representative services, and compaction testing of backfill, as follows:

1. Construction Administration (Hourly Estimated):

- a) FOX will attend and administer the preconstruction meeting, monthly progress meetings as needed & make site visits as necessary.
- b) FOX will report to Owner when items of construction require attention.
- c) FOX will provide submittal review, progress payment review, review information requests and other correspondence from Contractor as necessary during administration of the project.
- d) FOX will prepare a punch list and certificates of completion for final acceptance of the project.

2. Construction Resident Project Representative (Hourly Estimated):

- a) FOX will provide part-time observation for the project during controlling items of work, primarily structural backfill operations. This work will include recording and reporting items of work as necessary to the Engineer as well as taking construction photographs.

- b) Backfill and compaction testing will be provided by FOX's Subconsultant, Allender Butzke Engineers.
- c) FOX will witness tests as required during construction.
- d) See Attachment A for duties and responsibilities.

3. Additional Services:

- a) Additional services beyond the Basic Services identified above may be provided if authorized by Owner. An equitable adjustment in fees will be negotiated for additional services.

OWNER'S RESPONSIBILITIES: In addition to other responsibilities of Owner as set forth in this agreement, Owner shall at its expense:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project.
2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
4. Authorize Engineer to provide Additional Services as required.
5. Examine all proposals, RFI's, change orders, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
6. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

FEES: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Construction Phase Services	Hourly + Reimbursable Expenses (1)	\$18,400
Resident Project Representative	Hourly + Reimbursable Expenses (1)	\$4,600
Backfill and Compaction Testing	Hourly + Reimbursable Expenses (1)	\$6,100

- The total estimated standard hourly + reimbursable fees..... \$29,100

Notes:

- (1) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts but will not exceed the estimated amount without prior written approval by the Owner.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

ENGINEER'S CONSULTANTS:

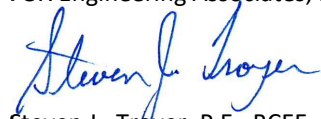
1. Allender Butzke Engineers

SPECIAL NOTES:

1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Don Clark.
2. City will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. FOX Engineering will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.

This Agreement, Attachment A, and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Engineering Associates, Inc.



Steven J. Troyer, P.E., BCEE
President

Attachments: Attachment A – Duties, Responsibilities, and Limitations of Authority of RPR
General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2021,

For the City of Ankeny:

By authorized contracting official:
(signature)

(printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)



Attachment A - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate, prepare and circulate copies of minutes thereof.
 - 3. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
6. *Shop Drawings and Samples:*
 - a. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - b. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
7. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
8. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
- b. Recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated October 8, 2021, between the **City of Ankeny** (CLIENT) and **FOX Engineering Associates, Inc.** (CONSULTANT) in respect of the work described as therein.

1.0 CLIENT'S RESPONSIBILITIES

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

1.2 CLIENT shall also do the following and pay all costs incident thereto:

- a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.
- b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.
- c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.
- d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse.

CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it

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restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

8.0 ALLOCATION OF RISKS

8.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

8.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of \$2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

End of General Terms and Conditions



AGREEMENT FOR ENGINEERING SERVICES

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

July 15, 2021

Don Clark, P.E.

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

RE: Agreement for Engineering Services

ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant, Ankeny, Iowa

FOX Ref. No. 3379-20A

Dear Mr. Clark:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for additional engineering services related to the ASR Well #1 Replacement Project – Partial Demolition of Wastewater Treatment Plant, hereafter referred to as the project.

In February 2021, FOX Engineering and the City of Ankeny entered into an engineering agreement for site evaluation, design, and construction administration services related to the ASR project. The siting study determined the city's abandoned WWTP site as the most desirable location for the new ASR. This will require partial demolition of existing structures to allow construction of the new ASR. The demolition is intended to be completed as a separate construction contract. In response to your request, we are pleased to submit this Agreement for Engineering Services for your consideration.

GENERAL PROJECT DESCRIPTION: The project will include demolition of the following structures at the abandoned wastewater treatment plant: Sludge Pump Building, Sludge Thickener, Aeration Tanks 1, 2, 3, & 4, Aeration Tank Splitter Box, Final Clarifier Splitter Box, Diversion Box, and miscellaneous manholes, sidewalks, intakes, valve boxes, and other structures within the area shown on the attached Figure 1. Concrete structures, manholes, and buildings will be removed to three feet below grade, and the remaining below grade structures will be backfilled. Structures under proposed location of a new building will be removed completely and backfilled with engineered fill. Existing buried piping will be abandoned in place, or the ends plugged as appropriate. Engineering services will include preparation of plans and specifications suitable for public bidding and bidding services.

ENGINEER'S SCOPE OF SERVICES: Our Basic Services will consist generally of the following work items:

1. Design Phase Services: Engineer shall:

- a) Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, specifications shall conform to the 48-division format of the Construction Specifications Institute. Where applicable, SUDAS and any Ankeny supplemental specifications will be utilized. Bidding documents shall follow the 2018 EJCDC Construction Documents and/or City of Ankeny bidding documents as appropriate.
- b) Provide necessary field surveys, topographic mapping, and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

-
- c) Advise Owner if additional reports, data, information, or services of the types described in “OWNER RESPONSIBILITIES” are necessary and assist Owner in obtaining such reports, data, information, or services.
 - d) Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction.
 - e) Prepare an opinion of probable cost for the project.
 - f) Assist Owner in preparation of Storm Water Pollution Prevention Plan.
 - g) Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish 3 review copies of the Bidding Documents and any other deliverables to Owner within 45 calendar days of authorization to proceed. Within 15 days of receipt, Owner shall submit to Engineer any comments and instructions for revisions.
 - h) Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 15 calendar days after receipt of Owner's comments and instructions.
 - i) The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 - j) Meetings – FOX will consult with City Staff during design and attend one meeting with staff to review design details, requested revisions, and cost opinion.
2. **Bidding Phase Services:** After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
- a) Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process contractor deposits or charges for the Bidding Documents. Electronic bidding document distribution will be through QuestCDN or other method acceptable to the City.
 - b) Prepare and distribute a sufficient number of paper copies of project documents (including drawings, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services, and distribute electronic documents via web-based plan rooms.
 - c) Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - d) Attend the Bid opening, prepare Bid tabulation sheets, assist Owner in evaluating Bids, and prepare a recommendation of award.
 - e) Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - f) Prepare and distribute signatory copies of the Notice to Proceed.
 - g) Pre-Bid Conference(s) will not be required for this project.
 - h) Engineer's attendance at the public hearing or the Council Meeting for the consideration of the award of the contract will not be required.
3. **Construction Phase Services:** Not included in this agreement. A separate agreement for construction phase services will be executed prior to start of construction.
4. **Additional Services:** Additional services beyond the Basic Services identified above may be provided if authorized by Owner. An equitable adjustment in fees will be negotiated for additional services.

OWNER'S RESPONSIBILITIES: In addition to other responsibilities of Owner as set forth in this agreement, Owner shall at its expense:

-
1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 3. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - d. Explorations and tests of subsurface conditions at or contiguous to the Site (except as specifically noted under Engineer's Scope of Services), drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 4. Owner shall engage the services of an independent consultant for the purposes of performing an investigation of and documenting the presence or absence of asbestos containing materials and lead-based paint as it relates to demolition of the structures.
 5. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 6. Authorize Engineer to provide Additional Services as required.
 7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 8. Place and pay for advertisement for Bids in appropriate publications.
 9. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

-
10. Attend the bid opening.
 11. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
 12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

FEES: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Design Phase Services	Lump Sum	\$22,300
Bidding Phase Services	Lump Sum	\$8,700
Bidding Documents (1)	Hourly + Reimbursable Expenses (2)	\$1,000 (estimated)

- The total of lump sum fees..... \$31,000
- The total estimated standard hourly + reimbursable fees..... \$1,000
- The total estimated fees (lump sum + hourly estimated)..... \$32,000

Notes:

- (1) Iowa Law requires that sufficient paper copies of bidding documents be provided at no cost to bidders, suppliers, and subcontractors who request such paper documents. All costs associated with the reproduction and distribution of paper and electronic bidding documents are to be paid by the Owner. Engineer will invoice Owner for all such document costs as a reimbursable expense.
- (2) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts but will not exceed the estimated amount without prior written approval by the Owner.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

ENGINEER'S CONSULTANTS:

1. None

SPECIAL NOTES:

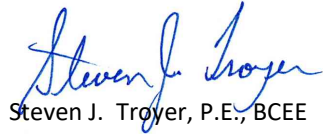
1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Shawn Buckner.
2. City will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the project. If we accept any such limitations as being realistic, we will endeavor to work within those limitations. If you request, we will submit to you at milestones in the project, our opinion as to the

probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.

4. FOX Engineering will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.
5. This agreement is based on the City and FOX Engineering entering into a separate agreement for construction phase services. If the City does not retain FOX Engineering for construction phase services, the City assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services, and waives any claims against the Engineer that may be connected in any way thereto.

This Agreement and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Engineering Associates, Inc.


Steven J. Troyer, P.E., BCEE
President

Attachment: General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2021,

For the City of Ankeny:

By authorized contracting official:
(signature)

(printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated July 15, 2021, between the **City of Ankeny** (CLIENT) and **FOX Engineering Associates, Inc.** (CONSULTANT) in respect of the work described as therein.

1.0 CLIENT'S RESPONSIBILITIES

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

1.2 CLIENT shall also do the following and pay all costs incident thereto:

- a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.
- b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.
- c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.
- d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse.

CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it

GTC0103

restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

8.0 ALLOCATION OF RISKS

8.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

8.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of \$2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

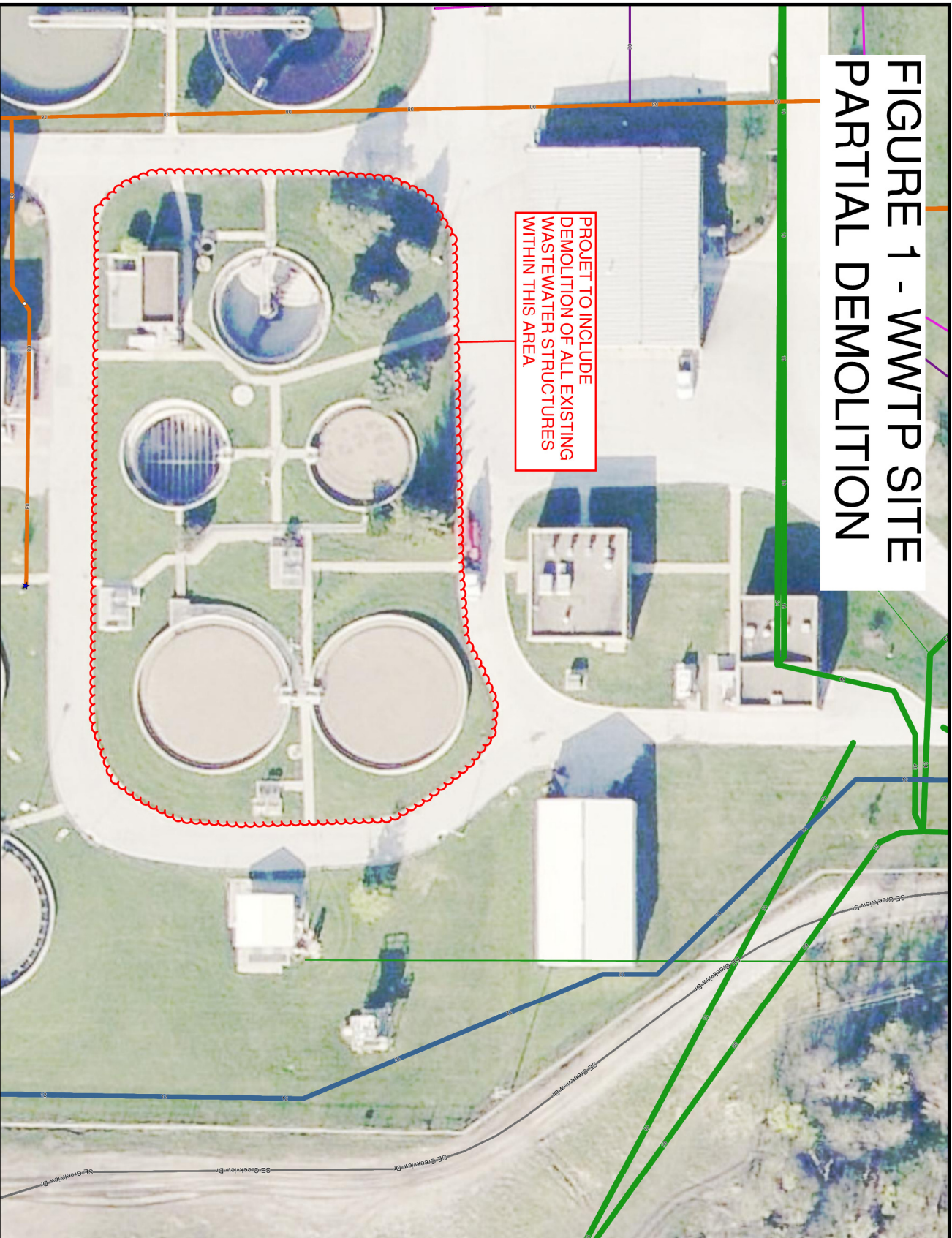
All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

End of General Terms and Conditions

FIGURE 1 - WWTP SITE
PARTIAL DEMOLITION

PROJECT TO INCLUDE
DEMOLITION OF ALL EXISTING
WASTEWATER STRUCTURES
WITHIN THIS AREA



LEGEND

- WaterPoints
 - OTHER
- ★ HVD
- WaterLines
 - 01
 - 02
 - 03
 - 04
 - 06
 - 08
 - 10
 - 12
 - 14
 - 16
 - 18
 - 24
- SanitaryPipes
 - <15
 - 15+
- SanitaryManholes
- StormPoints
- Stormlines
- CityOfAnkeny_Roads



NORTH



SCALE





AGREEMENT FOR ENGINEERING SERVICES

Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

February 1, 2021

Don Clark, P.E.

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

RE: Agreement for Engineering Services
ASR Well #1 Replacement Project - Ankeny, Iowa
FOX Ref. No. 3379-20A

Dear Mr. Clark:

Thank you for contacting FOX Engineering Associates, Inc. regarding your need for engineering services related to the design and construction of the ASR Well #1 Replacement Project, hereafter referred to as the project. In response to your request, we are pleased to submit this Agreement for Engineering Services for your consideration.

GENERAL PROJECT DESCRIPTION: The project will include construction of an Aquifer Storage and Recovery (ASR) well to be completed into the Jordan Aquifer to receive injection from the Ankeny water distribution system and recovery back into the system. The intent is for this well to replace the existing ASR Well #1. The well will be designed to provide a pumping capacity of approximately 1.5 to 2.5 MGD (1,050 to 1,750 gpm). Accessories will include control valves and piping, flow metering, local and remote monitoring and control of recharge and withdrawal rates and schedules, pH and chlorine monitoring, chemical feed systems, and a standby generator. A building will be provided to house the power and control systems, chemical feed systems, and control valves and piping, with operator restroom and minimal laboratory facilities. The standby generator will be located outside. Water main connection to the existing distribution system in the vicinity of the ASR well will also be included in the project. Site work will include a paved access drive with parking.

ENGINEER'S SCOPE OF SERVICES: Our Basic Services will consist generally of the following work items:

1. Preliminary Design Concept and Siting Study:

- a) A preliminary engineering report, titled "2016 Water System Master Plan", was previously completed and submitted to and approved by IDNR. This study recommended replacing ASR #1 with a new ASR with 1.5 MGD capacity at the existing Magazine Ground Storage & Booster Station site. This preliminary engineering report will be used as a basis of design for the proposed new ASR well.
- b) Prepare an engineering report to evaluate up to three sites for construction of the new ASR. The report will also evaluate the proposed capacity of the ASR well based on projected demands, planned improvements, and system modeling contained in the 2016 master plan. The engineering report will be adequate for submittal to IDNR and EPA in support of the ASR Well Project.
- c) The report will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria. For each recommended solution, Engineer will provide an opinion of probable Construction Cost, including proposed allowances for contingencies.
- d) Furnish 3 review copies of the draft report and any other deliverables to Owner within 60 calendar days of authorization to begin services and review it with Owner. Within 10 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

-
- e) Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any other deliverables to the Owner within 14 calendar days of receipt of Owner's comments.
 - f) Assist Owner in developing information regarding ASR well design and operating data required by IDNR and EPA for related construction and operating permits and assist with injection and withdrawal permit application preparation and submittal.
 - g) Assist the City in preparing the State Revolving Fund (SRF) Intended Use Plan (IUP) application.
 - h) Meetings – FOX will consult with City Staff during the study phase and attend two meetings with staff to review and discuss the results of the study.
 - i) Service of the engineer do not include:
 - i) Water distribution system modeling.
 - ii) Sanitary sewer system modeling.
 - iii) Groundwater hydraulic modeling
2. **Preliminary Design Phase Services:** After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
- a) Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - b) Provide necessary field surveys, topographic mapping, and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 - c) Advise Owner if additional reports, data, information, or services of the types described in "OWNER RESPONSIBILITIES" are necessary and assist Owner in obtaining such reports, data, information, or services.
 - d) Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost.
 - e) Furnish 3 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase, and review them with Owner. Within 15 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 - f) Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 3 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 15 calendar days after receipt of Owner's comments.
 - g) Engineering will retain the services of a geotechnical engineer to complete a geotechnical investigation of the selected building site.
 - h) Meetings – FOX will consult with City Staff during preliminary design and attend two meetings with staff to discuss preliminary design, building layout, and architectural features, and review the results of the preliminary design documents and cost opinion.
 - i) Design fees are based on the following assumptions. If the project requires or owner requests design of facilities, utilities, or other improvements beyond the assumptions identified here, an equitable adjustment in fees will be negotiated.
 - i) The ASR well and building will be located on the same site, in relatively close proximity to each other.
 - ii) The ASR building will be approximately 30 feet x 45 feet, of masonry or precast construction.
 - iii) Up to 300 feet of water main will be provided to connect to the existing distribution system.
 - iv) Up to 300 feet of sanitary sewer will be provided to connect to the existing collection system.
 - v) Up to 300 feet of access drive will be provide for the site, with parking spaces for 2 – 3 vehicles.

-
3. **Final Design Phase Services:** After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
- a) Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, specifications shall conform to the 48-division format of the Construction Specifications Institute. Where applicable, SUDAS and any Ankeny supplemental specifications will be utilized. Bidding documents shall follow the 2018 EJCDC Construction Documents.
 - b) Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities and revise the Drawings and Specifications in response to directives from such authorities.
 - c) Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 - d) Assist Owner in preparation of final construction and operating permit applications for submittal to IDNR and EPA and assist in negotiations and discussions with these agencies towards their approval and issuance of the required permits, including IDNR Water Construction Permit Applications, Storm Water Pollution Prevention Plan, Well Water Pollution Prevention Plan, Water Use Permit, ASR Limited Registration application, and EPA Underground Injection Control (UIC) permit.
 - e) Prepare Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Furnish 3 review copies of the Bidding Documents and any other deliverables to Owner within 60 calendar days of authorization to proceed with this phase. Within 15 days of receipt, Owner shall submit to Engineer any comments and instructions for revisions.
 - f) Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 15 calendar days after receipt of Owner's comments and instructions.
 - g) The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is two (2). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
 - h) Meetings – FOX will consult with City Staff during final design and attend two meetings with staff to review final design details, requested revisions, and cost opinion.
4. **Bidding Phase Services:** After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
- a) Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process contractor deposits or charges for the Bidding Documents.
 - b) Prepare and distribute a sufficient number of paper copies of project documents (including drawings, specifications and addenda) to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services, and distribute electronic documents via web-based plan rooms.
 - c) Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - d) Attend the Bid opening, prepare Bid tabulation sheets, assist Owner in evaluating Bids, and prepare a recommendation of award.
 - e) Prepare and distribute signatory copies of the Notice of Award and Contract Documents.
 - f) Prepare and distribute signatory copies of the Notice to Proceed.
 - g) Pre-Bid Conference(s) will not be required for this project.
 - h) Attend the public hearing for the project. Engineer's attendance at the Council Meeting for the consideration of the award of the contract will not be required.

-
5. **Construction Phase Services:** Not included in this agreement. A separate agreement for construction phase services will be executed prior to start of construction.
 6. **Additional Services:** Additional services beyond the Basic Services identified above may be provided if authorized by Owner. An equitable adjustment in fees will be negotiated for additional services.

OWNER'S RESPONSIBILITIES: In addition to other responsibilities of Owner as set forth in this agreement, Owner shall at its expense:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
3. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - d. Explorations and tests of subsurface conditions at or contiguous to the Site (except as specifically noted under Engineer's Scope of Services), drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
4. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
5. Authorize Engineer to provide Additional Services as required.
6. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

7. Place and pay for advertisement for Bids in appropriate publications.
8. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
9. Attend the pre-bid conference and bid opening.
10. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
11. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
12. Perform or provide the following services:
 - a. Complete distribution system modeling with the new ASR at the selected site(s) to determine adequacy of the distribution system, or necessary improvements, in the vicinity of the proposed site(s).
 - b. If necessary, perform hydraulic modeling of the sanitary sewer collection system in the vicinity of the ASR selected site(s) to determine adequacy of the sewer system to handle waste pumping from the ASR.

FEES: The fees for the Project shall be as follows:

Phase	(Hourly/Lump Sum)	Amount
Preliminary Design Concept and Siting Study	Lump Sum	\$20,000
Preliminary Design Phase Services	Lump Sum	\$113,800
Geotechnical Report	Hourly + Reimbursable Expense (2)	\$10,000 (estimated)
Final Design Phase Services	Lump Sum	\$172,600
Bidding Phase Services	Lump Sum	\$31,000
Bidding Documents (1)	Hourly + Reimbursable Expenses (2)	\$2,500 (estimated)

- The total of lump sum fees..... \$337,400
- The total estimated standard hourly + reimbursable fees..... \$12,500
- The total estimated fees (lump sum + hourly estimated)..... \$349,900

Notes:

- (1) Iowa Law requires that sufficient paper copies of bidding documents be provided at no cost to bidders, suppliers, and subcontractors who request such paper documents. All costs associated with the reproduction and distribution of paper and electronic bidding documents are to be paid by the Owner. Engineer will invoice Owner for all such document costs as a reimbursable expense.
- (2) Amounts listed above that are based on Standard Hourly Rates and Reimbursable Expenses are estimates only; actual fees and charges for those items may differ from the estimated amounts, but will not exceed the estimated amount without prior written approval by the Owner.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of the fees and schedule, taking into consideration the impact of such delay.

ENGINEER'S CONSULTANTS:

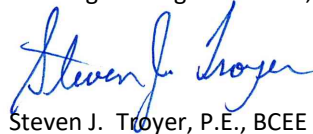
1. Structural - Rietz Consultants
2. Architectural - Wertzberger Architects
3. Electrical - Riesberg Engineering Company
4. Mechanical - KCL Engineering
5. Geotechnical - TBD

SPECIAL NOTES:

1. If you have special contact or communication requirements, you will need to advise us accordingly. Unless otherwise directed, the City of Ankeny's contact shall be Shawn Buckner.
2. City will need to make available to us all pertinent existing data as well as full information as to your requirements, including any special or extraordinary services.
3. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the project. If we accept any such limitations as being realistic, we will endeavor to work within those limitations. If you request, we will submit to you at milestones in the project, our opinion as to the probability of completing the project within your budget, and, where appropriate, request an adjustment in the budget or a revision in the extent of the project.
4. FOX Engineering will also provide such additional services that you may request to be billed at our standard hourly rate plus reimbursable expenses.
5. This agreement is based on the City and FOX Engineering entering into a separate agreement for construction phase services. If the City does not retain FOX Engineering for construction phase services, the City assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services, and waives any claims against the Engineer that may be connected in any way thereto.

This Agreement and the accompanying General Terms and Conditions consisting of two (2) pages represent the entire understanding between the City of Ankeny and FOX Engineering Associates, Inc. in respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of the Project, our services, and your responsibilities, please execute each of two (2) copies in the space provided below and return one (1) copy to us as notice to proceed.

Respectfully submitted,
FOX Engineering Associates, Inc.



Steven J. Troyer, P.E., BCEE
Vice President

Attachment: General Terms and Conditions (2 pages)

Accepted this _____ day of _____, 2021,

For the City of Ankeny:

By authorized contracting official:
(signature)

(printed name & title)

(This Proposal is open for acceptance for 30 days from the date of issuance, unless extended in writing by us.)

GENERAL TERMS AND CONDITIONS

Attached to and made a part of the letter agreement dated February 1, 2021, between the **City of Ankeny** (CLIENT) and **FOX Engineering Associates, Inc.** (CONSULTANT) in respect of the work described as therein.

1.0 CLIENT'S RESPONSIBILITIES

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

1.2 CLIENT shall also do the following and pay all costs incident thereto:

- a. Furnish to CONSULTANT all pertinent information, which may include but not be limited to borings, probings, and subsurface explorations, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing, environmental assessment and impact statements, property and utility surveys; property descriptions, zoning and deed restrictions; all of which CONSULTANT may rely upon in performing services.
- b. Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property where required to perform services under this agreement.
- c. Provide such legal, accounting, independent cost estimating, inspection, auditing and insurance counseling services as may be required for the Project.
- d. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

2.0 STANDARD OF CARE

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing contemporaneously under similar circumstances and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.

3.0 OWNERSHIP OF INSTRUMENTS OF SERVICE: All reports, plans, specifications, computer files, field data, notes and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other reserved rights, including the copyright thereto and the rights of reuse.

CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT and others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability to CONSULTANT.

4.0 USE OF ELECTRONIC MEDIA

The CLIENT agrees not to reuse electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer to others any electronic files provided by the CONSULTANT without the prior written consent of the CONSULTANT. Electronic data files provided by the CONSULTANT to the CLIENT are subject to an acceptance period of 30-days during which time the CLIENT may perform appropriate acceptance reviews. After the acceptance period, the electronic files shall be deemed to be accepted and Consultant shall have no obligation to correct errors or maintain the electronic files. Because data and/or drawings stored on electronic media can deteriorate undetected or be modified without the CONSULTANT'S knowledge, the CLIENT agrees that the CONSULTANT shall not be held liable for the completeness or correctness of electronic data once the electronic media have left the possession of the CONSULTANT.

5.0 PAYMENTS

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, CONSULTANT may, after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges.

6.0 TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice. In the event of any termination, CONSULTANT will be paid for all services performed to the date of termination and all Reimbursable Expenses. CONSULTANT shall have no liability to CLIENT on account of termination.

7.0 CONFIDENTIALITY

The CONSULTANT shall hold confidential and not disclose to any person or entity, other than the CONSULTANT'S employees, subconsultants, and suppliers if necessary for performance of services under this Agreement, any business or technical information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it

GTC0103

restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

8.0 ALLOCATION OF RISKS

8.1. INDEMNIFICATION. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Agreement by any of the parties named above, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the CONSULTANT.

8.2 LIMITATION OF LIABILITY. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the CONSULTANT and the CONSULTANT'S officers, directors, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the CONSULTANT under this Agreement or the amount of \$2,000,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

9.0 CORPORATE PROTECTION

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the project shall not subject the CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, and CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and or asserted only against CONSULTANT, an Iowa corporation, and not against any of the CONSULTANT'S employees, officers, or directors.

10.0 EFFECT OF PURCHASE ORDERS

In the event that CLIENT issues to CONSULTANT a purchase order, order acknowledgement, order confirmation, or similar document, none of the terms or conditions stated or referred to thereon shall alter or add to any of the terms of this Agreement. Such document, whether or not signed by the CONSULTANT, shall be considered only as a document for CLIENT'S internal management of its operations.

11.0 SUCCESSORS AND ASSIGNS

Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this provision shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

12.0 OTHER

The titles used in this instrument are for general reference only and are not part of the Agreement.

Any provisions of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

This Agreement is to be governed by the law of the state in which the Project is located.

End of General Terms and Conditions



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Change Order #3 decreasing the contract amount by \$29,493.26 to Cramer & Associates, Inc., for construction services on the High Trestle Trail Extension - SE Magazine to SE Oralabor Road project.

EXECUTIVE SUMMARY:

This change order is due to various quantity adjustments to reflect quantity used on site.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download

 [Change Order #3](#)

CHANGE ORDER FORM



Project Title: High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road

Contractor: Cramer & Associates, Inc.

Address: 3100 SW Brookside Drive, Grimes, IA 50111-4977

Finance Budget Code: 938.2938.4459 **Finance Project #** 938.4459

Vendor Project or Invoice #: N/A **PO #** N/A

Original Contract Date: July 6, 2021 **Vendor #** 8408

Change Order Number: 3

Change Order Date: July 3, 2023

Purpose of Change Order:

20 - Quantity adjusted to reflect quantity used on site.
40 - Quantity adjusted to reflect quantity used on site.
50 - Quantity adjusted to reflect quantity used on site.
140 - Quantity adjusted to reflect quantity used on site.
170 - Item not used.
220 - Quantity adjusted to reflect quantity used on site.
230 - Quantity adjusted to reflect quantity used on site.
250 - Quantity adjusted to reflect quantity used on site.
280 - Quantity adjusted to reflect quantity used on site.
310 - Quantity adjusted to reflect quantity used on site.
320 - Quantity adjusted to reflect quantity used on site.
330 - Item not used.
340 - Item not used.
350 - Item not used.
360 - Item not used.
370 - Item not used.
380 - Quantity adjusted to reflect quantity used on site.
390 - Item not used.
410 - Item not used.
420 - Quantity adjusted to reflect quantity used on site.
440 - Item not used.
450 - Item not used.
490 - Quantity adjusted to reflect quantity used on site.
500 - Quantity adjusted to reflect quantity used on site.
510 - Item not used.
520 - Quantity adjusted to reflect quantity used on site.
530 - Quantity adjusted to reflect quantity used on site.
540 - Item not used.
550 - Quantity adjusted to reflect quantity used on site.
560 - Item not used.
8003 - Added to reflect quantity used on site. Replacement for Item 170.
8004 - Added to adjust earthwork used onsite.
8005 - Added to account for paint color adjustments on the concrete slope protection.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
20	SPECIAL BACKFILL	TON	87.92	\$ 35.00	\$ 3,077.20
40	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	470.00	\$ 10.00	\$ 4,700.00
50	TOPSOIL, STRIP, SALVAGE, AND SPREAD	CY	(405.00)	\$ 6.00	\$ (2,430.00)
140	CULVERT, CONCRETE ENTRANCE PIPE, 15 IN. DIA.	LF	(1.00)	\$ 200.00	\$ (200.00)
170	SUBDRAIN, STANDARD, NON-PERFORATED, 8 IN., AS PER PLAN	LF	(151.90)	\$ 40.00	\$ (6,076.00)
220	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	SY	6.18	\$ 71.00	\$ 438.78
230	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	46.30	\$ 40.50	\$ 1,875.15
250	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	(8.00)	\$ 90.00	\$ (720.00)

CHANGE ORDER FORM

280	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	(2.00)	\$ 325.00	\$ (650.00)
310	INSTALL TYPE A SIGN	EA	(8.00)	\$ 100.00	\$ (800.00)
320	PAINTED PAVEMENT MARKINGS, DURABLE	STA	(18.70)	\$ 125.00	\$ (2,337.50)
330	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	(22.20)	\$ 150.00	\$ (3,330.00)
340	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	(4.00)	\$ 375.00	\$ (1,500.00)
350	PAVEMENT MARKINGS REMOVED	STA	(21.50)	\$ 105.00	\$ (2,257.50)
360	SYMBOLS AND LEGENDS REMOVED	EA	(4.00)	\$ 125.00	\$ (500.00)
380	SAFETY CLOSURE	EA	(4.00)	\$ 200.00	\$ (800.00)
390	TEMPORARY BARRIER RAIL, CONCRETE	LF	(341.00)	\$ 25.00	\$ (8,525.00)
410	TEMPORARY LANE SEPARATOR SYSTEM	LF	(608.00)	\$ 18.00	\$ (10,944.00)
420	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	(6.00)	\$ 125.00	\$ (750.00)
440	TEMPORARY CRASH CUSHION	EA	(1.00)	\$ 1,100.00	\$ (1,100.00)
450	TRENCH COMPACTION TESTING	LS	(1.00)	\$ 3,000.00	\$ (3,000.00)
490	MULCHING, BONDED FIBER MATRIX	ACRE	1.91	\$ 2,500.00	\$ 4,775.00
500	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	(1.49)	\$ 1,350.00	\$ (2,011.50)
510	TRANSITION MAT	SF	(200.00)	\$ 15.00	\$ (3,000.00)
520	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	(120.00)	\$ 62.50	\$ (7,500.00)
530	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	(3,455.00)	\$ 2.50	\$ (8,637.50)
540	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	(6,875.00)	\$ 0.30	\$ (2,062.50)
550	MOBILIZATIONS, EROSION CONTROL	EA	3.00	\$ 500.00	\$ 1,500.00
560	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	(1.00)	\$ 1,000.00	\$ (1,000.00)
8003	SUBDRAIN, STANDARD, NON-PERFORATED, 6 IN., AS PER PLAN	LF	151.90	\$ 36.66	\$ 5,568.65
8004	TOPSOIL, FURNISH AND SPREAD	CY	491.00	\$ 33.00	\$ 16,203.00
8005	CONCRETE SLOPE PROTECTION, PAINTING	SY	187.30	\$ 13.35	\$ 2,500.46

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

\$ (29,493.26)

Contractor Accepted: Cramer & Associates, Inc.

Signature: [Signature] Date: 6/21/23

Engineer Approved: Snyder & Associates, Inc.

Signature: [Signature] Date: 6/22/23

Owner Accepted: City of Ankeny

Signature: _____ Title: _____
Date: _____

Attest for Owner:

Signature: _____ Title: _____
Date: _____

Record of Change Orders

#	Date	Amount
Original Contract Amount		\$ 3,044,526.55
1	July 18, 2022	\$ -
2	August 15, 2022	\$ 19,603.00
3	June 5, 2023	\$ (29,493.26)
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount \$ 3,034,636.29



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

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 \$3,738.70 to HGS, LLC, for an additional area on the Rock Creek Greenbelt - Native Vegetation project.

EXECUTIVE SUMMARY:

Change Order #1 includes establishment mowing, herbicide treatment, native vegetation seeding, and vegetation maintenance for an additional 0.7 acres located within the Rock Creek Greenway.

FISCAL IMPACT: **Yes**

The project was included in the 2022 Capital Improvement Program. Change Order #1 increases the cost of the project by \$3,738.70 for a total construction cost of \$100,699.00

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

October 3, 2022 - awarded contract to HGS, LLC

PUBLIC OUTREACH EFFORTS:

A Public Information Meeting was held on September 1, 2022.

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Change Order No. 1

CHANGE ORDER FORM



Project Title: Rock Creek Greenbelt - Native Vegetation
Contractor: HGS, LLC
Address: 6575 West Loop South Ste 300, Bellaire, TX 77401
Finance Budget Code: 957.2957.4405 **Finance Project #** 957.4405
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: October 3, 2022 **Vendor #** 11660

Change Order Number: 1

Change Order Date: July 3, 2023

Purpose of Change Order:

This change order adds items 12.1 through 12.4 for spraying herbicide, establishment mowing, native seeding, and vegetation maintenance of an additional area within the project corridor.

Details of Change Order:

ITEM #	DESCRIPTION	UNITS	QUANTITY CHANGE	UNIT PRICE	EXTENDED PRICE
12.1	Establishment Mowing Additional Area	Ac	0.70	\$ 355.00	\$ 248.50
12.2	Herbicide Treatment Additional Area	Ac	0.70	\$ 386.00	\$ 270.20
12.3	Native Vegetation Additional Area	Ac	0.70	\$ 2,766.00	\$ 1,936.20
12.4	Vegetation Maintenance Additional Area	Ac	4.90	\$ 262.00	\$ 1,283.80
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Change Order Number: 1 makes the following adjustments to the Contract: **\$ 3,738.70**

Contractor Accepted: HGS, LLC

Signature: [Signature] Date: 6/15/23
Firm Name

Engineer Approved: City of Ankeny

Signature: [Signature] Date: 06/20/2023
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	\$ 96,960.30
1	July 3, 2023	\$ 3,738.70
2		
3		
4		
5		
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7		
8		
9		
10		
11		
12		
13		
14		
15		

Revised Contract Amount **\$ 100,699.00**



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$4,170.50 to Bolton & Menk, Inc., for engineering services on the NW Prairie Ridge Dr/Ash Drive/9th Street Concept Study project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: July 3
June 1, 2023 TH

Payment Application #: 3

Payment Period:

From: March 21, 2023

Through:

April 4, 2023

Contract Summary:

Original Contract Amount:	\$	34,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	34,400.00	
Total Completed and Stored to Date:	\$	13,729.50	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	13,729.50	
Less Previous Applications for Payment:	\$	9,559.00	
SUBTOTAL:	\$		4,170.50

OTHER CHARGES:

\$ -

CURRENT PAYMENT DUE:

\$ 4,170.50

Balance to Finish, Including Retainage:

\$ 20,670.50

Contract Time Remaining:

Working Days

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

Construction Contractor Approval:

NA

Firm Name

Signature

Date

Engineer / Consultant Approval:

Bolton & Menk, Inc.

Signature

Jennifer McCoy

5/2/23

Date

City of Ankeny Staff Approval:

Signature

Leslie Hart

6/7/23

Date

Submit to:

Leslie Hart, Traffic Engineering Manager

E-mail:

lhart@ankenyiowa.gov

Phone Number:

515-963-3548

Date Printed: 5/30/2023



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.

1960 Premier Drive | Mankato, MN 56001-5900

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

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

May 19, 2023

Project No: 0T4.130105

Invoice No: 0313070

Client Account: ANKENY_CI_IA

Ankeny/PRA9 Concept Study**Data Collection (002)****Professional Services**

	Hours	Amount	
Design Engineer	3.00	405.00	
Technician	3.00	195.00	
Totals	6.00	600.00	
Total Labor			600.00
Total this Task			\$600.00

Existing and Future Analysis (003)**Professional Services**

	Hours	Amount	
Design Engineer	13.50	1,812.50	
Project Engineer	3.50	597.50	
Senior Project Engineer	1.50	271.50	
Totals	18.50	2,681.50	
Total Labor			2,681.50
Total this Task			\$2,681.50

Report (005)**Professional Services**

	Hours	Amount	
Technician	9.50	617.50	
Senior Project Engineer	1.50	271.50	
Totals	11.00	889.00	
Total Labor			889.00
Total this Task			\$889.00
Total this Invoice			\$4,170.50

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

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

**BOLTON
& MENK**

Real People. Real Solutions.

Ankeny PRA9 Concept Study Monthly Progress Report

Date: May 19, 2023
To: Leslie Hart, PE, PTOE, Traffic Engineering Manager
From: Jennifer McCoy, PE, Sr Traffic Engineer/Project Manager

Work Completed Last Period

Calibrated existing traffic operations model. Operations analysis for intersection alternatives, signal vs. roundabout. Volume forecasting and balancing. Performed field observations of northbound queues on Maple Street and School Street for model calibration.

Upcoming Major Work Items

Develop alternatives summary matrix. Set meeting with city to discuss findings and options to move forward.

Potential Scope/Schedule Changes

Budget Status/Percent Complete

(through current invoice period **4/28/2023**)

Task Number and Description		Budget	Invoice	Previously Invoiced	Budget Remaining	Estimated Percent of Work Complete	Percent of Budget Complete
Task 1:	Project Management/Engagement	\$ 6,020.00	\$ -	\$ 554.00	\$ 5,466.00	20%	9%
Task 2:	Data Collection	\$ 4,810.00	\$ 600.00	\$ 3,559.00	\$ 651.00	90%	86%
Task 3:	Existing and Future Analysis	\$ 5,590.00	\$ 2,681.50	\$ 4,267.00	\$ (1,358.50)	60%	124%
Task 4:	Concept and Cost Estimates	\$ 11,060.00	\$ -	\$ -	\$ 11,060.00	0%	0%
Task 5:	Report	\$ 6,920.00	\$ 889.00	\$ 1,179.00	\$ 4,852.00	30%	30%
TOTAL		\$ 34,400.00	\$ 4,170.50	\$ 9,559.00	\$ 20,670.50	40%	40%

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

Sincerely,
Bolton & Menk, Inc.

Jennifer McCoy, P.E., PTOE
Project Manager



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of \$38,781.11 to Cramer & Associates, Inc., for construction 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 #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Extension - SE Magazine Road to SE Oralabor Road
Contractor: Cramer & Associates, Inc.
Address: 3100 SW Brookside Drive, Grimes, IA 50111-4977
Finance Budget Code: 938.2938.4459 **Finance Project #** 938.4459
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: July 6, 2021 **Vendor #** 8408

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: December 1, 2022 Through: June 15, 2023

Contract Summary

Original Contract Amount:	\$	3,044,526.55	
Net change by Change Orders:	\$	(9,890.26)	
Contract Amount to Date: (line 1 ± 2)	\$	3,034,636.29	
Total completed and stored to date:	\$	3,034,636.29	
Retainage: 3 % of Completed Work:	\$	30,000.00	Max 3% of \$1,000,000 or \$30,000
Total Earned less Retainage:	\$	3,004,636.29	
Less previous applications for payment:	\$	2,965,855.18	
SUBTOTAL	\$	38,781.11	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 38,781.11

Balance to finish, including retainage: \$ 30,000.00

Contract Time Remaining (If applicable) 15.00 Working Days

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

Construction Contractor Approval: Cramer & Associates, Inc.
Firm Name
Signature: [Signature] Date: 6/21/23

Engineer / Consultant Approval: Snyder & Associates, Inc.
Firm Name
Digitally signed by Andy Burke
DN: C=US, E=aburke@snyder-associates.com, O=Snyder & Associates, Inc., CN=Andy Burke
Signature: [Signature] Date: 6/22/23
Reason: I have reviewed this document
Date: 2023.06.21 11:00:11-05'00'

City of Ankeny Staff Approval:
Signature: [Signature] Date: 6/22/2023

Submit to: Jim Haberichter, PE | Civil Engineer II
E-mail: JHaberichter@AnkenyIowa.gov **Phone:** (515) 963-3536 **Fax:** (515) 963-3536

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 20, 2021	\$ 29,051.50
2	October 18, 2021	\$ 213,276.71
3	November 15, 2021	\$ 97,548.05
4	December 20, 2021	\$ 160,802.82
5	January 17, 2022	\$ 176,184.01
6	February 21, 2022	\$ 129,442.74
7	March 21, 2022	\$ 61,186.51
8	April 18, 2022	\$ 207,095.31
9	May 16, 2022	\$ 303,997.02
10	June 20, 2022	\$ 741,859.00
11	July 18, 2022	\$ 628,008.88
12	August 15, 2022	\$ 95,771.13
13	September 19, 2022	\$ 106,982.50
14	January 3, 2023	\$ 14,649.00
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 2,965,855.18

Record of Change Orders

No.	Date	Amount
1	July 18, 2022	\$ -
2	August 15, 2022	\$ 19,603.00
3	July 3, 2023	\$ (29,493.26)
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CHANGE ORDER TOTAL = \$ (9,890.26)

Contract Time Remaining

Contract Period:	Working Days
Construction Start Date:	August 25, 2021

Substantial Completion

Contract Working Days:	130.0
Added by Change Order:	0.0
Total Working Days:	130.0
Working Days Used to Date:	115.0
Working Days Remaining:	15.0

Full Completion

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	ITEM NUMBER	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
10	2101-0850001	CLEARING AND GRUBBING	ACRE	5.20		5.20	\$ 9,000.00	\$ 46,800.00		\$ -	5.20	\$ 46,800.00	0.00	100.00%
20	2102-0425070	SPECIAL BACKFILL	TON	131.10	87.92	219.02	\$ 35.00	\$ 7,665.70		\$ -	219.02	\$ 7,665.70	0.00	100.00%
30	2102-2825001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	21,902.00		21,902.00	\$ 15.00	\$ 328,530.00		\$ -	21,902.00	\$ 328,530.00	0.00	100.00%
40	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	1,553.00	470.00	2,023.00	\$ 10.00	\$ 20,230.00	405.00	\$ 4,050.00	2,023.00	\$ 20,230.00	0.00	100.00%
50	2105-8425015	TOPSOIL, STRIP, SALVAGE, AND SPREAD	CY	2,449.00	(405.00)	2,044.00	\$ 6.00	\$ 12,264.00	(405.00)	\$ (2,430.00)	2,044.00	\$ 12,264.00	0.00	100.00%
60	2105-8225100	SPECIAL COMPACTION OF SUBGRADE	STA	1.10		1.10	\$ 1,900.00	\$ 1,980.00		\$ -	1.10	\$ 1,980.00	0.00	100.00%
70	2110-8200000	CONSTRUCTION OF SOIL AGGREGATE SUBBASE	MILE	1.00		1.00	\$ 28,500.00	\$ 28,500.00		\$ -	1.00	\$ 28,500.00	0.00	100.00%
80	2123-7450020	SHOULDER FINISHING, EARTH	STA	69.80		69.80	\$ 365.00	\$ 25,477.00		\$ -	69.80	\$ 25,477.00	0.00	100.00%
90	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	70.70		70.70	\$ 166.00	\$ 11,736.20		\$ -	70.70	\$ 11,736.20	0.00	100.00%
100	2301-0103090	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	361.70		361.70	\$ 125.00	\$ 45,212.50		\$ -	361.70	\$ 45,212.50	0.00	100.00%
110	2402-2720100	EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	CY	4.00		4.00	\$ 15.00	\$ 60.00		\$ -	4.00	\$ 60.00	0.00	100.00%
120	2416-07100015	APRONS, CONCRETE, 15 IN. DIA.	EA	2.00		2.00	\$ 2,400.00	\$ 4,800.00		\$ -	2.00	\$ 4,800.00	0.00	100.00%
130	2416-07100024	APRONS, CONCRETE, 24 IN. DIA.	EA	3.00		3.00	\$ 3,500.00	\$ 10,500.00		\$ -	3.00	\$ 10,500.00	0.00	100.00%
140	2416-1160015	CULVERT, CONCRETE ENTRANCE PIPE, 15 IN. DIA.	LF	12.00	(1.00)	11.00	\$ 200.00	\$ 2,200.00		\$ -	11.00	\$ 2,200.00	0.00	100.00%
150	2435-0140148	MANHOLE, STORM SEWER, SW401, 48 IN. MODIFIED	EA	1.00		1.00	\$ 7,500.00	\$ 7,500.00		\$ -	1.00	\$ 7,500.00	0.00	100.00%
160	2435-0140160	MANHOLE, STORM SEWER, SW401, 60 IN.	EA	1.00		1.00	\$ 6,500.00	\$ 6,500.00		\$ -	1.00	\$ 6,500.00	0.00	100.00%
170	2502-8212408	SUBRAIN, STANDARD, NON-PERFORATED, 8 IN., AS PER PLAN	LF	151.90	(151.90)	0.00	\$ 40.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
180	2503-0114224	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	336.00		336.00	\$ 85.00	\$ 28,560.00		\$ -	336.00	\$ 28,560.00	0.00	100.00%
190	2510-6745850	REMOVAL OF PAVEMENT	SY	361.70		361.70	\$ 12.00	\$ 4,340.40		\$ -	361.70	\$ 4,340.40	0.00	100.00%
200	2510-6750600	REMOVAL OF INTAKES AND UTILITY ACCESSSES	EA	1.00		1.00	\$ 800.00	\$ 800.00		\$ -	1.00	\$ 800.00	0.00	100.00%
210	2511-0300000	REMOVAL OF RECREATIONAL TRAIL	SY	766.20		766.20	\$ 12.00	\$ 9,194.40		\$ -	766.20	\$ 9,194.40	0.00	100.00%
220	2511-0302500	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	SY	58.70	6.18	64.88	\$ 71.00	\$ 4,606.48		\$ -	64.88	\$ 4,606.48	0.00	100.00%
230	2511-0302600	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	7,834.70	46.30	7,881.00	\$ 40.50	\$ 319,180.50		\$ -	7,881.00	\$ 319,180.50	0.00	100.00%
240	2511-0310100	SPECIAL COMPACTION OF SUBGRADE FOR RECREATIONAL TRAIL	STA	19.70		19.70	\$ 475.00	\$ 9,357.50		\$ -	19.70	\$ 9,357.50	0.00	100.00%
250	2511-7526005	SIDEWALK, P.C. CONCRETE, 5 IN.	SY	298.00	(8.00)	290.00	\$ 90.00	\$ 26,100.00		\$ -	290.00	\$ 26,100.00	0.00	100.00%
260	2511-7528101	FENCE, CHAIN LINK, VINYL COATED, 48 IN. HEIGHT	SF	80.00		80.00	\$ 65.00	\$ 5,200.00		\$ -	80.00	\$ 5,200.00	0.00	100.00%
270	2519-1001000	DETENTE, CAST IRON	EA	96.00		96.00	\$ 65.00	\$ 6,240.00		\$ -	96.00	\$ 6,240.00	0.00	100.00%
280	2524-6755010	REMOVE AND REINSTALL SIGN AS PER PLAN	EA	4.00	(2.00)	2.00	\$ 325.00	\$ 650.00		\$ -	2.00	\$ 650.00	0.00	100.00%
290	2524-9263100	PERFORATED SQUARE STEEL TUBE POSTS	LF	224.00	(128.00)	96.00	\$ 14.00	\$ 1,344.00		\$ -	96.00	\$ 1,344.00	0.00	100.00%
300	2524-9323501	TYPE A SIGNS, SHEET ALUMINUM	SF	91.00		91.00	\$ 22.00	\$ 2,002.00		\$ -	91.00	\$ 2,002.00	0.00	100.00%
310	2524-9325117	INSTALL TYPE A SIGN	EA	24.00	(8.00)	16.00	\$ 100.00	\$ 1,600.00		\$ -	16.00	\$ 1,600.00	0.00	100.00%
320	2527-9263117	PAINTED PAVEMENT MARKINGS, DURABLE	STA	28.00	(18.70)	9.30	\$ 125.00	\$ 1,162.50	9.30	\$ 1,162.50	0.00	\$ -	0.00	0.00%
330	2527-9263131	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	22.20	(22.20)	0.00	\$ 150.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
340	2527-9263143	PAINTED SYMBOLS AND LEGENDS, DURABLE	EA	4.00		0.00	\$ 375.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
350	2527-9263190	PAVEMENT MARKINGS REMOVED	STA	21.50	(21.50)	0.00	\$ 105.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
360	2527-9263190	SYMBOLS AND LEGENDS REMOVED	EA	4.00	(4.00)	0.00	\$ 125.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
370	2527-9270111	GROOVES CUT FOR PAVEMENT MARKINGS	STA	9.30		9.30	\$ 105.00	\$ 975.50	9.30	\$ 975.50	0.00	\$ 975.50	0.00	100.00%
380	2528-2519000	SAFETY CLOSURE	EA	6.00	(4.00)	2.00	\$ 200.00	\$ 400.00		\$ -	2.00	\$ 400.00	0.00	100.00%
390	2528-8400048	TEMPORARY BARRIER RAIL, CONCRETE	LF	341.00	(341.00)	0.00	\$ 25.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
400	2528-8445110	TRAFFIC CONTROL	LS	1.00		1.00	\$ 14,000.00	\$ 14,000.00		\$ -	1.00	\$ 14,000.00	0.00	100.00%
410	2528-9109020	TEMPORARY LANE SEPARATOR SYSTEM	LF	608.00	(608.00)	0.00	\$ 18.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
420	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAV	30.00	(6.00)	24.00	\$ 125.00	\$ 3,000.00		\$ -	24.00	\$ 3,000.00	0.00	100.00%
430	2533-4980005	MOBILIZATION	LS	1.00		1.00	\$ 225,000.00	\$ 225,000.00		\$ -	1.00	\$ 225,000.00	0.00	100.00%
440	2551-0000110	TEMPORARY CRASH CUSHION	EA	1.00	(1.00)	0.00	\$ 1,100.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
450	2552-0000300	TRENCH COMPACTION TESTING	LS	1.00	(1.00)	0.00	\$ 3,000.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
460	2554-0212020	VALVE BOX EXTENSION	EA	2.00		2.00	\$ 500.00	\$ 1,000.00		\$ -	2.00	\$ 1,000.00	0.00	100.00%
470	2554-0214000	FIRE HYDRANT ADJUSTMENT	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	2.00	\$ 7,000.00	0.00	100.00%
480	2598-9999005	(EACH ITEM) PVC DRAINAGE INLET	EA	4.00		4.00	\$ 3,000.00	\$ 12,000.00		\$ -	4.00	\$ 12,000.00	0.00	100.00%
490	2601-2634105	MULCHING, BONDED FIBER MATRIX	ACRE	5.10	1.91	7.01	\$ 2,500.00	\$ 17,525.00		\$ -	7.01	\$ 17,525.00	0.00	100.00%
500	2601-2642120	STABILIZING CROP - SEEDING AND FERTILIZING (URBAN)	ACRE	5.10	(1.49)	3.61	\$ 1,350.00	\$ 4,873.50		\$ -	3.61	\$ 4,873.50	0.00	100.00%
510	2601-2700020	TRANSITION MAT	SF	200.00	(200.00)	0.00	\$ 15.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
520	2602-0000150	STABILIZED CONSTRUCTION ENTRANCE, EC-303	LF	250.00	(120.00)	130.00	\$ 62.50	\$ 8,125.00		\$ -	130.00	\$ 8,125.00	0.00	100.00%
530	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	6,875.00	(3,455.00)	3,420.00	\$ 2.50	\$ 8,550.00		\$ -	3,420.00	\$ 8,550.00	0.00	100.00%
540	2602-0000351	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	6,875.00	(6,875.00)	0.00	\$ 0.30	\$ -		\$ -	0.00	\$ -	0.00	0.00%
550	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	5.00	3.00	8.00	\$ 500.00	\$ 4,000.00		\$ -	8.00	\$ 4,000.00	0.00	100.00%
560	2602-0010020	MOBILIZATIONS, EMERGENCY EROSION CONTROL	EA	1.00	(1.00)	0.00	\$ 1,000.00	\$ -		\$ -	0.00	\$ -	0.00	0.00%
570	2599-9999010	(LUMP SUM ITEM) PEDESTRIAN BRIDGE LIGHTING	LS	1.00		1.00	\$ 215,000.00	\$ 215,000.00	0.05	\$ 10,750.00	0.95	\$ 215,000.00	0.00	100.00%
580	2402-2720000	EXCAVATION, CLASS 20	CY	240.00		240.00	\$ 50.00	\$ 12,000.00		\$ -	240.00	\$ 12,000.00	0.00	100.00%
590	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	220.00		220.00	\$ 1,000.00	\$ 220,000.00		\$ -	220.00	\$ 220,000.00	0.00	100.00%
600	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	CY	75.40		75.40	\$ 1,000.00	\$ 75,400.00		\$ -	75.40	\$ 75,400.00	0.00	100.00%
610	2403-7303000	STRUCTURAL CONCRETE COATING	SY	759.00		759.00	\$ 74.00	\$ 56,166.00		\$ -	759.00	\$ 56,166.00	0.00	100.00%
620	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	49,388.00		49,388.00	\$ 1.75	\$ 86,429.00		\$ -	49,388.00	\$ 86,429.00	0.00	100.00%
630	2423-0000100	PRE-ENGINEERED STEEL TRUSS TRAIL BRIDGE, 180'-2 X 12'-0	EACH	1.00		1.00	\$ 845,000.00	\$ 845,000.00		\$ -	1.00	\$ 845,000.00	0.00	100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

840	2501-0201057	PILES, STEEL, HP 10 X 57 - FRAME FOOTINGS	LF	2,240.00		2,240.00		2,240.00	\$	60.00	\$	134,400.00		\$	-	2,240.00	2,240.00	\$	134,400.00	0.00	100.00%	
650	2501-0201274	PILES, STEEL, HP 12 X 74 - ABUTMENT	LF	640.00		640.00		640.00	\$	70.00	\$	44,800.00		\$	-	640.00	640.00	\$	44,800.00	0.00	100.00%	
660	2507-26338610	CONCRETE SLOPE PROTECTION	SY	187.30		187.30		187.30	\$	350.00	\$	65,555.00		\$	-	187.30	187.30	\$	65,555.00	0.00	100.00%	
670	2598-9999014	ABUTMENT FRAME FORMLINER	SF	6,543.00		6,543.00		6,543.00	\$	20.00	\$	130,860.00		\$	-	6,543.00	6,543.00	\$	130,860.00	0.00	100.00%	
680	2598-9999018	ANTI-GRAFFITI COATING	SY	759.00		759.00		759.00	\$	24.00	\$	18,216.00		\$	-	759.00	759.00	\$	18,216.00	0.00	100.00%	
8001	2524-9275100	WOOD POSTS FOR TYPE A OR B SIGNS, 4 IN. X 4 IN.	LF		128.00	128.00		128.00	\$	44.00	\$	5,632.00		\$	-	128.00	128.00	\$	5,632.00	0.00	100.00%	
8002	2599-9999010	(LUMP SUM ITEM) LIGHTING POWER SERVICE	LS		1.00	1.00		1.00	\$	15,763.00	\$	15,763.00		\$	-	1.00	1.00	\$	15,763.00	0.00	100.00%	
8003	2502-9212408	SUBDRAIN, STANDARD, NON-PERFORATED, 6 IN., AS PER PLAN	LF		151.90	151.90		151.90	\$	36.66	\$	5,568.65		151.90	\$	5,568.65	0.00	151.90	\$	5,568.65	0.00	100.00%
8004	2105-8425005	TOPSOIL, FURNISH AND SPREAD	CY		491.00	491.00		491.00	\$	33.00	\$	16,203.00		491.00	\$	16,203.00	0.00	491.00	\$	16,203.00	0.00	100.00%
8005	2598-9999018	CONCRETE SLOPE PROTECTION, PAINTING	SY		187.30	187.30		187.30	\$	13.35	\$	2,500.46		187.30	\$	2,500.46	0.00	187.30	\$	2,500.46	0.00	100.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$1,034,636.29 PAY PERIOD = \$ 38,781.11

COMPLETED = \$1,034,636.29

100.00%



June 21, 2023

Mr. Jim Haberichter, P.E.
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023-1564

RE: HIGH TRESTLE TRAIL EXTENSION – SE MAGAZINE ROAD TO SE ORALABOR ROAD
PARTIAL PAYMENT APPLICATION NO. 15 AND CHANGE ORDER NO. 3
FINANCE PROJECT NO. 938.4459
S&A PROJECT NO. 120.0274

Dear Mr. Haberichter:

Enclosed is Cramer and Associates, Inc.'s Partial Payment Application #15 for the above noted project from December 1, 2022 to June 15, 2023. Construction through this payment application includes erosion control, bridge lighting, and other miscellaneous work. This partial payment application should be considered semi-final, contingent on comments or adjustments needed from the Iowa DOT audit. Also enclosed is Change Order #3 which rectifies the field measurements with estimated contract quantities. Based on project observations, plan quantities, measured quantities, and work completed we recommend approval of Partial Payment Application #15 and Change Order #3. Through this payment application, 100% of the contract work has been completed and 115 of the 130 working days (88%) have been charged through this partial payment application.

Please contact me should you have any questions or comments on this payment application. We will be in attendance at the July 3, 2023 council meeting to answer any questions regarding this project.

Respectfully,

SNYDER & ASSOCIATES, INC.

Andy G. Burke, P.E.
Project Manager

Enclosure

CC: Mark Land, P.E., Snyder & Associates



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #3 in the amount of \$48,422.90 to Foth Infrastructure and Environment, LLC for engineering services on the NW State Street Extension project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW State Street Extension
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 885.3885.4210 **Finance Project #** 885.4210
Vendor Project or Invoice #: 3 **PO #**
Original Contract Date: March 6, 2023 **Vendor #** 2078

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: May 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	\$	473,400.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	473,400.00	
Total completed and stored to date:	\$	145,542.04	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	145,542.04	
Less previous applications for payment:	\$	97,119.14	
SUBTOTAL	\$		48,422.90

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 48,422.90

Balance to finish, including retainage: \$ 327,857.96

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Andy S. Floy

Digitally signed by Andy S. Floy
Date: 2023.06.16
14:47:06-05'00'

Firm Name

June 16, 2023

Signature

Date

City of Ankeny Staff Approval:

Mitch Wedell

6-16-23

Signature

Date

Submit to:

Mitch Wedell, P.E. - Development Engineering Manager

E-mail:

MWedell@AnkenyIowa.gov

Phone:

(515) 963-3520

Fax:

(515) 963-3535

Date Printed: 6/16/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 25,629.81
2	June 5, 2023	\$ 71,489.33
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 97,119.14

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



Summary of Services Report - Project Code: 885.4210

Project Title: NW State Street Extension

Period: May 1st to May 31st, 2023

Work Completed:

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

- Ongoing project coordination, utility coordination and project management.
- Finalized base mapping of survey data and ROW boundary
- Submitted 404 application
- Continued traffic forecasting and modeling
- Began preliminary drainage analysis

Work Scheduled:

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

- Continue design development coordination, utility coordination and project management.
- Continue preliminary drainage analysis and culvert sizing.
- Finalize traffic forecasting and modeling
- Begin roadway alignment preliminary design

Submittal Schedule:

The following dates are according to the original project contract:

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

General Comments:

- None

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 16, 2023

Project No: 0023A007.00

Invoice No: 84436

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

Invoice Total USD 48,422.90

Project 0023A007.00 NW State Street Extension

Professional Services through May 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager III	6.50	216.00	1,404.00
Project Manager II	3.00	202.00	606.00
Project Manager I	54.00	180.00	9,720.00
Project Engineer V	48.50	216.00	10,476.00
Project Engineer I	.50	154.00	77.00
Project Scientist I	2.50	127.00	317.50
Technician VII	6.00	155.00	930.00
Technician V	35.00	135.00	4,725.00
Technician IV	12.00	125.00	1,500.00
Technician II	27.70	105.00	2,908.50
Land Surveyor IV	8.00	190.00	1,520.00
Totals	203.70		34,184.00
Total Labor			34,184.00

Subconsultants 13,500.00

Expenses 738.90

Billing Limits	Current	Prior	To-Date
Total Billings	48,422.90	97,119.14	145,542.04
Limit			473,400.00
Remaining			327,857.96

Total This Invoice USD 48,422.90



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #14 in the amount of \$4,737.17 to Foth Infrastructure and Environment, LLC for engineering services on the North Four Mile Creek Trunk Sewer project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #14

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: North Four Mile Creek Trunk Sewer
Contractor: Foth Infrastructure & Environment
Address: 8191 Birchwood Court, Suite L, Johnston, IA 50131
Finance Budget Code: 660.3660.4210 **Finance Project #** 660.4210
Vendor Project or Invoice #: 14 **PO #**
Original Contract Date: March 7, 2022 **Vendor #** 2078

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 14
PAYMENT PERIOD: From: May 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	\$	127,100.00	
Net change by Change Orders:	\$	173,500.00	
Contract Amount to Date: (line 1 ± 2)	\$		300,600.00
Total completed and stored to date:	\$	143,908.81	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		143,908.81
Less previous applications for payment:	\$		139,171.64
SUBTOTAL	\$		4,737.17

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,737.17

Balance to finish, including retainage: \$ 156,691.19

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Foth Infrastructure & Environment

Digitally signed by Andy S. Floy
Date: 2023.06.16
14:27:43-05'00'

Firm Name

June 16, 2023

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

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TOTAL \$ 139,171.64

Record of Change Orders

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

Contract Time Remaining

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

Invoice

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

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

June 16, 2023

Project No: 0022A004.00

Invoice No: 84435

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

Invoice Total USD 4,737.17

Project 0022A004.00 North Four Mile Creek Trunk Sewer

Professional Services through May 31, 2023

Professional Personnel

	Hours	Rate	Amount
Project Manager II	5.50	202.00	1,111.00
Project Engineer III	2.00	178.00	356.00
Project Engineer II	4.00	166.00	664.00
Technician IV	2.00	125.00	250.00
Technician I	1.50	85.00	127.50
Construction Manager III	11.00	182.00	2,002.00
Totals	26.00		4,510.50
Total Labor			4,510.50

Expenses 226.67

Billing Limits	Current	Prior	To-Date
Total Billings	4,737.17	139,171.64	143,908.81
Limit			300,600.00
Remaining			156,691.19
Total This Invoice			USD 4,737.17



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #26 in the amount of \$13,381.15 to FOX Strand, for engineering services on the Ankeny ASR project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #26

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny ASR
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 632.3632.4210 **Finance Project #** 632.4210
Vendor Project or Invoice #: 0197701 **PO #**
Original Contract Date: February 15, 2021 **Vendor #** 11377

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 26
PAYMENT PERIOD: From: May 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	\$	349,900.00	
Net change by Change Orders:	\$	444,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	794,500.00	
Total completed and stored to date:	\$	791,915.69	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	791,915.69	
Less previous applications for payment:	\$	778,534.54	
SUBTOTAL	\$	13,381.15	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 13,381.15

Balance to finish, including retainage: \$ 2,584.31

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name FOX Strand

Signature Steven J. Troyer, P.E. Date June 14, 2023

City of Ankeny Staff Approval:

Signature Donald Clark Date 6-14-23

Submit to: Don Clark, Director of Municipal Utilities
E-mail: dclark@ankenyiowa.gov **Phone:** 515-963-3529 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	3/30/21	\$ 12,000.00
2	5/30/20	\$ 39,140.00
3	6/30/21	\$ 14,380.00
4	7/31/21	\$ 29,721.05
5	8/30/21	\$ 47,830.00
6	9/30/21	\$ 28,000.00
7	10/30/21	\$ 45,745.90
8	11/30/21	\$ 90,901.20
9	12/31/21	\$ 52,850.19
10	1/31/22	\$ 20,190.20
11	2/28/22	\$ 27,490.50
12	3/31/22	\$ 25,838.20
13	4/30/22	\$ 18,385.15
14	5/30/22	\$ 38,250.50
15	6/30/22	\$ 41,877.85
16	7/31/22	\$ 35,640.96
17	8/31/22	\$ 37,939.97
18	9/30/22	\$ 34,660.59
19	10/31/22	\$ 26,208.18
20	11/30/22	\$ 14,947.87
21	12/31/22	\$ 19,540.34
22	01/31/23	\$ 25,763.36
23	02/28/23	\$ 23,303.05
24	03/31/23	\$ 19,437.33
25	04/30/23	\$ 8,492.15
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 778,534.54

Record of Change Orders

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TOTAL \$ -
Please update Payment Application Sheet

Contract Time Remaining

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



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

Invoice

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

June 12, 2023
Project No: 7020.001
Invoice No: 0197701

Professional Services: May 1, 2023 through May 31, 2023

Project	7020.001	Ankeny ASR - Final Design		
Fee				
Total Fee		172,600.00		
Percent Complete		100.00	Total Earned	172,600.00
			Previous Fee Billing	172,600.00
			Current Fee Billing	0.00
			Total Fee	0.00
			Total this Project	0.00

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

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

Project	7020.004	Ankeny ASR - Construction Administration; Demolition		
			Total this Project	0.00

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

Page 1 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0197701
Project	7020.005	Ankeny ASR - RPR Demolition		
		Total this Project		0.00
Project	7020.006	Ankeny ASR - Geotechnical Report		
		Total this Project		0.00
Project	7020.007	Ankeny ASR - Testing Services; WWTP Demolition		
		Total this Project		0.00
Project	7020.008	Ankeny ASR - Construction Administration		
Fee				
Total Fee		270,000.00		
Percent Complete	98.00	Total Earned	264,600.00	
		Previous Fee Billing	261,900.00	
		Current Fee Billing	2,700.00	
		Total Fee		2,700.00
		Total this Project		\$2,700.00
Project	7020.009	Ankeny ASR - Bidding Documents		
		Total this Project		0.00
Project	7020.010	Construction Resident Project Representative		
		Total Labor		9,460.00
		Total Expenses		120.80
		Total this Project		\$9,580.80
Project	7020.011	Construction Staking Services		
		Total Labor		1,066.75

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

Page 2 of 3

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

Project	7020.001	Ankeny ASR - Final Design	Invoice	0197701
Total Expenses				33.60
Total this Project				\$1,100.35

Project	7020.012	Construction Field and Laboratory Testing Services		
Total this Project				0.00
Total this Invoice				\$13,381.15

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

Page 3 of 3

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



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

DATE: June 6, 2023

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

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

DELIVERY: US mail

ITEMS: Status Report / Monthly Billing

COMMENTS:

Mr. Clark,

This billing is for professional engineering services for the May 2023 billing period. Time was spent this period on construction administration, reviewing submittals, and responding to contractor questions and RFIs, as well as RPR construction observation. Construction progress meetings were held on May 11 and 31.

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

Steve Troyer

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$15,355.75 to FOX Strand, for engineering services on the NE 36th Street & NE 38th Street Water Main Loop project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 36th Street & NE 38th Street Water Main Loop
Contractor: FOX Strand
Address: 414 South 17th St, Ste 107, Ames, IA 50010
Finance Budget Code: 618.3618.4210 **Finance Project #** 618.4210
Vendor Project or Invoice #: 7020.013 **PO #**
Original Contract Date: March 20, 2023 **Vendor #** 11377

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: May 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	\$	204,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	204,000.00	
Total completed and stored to date:	\$	27,792.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	27,792.50	
Less previous applications for payment:	\$	12,436.75	
SUBTOTAL	\$		15,355.75

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 15,355.75

Balance to finish, including retainage: \$ 176,207.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval:

Firm Name FOX Strand

Mitchell Holtz, P.E.

June 14, 2023

Signature Date

City of Ankeny Staff Approval:

Signature *Donald Clark* Date 6/14/23

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	May 11, 2023	\$ 12,436.75
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 12,436.75

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



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

Invoice

Don Clark
Director of Municipal Utilities
City of Ankeny
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

June 12, 2023
Project No: 7020.013
Invoice No: 0198215

Professional Services: May 1, 2023 through May 31, 2023

Project	7020.013	NE 36th Street and NE 38th Street Water Main Loop - Design & Bidding		
Fee				
Total Fee	175,000.00			
Percent Complete	15.00	Total Earned	26,250.00	
		Previous Fee Billing	12,250.00	
		Current Fee Billing	14,000.00	
		Total Fee		14,000.00
		Total this Project		\$14,000.00

Project	7020.014	Easement Acquisition & Geotechnical Engineering Subcontracting Services		
Total Labor				
				1,355.75
		Total this Project		\$1,355.75
		Total this Invoice		\$15,355.75

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

Page 1 of 1

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



FOX Strand
414 South 17th Street, Suite 107
Ames, IA 50010
(P) 513.233.0000
www.strand.com

STATUS REPORT

DATE: June 5, 2023

TO: Don Clark
Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

RE: NE 36th Street and NE 38th Street Water Main Loop
PN 7020.013, 7020.014

ITEMS: Status Report / Monthly Billing

COMMENTS:

In the months of May, FOX Strand provided Engineering Services and correspondence for the NE 36th Street and NE 38th Street Water Main Loop Project as follows:

Design & Bidding - FOX Strand began design for the project. FOX Strand corresponded with Staff as needed.

Easement Acquisition & Geotechnical Engineering Subcontracting Services - FOX Strand finalized scope and fee with Terracon regarding geotechnical services for the project. Terracon intends to start work the week of June 5, 2023 with a services completion date of July 28, 2023 (delivery of engineering report).

Let me know if you have any questions or concerns.

A handwritten signature in blue ink, appearing to read 'Mitch Holtz', is positioned above a horizontal line.

Mitch Holtz, P.E



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #2 in the amount of \$939,424.71 to Granite Excavating for construction services on the S. Ankeny Blvd Transmission Blvd project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 2
PAYMENT PERIOD: From: May 27, 2023 Through: June 16, 2023

Contract Summary

Original Contract Amount:	\$	2,649,525.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 + 2)	\$	2,649,525.00	
Total completed and stored to date:	\$	1,537,610.75	
Retainage: 5 % of Completed Work:	\$	76,880.54	
Total Earned less Retainage:	\$	1,460,730.21	
Less previous applications for payment:	\$	521,305.50	
SUBTOTAL	\$		939,424.71

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 939,424.71

Balance to finish, including retainage: \$ 1,188,794.79

Contract Time Remaining (If applicable) 121 Working Days

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

Construction Contractor Approval: Granite Excavating

Signature: [Signature] Firm Name: Granite Excavating Date: 6/20/23

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Signature: [Signature] Firm Name: Short Elliott Hendrickson Inc. Date: June 20, 2023

City of Ankeny Staff Approval:

Signature: [Signature] Date: 6/20/23

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	June 19, 2023	\$ 521,305.50
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 521,305.50

Record of Change Orders

No.	Date	Amount
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TOTAL \$ -

Contract Time Remaining

Contract Period:	Working Days
Original Contract Date:	February 6, 2023
Original Contract Time:	164
Added by Change Order:	-
Contract Time to Date:	164
Time Used to Date:	43
Contract Time Remaining:	121

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1	Removal of Known Pipe Culvert, CMP, 18"	LF	30		30.00	\$ 32.00	\$ 960.00	30.00	\$ 960.00	-	100.00%
2	Removal and Reinstall of Culvert, RCP, 24"	LF	10		10.00	\$ 78.00	\$ 780.00		\$ -	10.00	0.00%
3	Removal and Reinstall of Culvert, RCP, 42"	LF	20		20.00	\$ 80.00	\$ 1,600.00		\$ -	20.00	0.00%
4	Trench Foundation	TON	900		900.00	\$ 43.00	\$ 38,700.00		\$ -	900.00	0.00%
5	Water Main, Trenched, PVC, 12"	LF	30		30.00	\$ 122.00	\$ 3,660.00		\$ -	30.00	0.00%
6	Water Main, Trenched, PVC, 24"	LF	4,475		4,475.00	\$ 348.00	\$ 1,557,300.00	1,046.00	\$ 364,008.00	3,429.00	23.37%
7	Water Main, Trenched, DI, 24"	LF	70		70.00	\$ 322.00	\$ 22,540.00	20.00	\$ 6,440.00	50.00	28.57%
8	Water Main, Trenchless, PVC, 24"	LF	522		522.00	\$ 609.00	\$ 317,898.00		\$ -	522.00	0.00%
9	Water Main with Existing Casing Pipe, Trenchless, PVC, 24"	LF	273		273.00	\$ 587.00	\$ 160,251.00	228.00	\$ 133,836.00	45.00	83.52%
10	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	80		80.00	\$ 1,445.00	\$ 115,600.00	60.00	\$ 86,700.00	20.00	75.00%
11	Valve, Gate, 24"	EA	1		1.00	\$ 39,850.00	\$ 39,850.00		\$ -	1.00	0.00%
12	Tapping Valve Assembly, 24" x 24"	EA	1		1.00	\$ 63,890.00	\$ 63,890.00		\$ -	1.00	0.00%
13	Tapping Valve Assembly, 12" x 12"	EA	1		1.00	\$ 10,260.00	\$ 10,260.00		\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	6		6.00	\$ 11,500.00	\$ 69,000.00	2.00	\$ 23,000.00	4.00	33.33%
15	Fire Hydrant Assembly at STA. 304+78.00	EA	1		1.00	\$ 10,980.00	\$ 10,980.00		\$ -	1.00	0.00%
16	Removal of Recreational Trail	SY	1,380		1,380.00	\$ 20.00	\$ 27,600.00	1,023.10	\$ 20,462.00	356.90	74.14%
17	Recreational Trail, PCC	SY	1,350		1,350.00	\$ 65.00	\$ 87,750.00		\$ -	1,350.00	0.00%
18	Recreational Trail, HMA	SY	30		30.00	\$ 65.00	\$ 1,950.00		\$ -	30.00	0.00%
19	Granular Surfacing, Class A Roadstone	TON	325		325.00	\$ 35.00	\$ 11,375.00		\$ -	325.00	0.00%
20	Temporary Traffic Control	LS	1		1.00	\$ 20,370.00	\$ 20,370.00	0.25	\$ 5,092.50	0.75	25.00%
21	Conventional Seeding and Fertilizing, Type 6	AC	5.3		5.30	\$ 2,885.00	\$ 15,290.50		\$ -	5.30	0.00%
22	Conventional Seeding, Type 4	AC	5.3		5.30	\$ 1,575.00	\$ 8,347.50		\$ -	5.30	0.00%
23	Wattle, 9"	LF	1,000		1,000.00	\$ 2.00	\$ 2,000.00	26.00	\$ 52.00	974.00	2.60%
24	Wattle, Removal	LF	1,000		1,000.00	\$ 0.30	\$ 300.00		\$ -	1,000.00	0.00%
25	Site Fence	LF	2,600		2,600.00	\$ 2.00	\$ 5,200.00	1,790.00	\$ 3,580.00	810.00	68.85%
26	Site Fence, Removal	LF	2,600		2,600.00	\$ 0.30	\$ 780.00		\$ -	2,600.00	0.00%
27	Erosion Control Mulching, Hydromulching	AC	10.5		10.50	\$ 2,885.00	\$ 30,292.50		\$ -	10.50	0.00%
28	Mobilization	LS	1.0		1.00	\$ 25,000.50	\$ 25,000.50	0.50	\$ 12,500.25	0.50	50.00%
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75					-	\$ -	\$ -		\$ -	-	0.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 2,649,525.00

\$ 656,630.75

24.78%

MATERIAL STORED ONSITE PRICE DETAIL

ITEM NO.	DESCRIPTION	UNITS	QUANTITY ONSITE	UNIT PRICE	EXTENDED PRICE
1	Water Main, PVC, 24", Stab Joint	LF	1900	\$ 167.00	\$ 317,300.00
2	Water Main, PVC, 24", Restrained Joint	LF	2080	\$ 271.00	\$ 563,680.00
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MATERIAL STORED ONSITE TO DATE

\$ 880,980.00



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #11 in the amount of \$4,620.00 to HDR Engineering, Inc., for engineering services on the NW Irvinedale Elevated Storage Tank project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Irvinedale Elevated Storage Tank
Contractor: HDR Engineering, Inc.
Address: 300 E. Locust Street, Suite 210, Des Moines, IA, 50309-1823
Finance Budget Code: 611.3611.4210 **Finance Project #** 611.4210
Vendor Project or Invoice #: 10345779 **PO #**
Original Contract Date: June 6, 2022 **Vendor #** 3452

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: May 7, 2023 Through: June 3, 2023

Contract Summary

Original Contract Amount:	\$	462,000.00	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	462,000.00	
Total completed and stored to date:	\$	438,900.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	438,900.00	
Less previous applications for payment:	\$	434,280.00	
SUBTOTAL	\$		4,620.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 4,620.00

Balance to finish, including retainage: \$ 23,100.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

HDR Engineering, Inc.

Digitally signed by Rob Baker
Location: Ames, Iowa
Contact Info: 515.280.4973
Date: 2023.06.09 12:01:27 -0500

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, P.E.

E-mail:

DClark@Ankenylowa.gov

Phone:

(515)963-3529

Fax:

Date Printed: 6/9/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

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

No.	Date	Amount
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TOTAL \$ 434,280.00

Record of Change Orders

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TOTAL \$ -

Contract Time Remaining

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



Monthly Progress Report

Date: Friday, June 09, 2023

Project: Ankeny NW Irvinedale Elevated Storage Tank

To: Don Clark, P.E.

From: Rob Baker, P.E.

Subject: Monthly Progress Report for May 2023

Activities of the Previous Months

Task 1 – Project Management, Project Initiation Meeting and Site Investigation Visit

- 1 – Team management and project control – Ongoing
 - 2 – Project planning – Completed
 - 3 – Project initiation meeting and site investigation visit – Completed
 - 4 – Background data – Completed
 - 5 – Monthly progress invoices – Ongoing
 - 6 – Monthly progress reports – Ongoing
 - 7 – Quality control activities – Ongoing
- Overall Task 1 – 95% Completed**

Task 2 – Survey

Overall Task 2 – 100% Completed

Task 3 – Geotechnical Investigation and Recommendations

Overall Task 3 – 100% Completed

Task 4.1 – Preliminary Design

Overall Task 4.1 – 100% Completed

Task 6 – Base Water Distribution System Modeling for EST Design

Overall Task 6 – 100% Completed

Task 4.2 – Final Design

- 1 – EST 100% design drawings – 100% Completed
- 2 – Civil/Site 100% design drawings – 100% Completed
- 3 – EST 100% specifications – 100% Completed
- 4 – Civil/Site 100% specifications – 100% Completed

The final deliverables have been submitted to the City and Iowa DNR. Iowa DNR did not provide any comments when asked verbally on phone.

Overall Task 4.2 – 100% Completed

Task 7 – Additional Distribution Modeling for Updated CIP

- 1 – CIP Update – 100% Completed
- 2 – Report and Figures – 86% Completed
- 3 – Meeting – not scheduled



Model refinements made, a TM that combines the results from Tasks 7 and 8 has been drafted.
HDR is ready to discuss with the City.

Overall Task 4.2 – 86% Completed

Task 8 – Additional Distribution Modeling for Updated Master Plan

1 – Development of Buildout Condition – 100% Completed

2 – Areas of Concern – 100% Completed

3 – Report and Figures – 90% Completed

4 – Meeting – not scheduled

Model refinements made, a TM that combines the results from Tasks 7 and 8 has been drafted.
HDR is ready to discuss with the City.

Overall Task 8 – 90% Completed

Overall Project – 95% Completed



Planned Activities for the Next Month

Task 1 – Project Management

- 1 – Team management and project control – Ongoing
- 5 – Monthly progress invoices – Ongoing
- 6 – Monthly progress reports – Ongoing
- 7 – Quality control activities – Ongoing

Task 4.2 – Final Design

We will be following up to complete survey tasks with Nilles Associates. These include the items requested from City Planning for the final plat of the site, the storm water easement, and metes and bounds for MidAmerican. The remaining City Planning Items have been addressed.

Task 7 – Additional Water Distribution System Modeling and Updated CIP

- 1 – Updated model used to develop updated CIP – Completed
- 2 – Draft TM – Completed
- 3 – Draft TM QC review – Completed
- 4 – Draft TM submittal – Pending
- 5 – Draft TM review meeting – To be completed

Meetings

Meetings Completed

- 6/9/22 Project Initiation Meeting and Site Investigation Visit
- 10/21/22 50% Design Documents and Task 6 TM Review Meeting
- 1/10/23 90% Design Documents meeting not held, comments discussed by phone.
- 4/19/23 100% Design Documents meeting with City Planning via Teams call.

Meetings Upcoming

- May 2023 Tasks 7 and 8 Review Meeting

Critical/Outstanding Issues None



Invoice

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

Reference Invoice Number with Payment

HDR Invoice No. 1200529635
Invoice Date 12-Jun-2023
Invoice Amount Due \$4,620.00
Payment Terms Net 30

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

Remit to PO Box 74008202
Chicago, IL 60674-8202
Wire transfer to Bank of America ML US
ABA #081000032
Account# 355004076604

Email invoices to Don at: dclark@ankenyiowa.gov

NW Irvinedale Elevated Storage Tank

Professional Services

From: 7-May-2023 To: 3-Jun-2023

Professional Services	Fee	Percent Complete	Fee Earned To Date	Previous Fee Invoiced	Current Fee Invoiced
Elevated Storage Tank (EST)	\$462,000.00	95.00%	\$438,900.00	\$434,280.00	\$4,620.00
	\$462,000.00		\$438,900.00	\$434,280.00	\$4,620.00

HDR Internal Reference Only

Client Number	18054
Cost Center	10134
Project Number	10345779



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$10,944.67 to HGS, LLC, for construction services on the Rock Creek Greenbelt - Native Vegetation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Rock Creek Greenbelt - Native Vegetation
Contractor: HGS, LLC
Address: 6575 West Loop South Ste 300, Bellaire, TX 77401
Finance Budget Code: 957.2957.4405 **Finance Project #** 957.4405
Vendor Project or Invoice #: N/A **PO #** N/A
Original Contract Date: October 3, 2022 **Vendor #** 11660

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 3
PAYMENT PERIOD: From: May 1, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	\$	96,960.30	
Net change by Change Orders:	\$	3,738.70	
Contract Amount to Date: (line 1 ± 2)	\$		100,699.00
Total completed and stored to date:	\$	40,769.10	
Retainage: 5 % of Completed Work:	\$	2,038.46	
Total Earned less Retainage:	\$		38,730.65
Less previous applications for payment:	\$		27,785.98
SUBTOTAL			\$ 10,944.67

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 10,944.67

Balance to finish, including retainage:

\$ 61,968.36

Contract Time Remaining (If applicable)

Calendar Date

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

Construction Contractor Approval:

HGS, LLC

Signature:

Date: 6/15/23

Engineer / Consultant Approval:

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature:

Date: 6/19/23

Submit to:

Nick Lenox, Director of Parks & Recreation

E-mail: Nlenox@ankenyiowa.gov

Phone: 515-963-3576

Fax: 515-963-3576

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	May 1, 2023	\$ 18,156.59
2	June 5, 2023	\$ 9,629.39
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Previous Applications for Payment

No.	Date	Amount
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37		
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PREVIOUS PAY APP TOTAL = \$ 27,785.98

Record of Change Orders

No.	Date	Amount
1	July 3, 2023	\$ 3,738.70
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CHANGE ORDER TOTAL = \$ 3,738.70

Contract Time Remaining

Contract Period:	Calendar Date
Construction Start Date:	October 3, 2022
Contract Full Completion Date:	12/22/2023
Substantial Completion	
Contract Working Days:	N/A
Added by Change Order:	N/A
Total Working Days:	#VALUE!
Working Days Used to Date:	N/A
Working Days Remaining:	#VALUE!

Full Completion

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
2.1	EARTHWORK	LS	1		1.00	\$ 22,780.00	\$ 22,780.00	0.15	\$ 3,417.00	0.85	1.00	\$ 22,780.00	0.00	100.00%
	Clearing and Grubbing by Lump Sum													
	STREETS AND RELATED WORK													
7.1	Removal of Sidewalk	SY	79.0		79.00	\$ 49.10	\$ 3,878.90		\$ -		3.00	\$ -	79.00	0.00%
7.2	Shared Use Path, PCC, Class C, 6" Thick	SY	71.0		71.00	\$ 68.00	\$ 4,828.00		\$ -		0.00	\$ -	71.00	0.00%
7.3	Sidewalk, PCC, Class C, 4"	SY	8.0		8.00	\$ 55.00	\$ 440.00		\$ -		0.00	\$ -	8.00	0.00%
	TRAFFIC CONTROL													
8.1	Temporary Traffic Control	LS	1		1.00	\$ 753.00	\$ 753.00		\$ -	1.00	1.00	\$ 753.00	0.00	100.00%
	MISCELLANEOUS													
11.1	Mobilization	LS	1		1.00	\$ 14,102.00	\$ 14,102.00		\$ -	0.50	0.50	\$ 7,051.00	0.52	55.00%
11.2	Concrete Washout	LS	1		1.00	\$ 1,105.00	\$ 1,105.00		\$ -		0.00	\$ -	1.00	0.00%
11.3	Establishment Mowing	Ac.	7.8		7.80	\$ 355.00	\$ 2,769.00	7.80	\$ 2,769.00		7.80	\$ 2,769.00	0.00	100.00%
11.4	Herbicide Treatment	Ac.	7.8		7.80	\$ 386.00	\$ 3,010.80	3.90	\$ 1,505.40	3.90	7.80	\$ 3,010.80	0.00	100.00%
11.5	Dormant Native Vegetation Seeding, Drilled	Ac.	7.8		7.80	\$ 2,766.00	\$ 21,574.80		\$ -		0.00	\$ -	7.80	0.00%
11.7	Vegetation Maintenance	Ac.	54.9		54.90	\$ 262.00	\$ 14,383.80		\$ -		0.00	\$ -	54.90	0.00%
11.8	Tree and Shrub Herbicide Treatment	LS	1		1.00	\$ 1,191.00	\$ 1,191.00	1.00	\$ 1,191.00		1.00	\$ 1,191.00	0.00	100.00%
11.9	New Planting Sign	5a.	32		32.00	\$ 192.00	\$ 6,144.00		\$ -	3.00	3.00	\$ 576.00	29.00	53.89%
	CHANGE ORDER ITEMS													
12.01	Establishment Mowing Additional Area	Ac.		0.70	0.70	\$ 355.00	\$ 248.50	0.70	\$ 248.50		0.70	\$ 248.50	0.00	100.00%
12.02	Herbicide Treatment Additional Area	Ac.		0.70	0.70	\$ 386.00	\$ 270.20	0.70	\$ 270.20		0.70	\$ 270.20	0.00	100.00%
12.03	Native Vegetation Additional Area	Ac.		0.70	0.70	\$ 2,766.00	\$ 1,936.20	0.70	\$ 1,936.20		0.70	\$ 1,936.20	0.00	100.00%
12.04	Vegetation Maintenance Additional Area	Ac.		4.90	4.90	\$ 262.00	\$ 1,283.80	0.70	\$ 183.40		0.70	\$ 183.40	4.20	14.29%
12.05					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 100,695.00 PAY PERIOD = \$ 11,520.70

COMPLETED = \$ 40,769.10

40.49%



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #10 in the amount of \$897.00 to HR Green, Inc., for engineering services on the SW State Street Fiber Optic Relocation project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #10

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting:

July 3
June 19, 2023 YH

PAYMENT REQUEST # 10

PAYMENT PERIOD: From: April 1, 2023 Through: April 28, 2023

Contract Summary

Original Contract Amount:	\$	30,957.40	
Net change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	30,957.40	
Total completed and stored to date:	\$	26,509.50	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	26,509.50	
Less previous applications for payment:	\$	25,612.50	
SUBTOTAL	\$		897.00

OTHER CHARGES (Attach an itemized list)

\$ -

CURRENT PAYMENT DUE

\$ 897.00

Balance to finish, including retainage: \$ 4,447.90

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: HR Green, Inc.

Firm Name

Signature

Date

Engineer / Consultant Approval:

HR Green, Inc.

Firm Name

Signature

Date

May 26, 2023

City of Ankeny Staff Approval:

Signature

Date

Leslie Hart

June 1, 2023

Submit to:

Leslie Hart, P.E. - Public Works Traffic Engineering Manager

E-mail:

lhart@AnkenyIowa.gov

Phone:

(515) 963-3548

Fax:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
1.00	PROJECT MANAGEMENT													
	Engineering	EA	1.00		1.00	\$ 380.00	\$ 380.00	1.00	\$ 380.00		1.00	\$ 380.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 290.00	\$ 290.00	1.00	\$ 290.00		1.00	\$ 290.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 610.00	\$ 610.00	1.00	\$ 610.00		1.00	\$ 610.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 315.00	\$ 315.00	1.00	\$ 315.00		1.00	\$ 315.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 172.50	\$ 172.50	1.00	\$ 172.50		1.00	\$ 172.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,472.50	\$ 1,472.50	1.00	\$ 1,472.50		1.00	\$ 1,472.50	0.00	100.00%
2.00	PRELIMINARY PLANS													
	Engineering	EA	1.00		1.00	\$ 2,185.00	\$ 2,185.00	1.00	\$ 2,185.00		1.00	\$ 2,185.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,650.00	\$ 3,650.00	1.00	\$ 3,650.00		1.00	\$ 3,650.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,250.00	\$ 1,250.00	1.00	\$ 1,250.00		1.00	\$ 1,250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ 1,200.00		1.00	\$ 1,200.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,300.00	\$ 3,300.00	1.00	\$ 3,300.00		1.00	\$ 3,300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 550.00	\$ 550.00	1.00	\$ 550.00		1.00	\$ 550.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 127.00	\$ 127.00	1.00	\$ 127.00		1.00	\$ 127.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 63.50	\$ 63.50	1.00	\$ 63.50		1.00	\$ 63.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 127.00	\$ 127.00	1.00	\$ 127.00		1.00	\$ 127.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 63.50	\$ 63.50	1.00	\$ 63.50		1.00	\$ 63.50	0.00	100.00%
3.00	UTILITY COORDINATION													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 100.00	\$ 100.00	1.00	\$ 100.00		1.00	\$ 100.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 250.00	\$ 250.00	1.00	\$ 250.00		1.00	\$ 250.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 262.50	\$ 262.50	1.00	\$ 262.50		1.00	\$ 262.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 63.50	\$ 63.50	1.00	\$ 63.50		1.00	\$ 63.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 613.50	\$ 613.50	1.00	\$ 613.50		1.00	\$ 613.50	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
4.00	FINAL PLANS													
	Engineering	EA	1.00		1.00	\$ 785.00	\$ 785.00	1.00	\$ 785.00		1.00	\$ 785.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 3,295.00	\$ 3,295.00	1.00	\$ 3,295.00		1.00	\$ 3,295.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 105.50	\$ 105.50	1.00	\$ 105.50		1.00	\$ 105.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 165.00	\$ 165.00	1.00	\$ 165.00		1.00	\$ 165.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
5.00	FRONT END DOCUMENTS													
	Engineering	EA	1.00		1.00	\$ 437.50	\$ 437.50	1.00	\$ 437.50		1.00	\$ 437.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 892.50	\$ 892.50	1.00	\$ 892.50		1.00	\$ 892.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,955.00	\$ 1,955.00	1.00	\$ 1,955.00		1.00	\$ 1,955.00	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 1,173.50	\$ 1,173.50	1.00	\$ 1,173.50		1.00	\$ 1,173.50	0.00	100.00%
	Engineering	EA	1.00		1.00	\$ 55.00	\$ 55.00	1.00	\$ 55.00		1.00	\$ 55.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
6.00	PERMITTING													
	Engineering	EA	1.00		1.00	\$ 300.00	\$ 300.00	1.00	\$ 300.00		1.00	\$ 300.00	0.00	100.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
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					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%
					0.00	\$ -	\$ -		\$ -		0.00	\$ -	0.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

[illegible]

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 26,509.50 PAY PERIOD = \$ 26,509.50

COMPLETED = \$ 26,509.50

100.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 2,565.00
2	October 3, 2022	\$ 3,940.00
3	November 21, 2022	\$ 2,160.00
4	December 19, 2022	\$ 1,515.00
5	January 16, 2023	\$ 4,357.50
6	February 6, 2023	\$ 6,005.00
7	March 20, 2023	\$ 1,687.50
8	April 17, 2023	\$ 2,082.00
9	June 5, 2023	\$ 1,300.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 25,612.50

Record of Change Orders

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining

Contract Period: Working Days
Construction Start Date:

Substantial Completion

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

Full Completion

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



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

▷ HRGREEN.COM

May 31, 2023

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

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

Dear Jim:

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

Attached Invoice #	163206
Period covered by invoice	4/1/23 – 4/28/23
Amount this invoice	\$897.00
Total billings to date, including this invoice	\$26,509.50
Contract maximum fee	\$30,957.40
% of Contract billed to date	85.63%

Summary of services during this billing period:

- Coordination with Leslie and Tom
- Coordination with Iowa Signal
- Utility review coordination
- Field staking/Site Reviews

Comments:

- None at this time

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

Best regards,

HR GREEN, INC.

Tyler Wiles, P.E.



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

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

May 24, 2023
Project No: 220761
Invoice No: 163206
Invoice Total: \$897.00

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

Professional Services Through April 28, 2023

Phase 2.0 Preliminary Plans

Professional Personnel

	Hours	Amount	
Corporate Admin	.50	63.50	
Totals	.50	63.50	
Total Labor			63.50
Total this Phase			\$63.50

*Construction
admin*

Phase 3.0 Utility Coordination

Professional Personnel

	Hours	Amount	
Professional	2.50	550.00	
Corporate Admin	.50	63.50	
Totals	3.00	613.50	
Total Labor			613.50
Total this Phase			\$613.50

Phase 4.0 Final Plans

Professional Personnel

	Hours	Amount	
Professional	.75	165.00	
Totals	.75	165.00	
Total Labor			165.00
Total this Phase			\$165.00

*Construction
admin*

Phase 5.0 Front End Documents

Professional Personnel

	Hours	Amount	
Professional	.25	55.00	
Totals	.25	55.00	
Total Labor			55.00
Total this Phase			\$55.00

*Construction
admin*

Project	220761	Ankeny, IA - State Street Fiber Optic Ca	Invoice	163206
Billing Limits		Current	Prior	To-Date
Total Billings		897.00	25,612.50	26,509.50
Limit				30,957.40
Remaining				4,447.90
			Total this Invoice	<u>\$897.00</u>



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #3 in the amount of \$38,156.25 to JEO Consulting Group, Inc., for engineering services on the Transportation Master Plan project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #3

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Transportation Master Plan
Contractor: JEO Consulting Group, Inc.
Address: 1937 N. Chestnut Street, Wahoo, NE 68066
Finance Budget Code: 260.3265.4210 Finance Project #: NA
Vendor Project #: 222064 Purchase Order #: NA
Original Contract Date: February 20, 2023 Vendor Account #: 7827

Date of Council Meeting: July 3, 2023 Payment Application #: 3

Payment Period: From: May 6, 2023 Through: June 9, 2023

Contract Summary:

Original Contract Amount:	\$	269,400.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	269,400.00	
Total Completed and Stored to Date:	\$	74,683.14	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	74,683.14	
Less Previous Applications for Payment:	\$	36,526.89	
SUBTOTAL:	\$	38,156.25	
OTHER CHARGES:	\$	-	
CURRENT PAYMENT DUE:	\$	38,156.25	
Balance to Finish, Including Retainage:	\$	194,716.86	

Contract Time Remaining: NA ----

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

Construction Contractor Approval: -----

Firm Name

Signature

Date

Engineer / Consultant Approval: JEO Consulting Group, Inc.

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to: Leslie Hart, Traffic Engineering Manager

E-mail: lhart@ankenyiowa.gov

Phone Number: 515-963-3548

Date Printed: 6/19/2023



Engineering | Architecture | Surveying | Planning

Invoice

June 20, 2023

Project No: R222064.00

Invoice No: 142106

Invoice Amount: 38,156.25

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

Project Manager Lonnie Burklund

Project R222064.00 Ankeny Transportation Master Plan

Professional Services through June 9, 2023

- Include Pay Application sheet with invoice

	Contract Amount	Percent Complete	Billed-to-Date	Previous Billing	Current Billing
Lump Sum Phase(s)					
Project Management	\$34,530.00	31%	\$10,715.00	\$7,402.50	\$3,312.50
Current and Future Transportation Conditions	\$54,150.00	44%	\$23,934.50	\$20,727.50	\$3,207.00
Public Engagement and Stakeholder Input	\$56,200.00	27%	\$15,320.00	\$2,543.75	\$12,776.25
Goals, Objectives, and Action Steps	\$29,750.00	43%	\$12,754.00	0.00	\$12,754.00
Alternatives Analysis & Prioritization	\$49,620.00	0%	0.00	0.00	0.00
Transportation Master Plan	\$40,100.00	29%	\$11,686.50	\$5,580.00	\$6,106.50
Direct Costs	\$5,050.00	5%	\$273.14	\$273.14	0.00
Total	\$269,400.00		\$74,683.14	\$36,526.89	\$38,156.25
Total Amount Due Upon Receipt :				\$38,156.25	

Email invoice to: lhart@ankenyiowa.gov



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #1 in the amount of \$3,400.00 to Kirkham Michael & Associates, Inc., for engineering services on the NE 62nd St Box Culvert Design project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NE 62nd St Box Culvert Design
Contractor: Kirkham Michael and Associates
Address: 4390 114th St., Urbandale, IA 50322
Finance Budget Code: 892.3892.4210 Finance Project #: 892.4210
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: April 17, 2023 Vendor Account #: 908

Date of Council Meeting: July 3, 2023 Payment Application #: 1
Payment Period: From: April 17, 2023 Through: June 9, 2023

Contract Summary:

Original Contract Amount:	\$	71,240.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	71,240.00	
Total Completed and Stored to Date:	\$	3,400.00	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	3,400.00	
Less Previous Applications for Payment:	\$	-	
SUBTOTAL:			\$ 3,400.00
OTHER CHARGES:			\$ -
CURRENT PAYMENT DUE:			\$ 3,400.00
Balance to Finish, Including Retainage:	\$	67,840.00	
Contract Time Remaining:		-	Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Kirkham Michael and Associates

Firm Name

Signature

06/22/2023

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

Don Clark, P.E., Director of Municipal Utilities

E-mail:

dclark@Ankenylowa.gov

Phone Number:

(515) 963-3529

Date Printed: 6/22/2023



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

INVOICE

Invoice Number: 93509
Date: June 19, 2023
Project Number: 2304600

City of Ankeny

Attn: Don Clark
1210 NW Prairie Ridge Drive
Ankeny, IA 50023

Ankeny 62nd St. RCB

For Professional Services Rendered Through: June 09, 2023

Professional engineering services for the design of a reinforced concrete box culvert to replace the existing structure on the future alignment of NE 62nd St. in Ankeny, Iowa per contract dated 4/17/2023.

Work completed during this reporting period:
Topographic survey, preliminary hydraulics

Work anticipated during the next reporting period:
Preliminary plan layout.

001 - Project Management

Professional Services

	Hours	Rate	Amount
Putz, Andrew J	6.0	\$160.00	\$960.00
	6.00		\$960.00

001 - Project Management Total: \$960.00

002 - Preliminary Design

Professional Services

	Hours	Rate	Amount
Fleming, Robert B	4.0	\$100.00	\$400.00
Greenway, Chad A	4.0	\$130.00	\$520.00
Karolus, Jaylene	4.0	\$70.00	\$280.00
Putz, Andrew J	6.0	\$160.00	\$960.00
Stone, Nate	4.0	\$70.00	\$280.00
	22.00		\$2,440.00

002 - Preliminary Design Total: \$2,440.00

Invoice Total**\$3,400.00**

Maximum Allowable	\$71,240.00
Previously Billed	\$0.00
Current Invoice Amount	\$3,400.00
Remaining Contract	\$67,840.00



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #5 in the amount of \$8,260.00 to MSA Professional Services, Inc., for engineering services on the Uptown Parking Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #5

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Uptown Parking Improvements
Contractor: MSA Professional Services, Inc.
Address: 1555 SE Delaware Avenue, Suite F Ankeny, IA 50021
Finance Budget Code: 975.3975.4210 **Finance Project #** 975.4210
Vendor Project or Invoice #: **PO #**
Original Contract Date: 07/18/2022 **Vendor #** 6447

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 5
PAYMENT PERIOD: From: May 21, 2023 Through: June 17, 2023

Contract Summary

Original Contract Amount:	\$	41,710.00	
Net change by Change Orders:	\$	47,200.00	
Contract Amount to Date: (line 1 ± 2)	\$	88,910.00	
Total completed and stored to date:	\$	86,670.00	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	86,670.00	
Less previous applications for payment:	\$	78,410.00	
SUBTOTAL	\$		8,260.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 8,260.00

Balance to finish, including retainage: \$ 2,240.00

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: Not Applicable
Firm Name

Signature Date

Engineer / Consultant Approval: MSA Professional Services, Inc.
Firm Name

Signature: *Nichole Sengren* Date: 06/22/2023

City of Ankeny Staff Approval:

Signature: *Leslie Hart* Date: 6/22/23

Submit to: Leslie Hart, Traffic Engineering Manager
E-mail: LHart@ankenyiowa.gov **Phone:** (515) 963-3548 **Fax:** (515) 963-3535

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	January 3, 2023	\$ 26,710.00
2	March 1, 2023	\$ 6,550.00
3	May 1, 2023	\$ 30,275.00
4	June 5, 2023	\$ 14,875.00
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 78,410.00

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 47,200.00
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TOTAL \$ 47,200.00

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: _____ -



1555 SE Delaware Ave
Suite F
Ankeny, IA 50021

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

www.msa-ps.com

June 21, 2023

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

Re: Uptown Parking Improvements
Project # 09085056

Dear Ms. Hart:

Please find attached the Engineering Invoice #5 for work completed between May 21, 2023 and June 17, 2023. Please refer to the attached Project Update for a summary of the work completed to date. MSA has uploaded the plans and contract documents to Quest for the project letting on June 27th.

Please contact me if you have any questions regarding the information in this submittal. We appreciate the opportunity to work with the City of Ankeny and look forward to a successful project.

Sincerely,

MSA Professional Services, Inc.

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

Nichole Sungren, P.E.
Project Manager

nes
Enc.

PROJECT UPDATE

TASK 6: PROJECT ADMINISTRATION

Task 6: 90% Complete

MSA has coordinated with the City on project timeline and deliverable, reviewed City comments, and performed internal meetings to discuss City comments.

TASK 7: ADDITIONAL PRELIMINARY DESIGN

Task 7: 100% Complete

This task is complete.

TASK 8: ADDITIONAL FINAL DESIGN

Task 8: 70% Complete

This task is complete.

TASK 9: BIDDING

Task 9: 100% Complete

MSA created and revised front ends from City templates, prepared uploaded the plans and contract documents to Quest, answered Contractor questions, and prepared plan revisions prior to bid.



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

INVOICE

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

For questions, contact: (800) 362-4505

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

June 22, 2023

Invoice No: R09085056.0 - 5

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

AMOUNT DUE THIS INVOICE: \$8,260.00

Project R09085056.0 Ankeny 2022 Uptown Parking Improvements
Professional Services from May 21, 2023 to June 17, 2023

Description	Contract Amount	Percent Complete	Amount Earned	Previous Invoices	This Invoice
Survey/Mapping	6,200.00	100.00	6,200.00	6,200.00	0.00
Conceptual Design	11,460.00	100.00	11,460.00	11,460.00	0.00
Preliminary Design	9,050.00	100.00	9,050.00	9,050.00	0.00
Final Design	7,100.00	100.00	7,100.00	7,100.00	0.00
Competitive Quotation	2,900.00	40.00	1,160.00	0.00	1,160.00
Project Admin	5,000.00	90.00	4,500.00	3,500.00	1,000.00
Add'l Preliminary Design	28,500.00	100.00	28,500.00	28,500.00	0.00
Add'l Final Design	18,000.00	100.00	18,000.00	12,600.00	5,400.00
Bidding	700.00	100.00	700.00	0.00	700.00
Total Fee	88,910.00		86,670.00	78,410.00	8,260.00
Total Fee					8,260.00
AMOUNT DUE THIS INVOICE:					<u><u>\$8,260.00</u></u>

For ACH notification, remit to:

ach@msa-ps.com

Account Number: 101065930 Routing Number: 075901590

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

MSA ENABLES PEOPLE TO POSITIVELY IMPACT THE LIVES OF OTHERS.

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #31 in the amount of \$818.71 to Shive Hattery for construction administration services associated with the Ankeny Senior Community Center project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

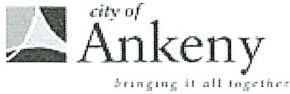
ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Pay Application

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: Ankeny Senior Community Center
Contractor: Shive Hattery
Address: PO Box 1599 - Cedar Rapids, Iowa 52106-1599
Finance Budget Code: 905.2905.4210 **Finance Project #** 905.421
Vendor Project or Invoice #: 4185992-33 **PO #**
Original Contract Date: October 28, 2019 **Vendor #** 8471

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: May 13, 2023 Through: June 9, 2023

Contract Summary

Original Contract Amount:	\$	601,000.00	
Net change by Change Orders:	\$	159,700.00	
Contract Amount to Date: (line 1 ± 2)	\$	760,700.00	
Total completed and stored to date:	\$	751,796.92	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	751,796.92	
Less previous applications for payment:	\$	750,978.21	
SUBTOTAL	\$		818.71
OTHER CHARGES (Attach an itemized list)	\$		-
CURRENT PAYMENT DUE	\$		818.71

Balance to finish, including retainage: \$ 8,903.08

Contract Time Remaining (If applicable) - Working Days

172,021

Construction Contractor Approval: Shive Hattery
Firm Name
Signature: Anne Cameron Date: June 16, 2023

Engineer / Consultant Approval:
Firm Name
Signature: Date:

City of Ankeny Staff Approval:
Signature: Mike Schrock Date: 06/22/2023

Submit to: Mike Schrock
E-mail: mschrock@ankenyiowa.gov **Phone:** (515) 965-6426 **Fax:** (515) 963-3537

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Pag

No.	Date	Amount
1	November 26, 2019	\$ 11,360.31
2	January 6, 2020	\$ 102,092.10
3	February 4, 2020	\$ 56,760.84
4	March 13, 2020	\$ 156,169.56
5	May 8, 2020	\$ 143,061.64
6	June 19, 2020	\$ 29,757.40
7	September 17, 2020	\$ 8,679.20
8	October 16, 2020	\$ 40,268.17
9	November 13, 2020	\$ 20,723.00
10	January 15, 2021	\$ 8,665.00
11	February 12, 2021	\$ 19,300.00
12	March 12, 2021	\$ 15,362.73
13	April 23, 2021	\$ 4,496.35
14	June 25, 2021	\$ 19,246.07
15	July 30, 2021	\$ 8,269.18
16	September 17, 2021	\$ 19,013.19
17	October 15, 2021	\$ 35,971.80
18	November 12, 2021	\$ 10,077.64
19	December 5, 2021	\$ 3,003.33
20	January 14, 2022	\$ 9,293.28
21	February 11, 2022	\$ 2,275.40
22	March 11, 2022	\$ 3,334.30
23	April 22, 2022	\$ 4,974.40
24	May 26, 2022	\$ 2,347.80
25	August 2, 2022	\$ 6,197.31
26	October 7, 2022	\$ 4,255.40
27	November 11, 2021	\$ 960.70
28	January 27, 2023	\$ 3,812.51
29	March 21, 2023	\$ 750.10
30	May 17, 2023	\$ 499.50
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Previous Applications for Payment

No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 750,978.21

Record of Change Orders

No.	Date	Amount
1	Geothermal Wells	\$ 24,000.00
2	Parking Lot & Storm	\$ 16,400.00
3	Amendment #3	\$ 28,900.00
4	Amendment #4	\$ 19,900.00
5	Amendment #5	\$ 20,000.00
6	Amendment #6	\$ 10,500.00
7	Amendment #7	\$ 5,000.00
8	Amendment #8	\$ 15,000.00
9	Amendment #9	\$ 10,000.00
10	Amendment #10	\$ 10,000.00
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CHANGE ORDER TOTAL = \$ 159,700.00

Contract Time Remaining

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

Shive-Hattery | PO Box 1599 | Cedar Rapids, IA 52406-1599 | 319.362.0313 | shive-hattery.com

June 16, 2023

Invoice No: 4185992 - 33

Mike Schrock
City of Ankeny, IA
220 West First St.
Ankeny, IA 50023

Ankeny - Senior Community Center Design Services

Services provided through June 09, 2023:

Phase	02	Base Contract				
			Total Fee	Percent Complete	Fee Earned	Previous Fee Billing
						Current Fee Billing
Schematic Design			113,400.00	100.00	113,400.00	113,400.00
Design Development			113,400.00	100.00	113,400.00	113,400.00
Construction Documents			198,450.00	100.00	198,450.00	198,450.00
Bid			28,350.00	100.00	28,350.00	28,350.00
Construction Administration			113,400.00	100.00	113,400.00	113,400.00
Amend. #1 Geothermal Wells			24,000.00	100.00	24,000.00	24,000.00
Amend. #2 Parking Lot & Storm			14,900.00	100.00	14,900.00	14,900.00
Reimbursables			16,500.00	100.00	16,500.00	16,500.00
M/E Commissioning			19,000.00	100.00	19,000.00	19,000.00
Amend. #3 BECx Commissioning			28,900.00	100.00	28,900.00	28,900.00
Amend. #4 FF&E Design			19,900.00	100.00	19,900.00	19,900.00
Amend. #5 Parking Lot Replacement			20,000.00	100.00	20,000.00	20,000.00
Amend. #6 Paving Observation			10,500.00	100.00	10,500.00	10,500.00
Amend. #7 Floor Plan Changes			5,000.00	100.00	5,000.00	5,000.00
Amend #8 Add CA Services (Hrly)			15,000.00	100.00	15,000.00	15,000.00
Amend #9 Add CA Services (Hrly)			10,000.00	100.00	10,000.00	10,000.00
Amend #10 Add CA Serv (Hrly)			10,000.00	10.9692	1,096.92	278.21
Total Fee			760,700.00		751,796.92	750,978.21
						818.71
			Total Fee			818.71
					Total this Phase	\$818.71
					AMOUNT DUE THIS INVOICE	\$818.71

RLH

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

Billing Backup

Friday, June 16, 2023

Shive-Hattery, Inc. Invoice Dated 6/16/2023 8:07:50 AM

Phase 73 C-Admin - Amend-10 Add Services

			Hours	Rate	Total
Grade 2 Professional Staff					
010046	Wilkerson, Kaitlin	5/22/2023	.10	124.00	12.40
010046	Wilkerson, Kaitlin	5/30/2023	.40	124.00	49.60
Grade 6 Professional Staff					
000566	Hinds, Ronald	5/22/2023	.30	185.00	55.50
000566	Hinds, Ronald	6/1/2023	.50	185.00	92.50
Grade 8 Professional Staff					
000347	Wehr, Todd	5/23/2023	.50	221.00	110.50
000347	Wehr, Todd	5/30/2023	.20	221.00	44.20
000347	Wehr, Todd	6/1/2023	.70	221.00	154.70
000347	Wehr, Todd	6/2/2023	.10	221.00	22.10
Grade 2 Technician					
000826	Conrad, Kristen	6/2/2023	.20	89.00	17.80
Grade 7 Technician					
000055	Cameron, Anne	5/17/2023	.50	157.00	78.50
	Totals		3.50		637.80
Total Labor					637.80
Total this Phase					\$637.80

Phase 99 Expenses

Task 990 Expenses

Reimbursable Expenses

Other Direct Expense					
EX	000000103355	5/31/2023	Mathews, Lindsey / Stormwater	180.91	
			General Permit App Fee		
Total Reimbursables				180.91	180.91
Total this Task					\$180.91
Total this Phase					\$180.91
Total this Project					\$818.71
Total this Report					\$818.71

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #11 in the amount of \$9,158.72 to Short Elliott Hendrickson Inc., for engineering services on the S Ankeny Blvd Transmission Main project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #11

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Transmission Main
Contractor: Short Elliott Hendrickson Inc.
Address: PO Box 64780, St. Paul, MN 55164-0780
Finance Budget Code: 633.3633.4210 **Finance Project #** 633.4210
Vendor Project or Invoice #: ANKMU 165980 **PO #**
Original Contract Date: February 7, 2022 **Vendor #** 011405

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 11
PAYMENT PERIOD: From: April 30, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	\$	216,800.00	
Net change by Change Orders:	\$	222,600.00	
Contract Amount to Date: (line 1 ± 2)	\$	439,400.00	
Total completed and stored to date:	\$	228,513.22	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	228,513.22	
Less previous applications for payment:	\$	219,354.50	
SUBTOTAL	\$	9,158.72	

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 9,158.72

Balance to finish, including retainage: \$ 210,886.78

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval:

Firm Name

Signature Date

Engineer / Consultant Approval: Short Elliott Hendrickson Inc.

Firm Name

Signature Date

City of Ankeny Staff Approval:

Signature Date

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

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	September 6, 2022	\$ 107,390.36
2	October 3, 2022	\$ 13,894.08
3	November 7, 2022	\$ 24,938.29
4	November 27, 2022	\$ 21,603.75
5	January 3, 2023	\$ 20,653.82
6	February 6, 2023	\$ 5,787.29
7	February 20, 2023	\$ 1,671.99
8	March 20, 2023	\$ 4,447.44
9	May 1, 2023	\$ 6,876.96
10	June 5, 2023	\$ 12,090.52
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Previous Applications for Payment

No.	Date	Amount
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TOTAL \$ 219,354.50

Record of Change Orders

No.	Date	Amount
1	March 20, 2023	\$ 222,600.00
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TOTAL \$ 222,600.00

Contract Time Remaining

Contract Period: Working Days
Original Contract Date: February 7, 2022
Original Contract Time: _____
Added by Change Order: _____
Contract Time to Date: -
Time Used to Date: _____
Contract Time Remaining: -



Invoice

Invoice Number: 447447

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

**BILL TO:**

Don Clark
City of Ankeny Municipal Utilities
1210 NW Prairie Ridge Drive
Ankeny IA 50023

REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.
PO Box 64780
Saint Paul, MN 55164-0780

Pay This Amount \$9,158.72

Due Date	13-JUL-23
Invoice Date	13-JUN-23
Bill Through Date	31-MAY-23
Terms	30 NET
SEH Customer Acct #	86294
Customer Project #	
Agreement / PO #	165980
Project Manager	Katie Kinsey kkinsey@sehinc.com
Client Service Manager	Katie Kinsey kkinsey@sehinc.com
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
165980	ANKMU S Ankeny Blvd Trans	South Ankeny Boulevard Transmission Main

Notes:**CC:**

dclark@ankenyiowa.gov

Task: 1.0 - Project Administration**Direct**

Personnel	Hours	Amount
Senior Project Engineer	4.00	\$899.22
Senior Admin Assistant	0.25	\$33.01
	<u>4.25</u>	<u>\$932.23</u>

Task: 1.0 Total: \$932.23



Invoice

Invoice Number: 447447

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Task: 5.0 - Construction Administration

Direct

Personnel	Hours	Amount
Senior Project Engineer	5.00	\$1,027.68
	<u>5.00</u>	\$1,027.68

Task: 5.0 Total: \$1,027.68

Task: 6.0 - Construction Observation

Direct

Personnel	Hours	Amount
Project Representative	21.00	\$2,284.80
Senior Project Engineer	2.50	\$513.85
Staff Engineer	27.00	\$3,028.01
Intern	2.00	\$128.00
	<u>52.50</u>	\$5,954.66

Reimbursed - Expenses

Expenditure Type	Amount
Travel / Lodging	\$32.00
Mileage	\$234.65
	\$266.65

Task: 6.0 Total: \$6,221.31

Task: 7.0 - Construction Survey

Direct

Personnel	Hours	Amount
Licensed Land Surveyor	1.50	\$238.53
Survey Crew Chief	4.50	\$523.87
	<u>6.00</u>	\$762.40

Reimbursed - Expenses

Expenditure Type	Amount
Equip - Vehicles - Survey Vehicle (Hr)	\$24.50
Equip - Survey and GPS - GPS - Srv Grade (Hr)	\$175.00
Mileage	\$15.60
	\$215.10

Task: 7.0 Total: \$977.50

Invoice total \$9,158.72



Invoice

Invoice Number: 447447

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

Project Billing Summary

	<u>Current Amount Due</u>	<u>Previously Invoiced</u>	<u>Cumulative</u>
Totals	\$9,158.72	\$219,354.50	\$228,513.22



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #1 in the amount of \$5,378.00 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 3 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #1

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements Ph 3
Contractor: Snyder & Associates, Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 33 1/3 to each Finance Project #: 33 1/3 to each
610.3610.4210/650.3650.4210/963.3963.4210 610.4210/650.4210/963.4210
Vendor Project #: 119.0975.01C Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: July 3, 2023 Payment Application #: 1

Payment Period: From: May 15, 2023 Through: June 18, 2023

Contract Summary:

Original Contract Amount:	\$	<u>72,350.00</u>	
Net Change by Change Orders:	\$	<u>-</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>72,350.00</u>	
Total Completed and Stored to Date:	\$	<u>5,378.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned Less Retainage:	\$	<u>5,378.00</u>	
Less Previous Applications for Payment:	\$	<u>-</u>	
SUBTOTAL:	\$		<u>5,378.00</u>

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 5,378.00

Balance to Finish, Including Retainage: \$ 66,972.00

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail:

Phone Number:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1		
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Previous Applications for Payment:

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

Record of Change Orders:

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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



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INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01C - 1

Email

Project 119.0975.01C NW Northlawn Area Utility Improvements Ph 3

Professional Services through June 18, 2023

	Hours	Rate	Amount
Principal Engineer I	1.00	230.00	230.00
Engineer VIII	6.00	192.00	1,152.00
Technician VI	37.00	108.00	3,996.00
Total Services	44.00		5,378.00
Total Services			5,378.00
Billing Limits	Current	Prior	To-Date
Total Billings	5,378.00	0.00	5,378.00
Limit			72,350.00
Remaining			66,972.00

Amount Due this Invoice \$5,378.00

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer

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



SNYDER
& ASSOCIATES

IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

June 22, 2023

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS - PHASE 3
PROGRESS REPORT NO. 1
S&A PROJECT NO. 119.0975.01C

Dear Mr. Grgurich:

This is the first progress report for the above referenced project and covers work through June 18, 2023. Our work through this period includes beginning phase 3 final design. We are working to submit a preliminary plan set by June 30, 2023. Following the submittal, we plan to conduct our first PMT meeting to go over the project and schedule in more detail.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/jms

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #2 in the amount of \$25,064.30 to Snyder & Associates, for engineering services on the S Ankeny Blvd Improvements SE Peterson Dr to 1st St project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #2

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: S Ankeny Blvd Improvements SE Peterson Dr to 1st St
Contractor: Snyder & Associates Inc
Address: 2727 SW Snyder Blvd, PO Box 1159 Ankeny Ia 50023
Finance Budget Code: 886.3886.4210 Finance Project #: 886.4210
Vendor Project #: 123.0680.01 Purchase Order #:
Original Contract Date: May 15, 2023 Vendor Account #: 990

Date of Council Meeting: July 3, 2023 Payment Application #: 2
Payment Period: From: May 22, 2023 Through: June 18, 2023

Contract Summary:

Original Contract Amount:	\$	497,700.00	
Net Change by Change Orders:	\$	-	
Contract Amount to Date: (line 1 ± 2)	\$	497,700.00	
Total Completed and Stored to Date:	\$	49,809.13	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned Less Retainage:	\$	49,809.13	
Less Previous Applications for Payment:	\$	24,744.83	
SUBTOTAL:	\$		25,064.30

OTHER CHARGES: \$ -

CURRENT PAYMENT DUE: \$ 25,064.30

Balance to Finish, Including Retainage: \$ 447,890.87

Contract Time Remaining: - Working Days

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

Construction Contractor Approval:

Firm Name

Signature

Date

Engineer / Consultant Approval:

Snyder & Associates, Inc

Firm Name

Signature

Date

City of Ankeny Staff Approval:

Signature

Date

Submit to:

E-mail:

Phone Number:

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	May 25, 2023	\$ 24,744.83
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Previous Applications for Payment:

No.	Date	Amount
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PREVIOUS PAY APPS TOTAL = \$ 24,744.83

Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period: Working Days
Construction Start Date:

Substantial Completion:

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

Full Completion:

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



June 21, 2023

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

RE: SOUTH ANKENY BOULEVARD IMPROVEMENTS – SE PETERSON DRIVE TO
1ST STREET
PROGRESS REPORT NO. 02
S&A PROJECT NO. 123.0680.01

Dear Mr. Lust:

This is the second progress report for the above referenced project and covers services through June 18, 2023. Work through this period includes topographic survey, survey field review, traffic study, pre-design layouts, typical sections, concept statement preparation, design criteria memo, and project management tasks. Work anticipated in the next month includes finalizing the topographic survey, design criteria memo, preliminary design, and project management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will be in attendance at the July 3, 2023 council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



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INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 123.0680.01 - 2

Finance Budget Code 886.3886.4210

Finance Project 886.4210

Vendor 990

Email

Project 123.0680.01 South Ankeny Blvd Improvements SE Peterson Dr to 1st ST

Professional Services through June 18, 2023

Prelim Services

Hourly Services

	Hours	Rate	Amount	
Principal Engineer II	3.75	245.00	918.75	
Sr. Engineer	13.25	210.00	2,782.50	
Land Surveyor VIII	8.00	192.00	1,536.00	
Engineer IV	.50	149.00	74.50	
Engineer I	60.75	109.00	6,621.75	
Technician VII	34.50	120.00	4,140.00	
Technician VI	4.00	108.00	432.00	
Technician I	4.00	64.00	256.00	
Administrative II	.25	75.00	18.75	
Total Services	129.00		16,780.25	16,780.25

Envirosite Corporation

6/5/2023	Envirosite Corporation	Services	275.00	
	Total Consultants		275.00	275.00

Fleet Mileage

6.55

Phase Subtotal \$17,061.80

Basic Services

Hourly Services

	Hours	Rate	Amount
Principal Engineer I	3.25	230.00	747.50
Principal Environmental Scientist I	.50	230.00	115.00
Sr. Engineer	9.00	210.00	1,890.00
Engineer III	10.00	137.00	1,370.00

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

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

Project	123.0680.01	Ank-SAnkBlvdImprovSEPetersonDrto1stST		Invoice	2
Technician VII		28.50	120.00	3,420.00	
Total Services		51.25		7,542.50	
					7,542.50
				Phase Subtotal	\$7,542.50
Additional Services					
Hourly Services					
		Hours	Rate	Amount	
Principal Environmental Scientist I		2.00	230.00	460.00	
Total Services		2.00		460.00	
					460.00
				Phase Subtotal	\$460.00
Billing Limits		Current	Prior	To-Date	
Total Billings		25,064.30	24,744.83	49,809.13	
Limit				497,700.00	
Remaining				447,890.87	
Amount Due this Invoice					\$25,064.30

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve Payment #12 in the amount of \$3,333.03 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 #12

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 7/3/2023 PAYMENT REQUEST # 12
PAYMENT PERIOD: From: 05/22/23 through 06/18/23

Contract Summary

Original Contract Amount:	\$	<u>46,000.00</u>	
Net change by Change Orders: Amd #1	\$	<u>11,500.00</u>	
Contract Amount to Date: (line 1 ± 2)	\$	<u>57,500.00</u>	
Total completed and stored to date:	\$	<u>57,500.00</u>	
Retainage: <u>0</u> % of Completed Work:	\$	<u>-</u>	
Total Earned less Retainage:	\$	<u>57,500.00</u>	
Less previous applications for payment:	\$	<u>54,166.97</u>	
SUBTOTAL	\$		<u>3,333.03</u>

CURRENT PAYMENT DUE

\$ 3,333.03

Balance to finish, including retainage: \$ -

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: _____



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

June 21, 2023

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

RE: CHERRY GLEN PARK BALLFIELD DEVELOPMENT
PROGRESS REPORT NO. 12
S&A PROJECT NO. 122.0224.01

Dear Mr. Lenox:

Enclosed is the twelfth invoice for the above referenced project, for work performed through June 18, 2023. Services performed during this period included construction administration, construction meetings, and review of punchlist items.

Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

MAL/crs

Enclosure



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Nick Lenox
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 122.0224.01 - 12

Finance Code 933.2933.4210

Finance Project # 933.4210

Vendor 990

Email

Project 122.0224.01 Cherry Glen Park Ballfield Development

Professional Services through June 18, 2023

Basic Services

Phase Subtotal 0.00

Additional Services

Phase Subtotal 0.00

Construction Services

Hourly Services

	Hours	Rate	Amount
Engineer V	2.00	152.00	304.00
Landscape Architect V	20.00	152.00	3,040.00
Total Services	22.00		3,344.00

3,344.00

Phase Subtotal \$3,344.00

Billing Limits

	Current	Prior	To-Date
Total Billings	3,344.00	54,166.97	57,510.97
Limit			57,500.00
Adjustment			-10.97

Amount Due this Invoice \$3,333.03

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/24/2022	\$ 3,695.29
2	4/20/2022	\$ 4,468.75
3	5/25/2022	\$ 6,974.75
4	6/22/2022	\$ 9,495.75
5	7/19/2022	\$ 1,962.25
6	8/25/2022	\$ 11,985.41
7	9/22/2022	\$ 4,944.50
8	10/26/2022	\$ 2,952.13
9	11/22/2022	\$ 3,028.50
10	4/19/2023	\$ 2,091.59
11	5/24/2023	\$ 2,568.05
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TOTAL \$ 54,166.97

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Record of Change Orders

#	Date	Amount
1	8/1/2022	\$ 11,500.00
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TOTAL		\$ 11,500.00

Contract Time Remaining:

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #15 in the amount of \$2,408.38 to Snyder & Associates, Inc., for engineering services on the NW Northlawn Area Utility Improvements - Phase 2 project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #15

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: NW Northlawn Area Utility Improvements- Phase 2
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 33 1/3% to each acct **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 #: 119.0975.01B **PO #**
Original Contract Date: June 7, 2021 **Vendor #** 990

Date of Council Meeting 7/3/2023 **PAYMENT REQUEST #** 15
PAYMENT PERIOD: From: 05/22/23 through: 06/18/23

Contract Summary

Original Contract Amount:	\$	54,900.00	
Net change by Change Orders: Amd #1	\$	43,500.00	
Contract Amount to Date: (line 1 ± 2)	\$	98,400.00	
Total completed and stored to date:	\$	66,924.11	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	66,924.11	
Less previous applications for payment:	\$	64,515.73	
SUBTOTAL	\$		2,408.38

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

CURRENT PAYMENT DUE \$ 2,408.38

Balance to finish, including retainage: \$ 31,475.89

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	7/22/2021	\$ 6,008.00
2	8/25/2021	\$ 9,378.00
3	9/21/2021	\$ 9,568.84
4	10/20/2021	\$ 4,811.86
5	5/25/2022	\$ 1,344.25
6	6/22/2022	\$ 3,102.25
7	10/25/2022	\$ 7,579.00
8	11/22/2022	\$ 7,683.89
9	12/21/2022	\$ 2,289.50
10	1/25/2023	\$ 2,710.50
11	2/22/2023	\$ 2,391.55
12	3/22/2023	\$ 2,455.00
13	4/18/2023	\$ 2,793.61
14	5/25/2023	\$ 2,399.48
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TOTAL \$ 64,515.73

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Record of Change Orders

#	Date	Amount
1	2/20/2023	\$ 43,500.00
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TOTAL		\$ 43,500.00

Contract Time Remaining:

CONTRACT PERIOD:	CLICK TO CHOOSE
Original Contract Date:	June 7, 2021
Original Contract Time:	
Added by Change Order:	
Contract Time to Date:	0
Time Used to Date:	
Contract Time Remaining:	0



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INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Matt Grgurich
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0975.01B - 15

Finance Budget Code
610.3610.4210/650.3650.4210/963.3963.4210

Finance Project Code 610.4210/650.4210/963.4210

Vendor 990

Email

Project 119.0975.01B NW Northlawn Area Utility Improvements Phase 2

Professional Services through June 18, 2023

Basic Services

Phase Subtotal 0.00

Construction Services

	Hours	Rate	Amount
Principal Engineer I	.25	230.00	57.50
Engineer VIII	1.50	192.00	288.00
Project Manager VI	2.00	173.00	346.00
Technician VI	10.00	108.00	1,080.00
Technician II	8.50	73.00	620.50
Total Services	22.25		2,392.00
Total Services			2,392.00

Fleet Mileage

16.38

Phase Subtotal \$2,408.38

Billing Limits

	Current	Prior	To-Date
Total Billings	2,408.38	64,515.73	66,924.11
Limit			98,400.00
Remaining			31,475.89

Amount Due this Invoice \$2,408.38

	Total	Prior	Current
Billings to Date	66,924.11	64,515.73	2,408.38

REMIT TO: SNYDER & ASSOCIATES, INC.

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

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015
SNYDER-ASSOCIATES.COM

Project	119.0975.01B	Ank-NWNorthlawnAreaUtilityImprovPhase2	Invoice	15
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Jordan Stoermer



June 22, 2023

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

RE: NW NORTHLAWN AREA UTILITY IMPROVEMENTS – PHASE 2
PROGRESS REPORT NO. 15
S&A PROJECT NO. 119.0975.01B

Dear Mr. Grgurich:

This is the fifteenth progress report for the above referenced project and covers work through June 18, 2023. Our work through this period includes on call services for construction administration and construction staking.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #23 in the amount of \$32,070.31 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 #23

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	8/25/2021	\$ 30,784.32
2	9/21/2021	\$ 3,859.36
3	10/20/2021	\$ 13,195.08
4	11/23/2021	\$59,301.65
5	12/21/2021	\$ 30,772.95
6	1/25/2022	\$ 34,225.25
7	2/24/2022	\$ 15,226.25
8	3/23/2022	\$ 39,734.44
9	4/20/2022	\$ 49,219.11
10	5/25/2022	\$ 104,345.95
11	6/22/2022	\$ 89,753.67
12	7/20/2022	\$ 80,936.65
13	8/24/2022	\$ 96,981.13
14	9/21/2022	\$ 48,325.63
15	10/26/2022	\$ 24,744.69
16	11/22/2022	\$ 5,433.50
17	12/21/2022	\$ 10,748.63
18	1/25/2023	\$ 6,328.25
19	2/22/2023	\$ 14,823.38
20	3/22/2023	\$ 16,026.72
21	4/18/2023	\$ 21,058.49
22	5/24/2023	\$ 30,346.26
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TOTAL \$ 826,171.36

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Record of Change Orders

#	Date	Amount
1	4/18/2022	\$ 605,490.00
2	1/17/2023	\$ 621,800.00
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TOTAL		\$ <u>1,227,290.00</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



June 21, 2023

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

RE: NE DELAWARE AVENUE RECONSTRUCTION - NE 5TH TO NE 18TH STREET
PROGRESS REPORT NO. 23
S&A PROJECT NO. 121.0695.01

Dear Mr. Lust:

This is the twenty-third progress report for the above referenced project and covers work through June 18, 2023. Our work through this period includes coordinating with City staff, coordinating with franchise utilities within the corridor, construction staking, and construction observation.

The Contractor has installed the storm sewer on the first phase and is working on subgrade preparation and modified subbase placement. The Contractor has successfully proof-rolled approximately 2/3's of the Phase 1 project corridor and is currently through 9th Street. The modified subbase placement is following the proof-rolling operations. We are anticipating holding the pre-pour meeting next week to discuss the Contractor's paving schedule.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 121.0695.01 - 23

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 June 18, 2023

Basic Services

	Hours	Rate	Amount	
Engineer V	11.00	146.00	1,606.00	
Total Services	11.00		1,606.00	
Total Services				1,606.00
Billing Limits	Current	Prior	To-Date	
Total Billings	1,606.00	633,020.38	634,626.38	
Limit			643,290.00	
Remaining			8,663.62	
Phase Subtotal				\$1,606.00

Additional Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	122,128.96	122,128.96	
Limit			122,200.00	
Remaining			71.04	
Phase Subtotal				0.00

Construction Services

	Hours	Rate	Amount	
Principal Engineer II	.25	245.00	61.25	
Principal Engineer I	3.00	230.00	690.00	
Engineer VIII	12.00	192.00	2,304.00	
Project Manager VI	4.00	173.00	692.00	
Engineer I	14.25	109.00	1,553.25	
Technician VII	48.50	120.00	5,820.00	
Technician II	248.25	73.00	18,122.25	
Technician I	14.00	64.00	896.00	
Total Services	344.25		30,138.75	
Total Services				30,138.75

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	23
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Employee Mileage	174.91	
Total Expenses		174.91

Fleet Mileage		150.65
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Billing Limits	Current	Prior	To-Date
Total Billings	30,464.31	71,022.02	101,486.33
Limit			711,800.00
Remaining			610,313.67
		Phase Subtotal	\$30,464.31

Amount Due this Invoice	<u>\$32,070.31</u>
--------------------------------	---------------------------

	Total	Prior	Current
Billings to Date	858,241.67	826,171.36	32,070.31

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

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #28 in the amount of \$18,611.96 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 #28

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 7/3/2023 **PAYMENT REQUEST #** 28
PAYMENT PERIOD: From: 05/22/23 through: 06/18/23

Contract Summary

Original Contract Amount:	\$	103,800.00	
Net change by Change Orders: Amd #1/2	\$	598,900.00	
Contract Amount to Date: (line 1 ± 2)	\$	702,700.00	
Total completed and stored to date:	\$	464,472.83	
Retainage: <u>0</u> % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	464,472.83	
Less previous applications for payment:	\$	445,860.87	
SUBTOTAL	\$	18,611.96	

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

Current Payment Due - Division 1 (629.4210) \$ 18,611.96

Current Payment Due - Division 2 (688.4210) \$ 18,611.96

CURRENT PAYMENT DUE \$ 18,611.96

Balance to finish, including retainage: \$ 238,227.17

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
17	7/20/2022	\$ 18,544.85
18	8/25/2022	\$ 22,644.25
19	9/21/2022	\$ 15,138.00
20	10/26/2022	\$ 9,243.47
21	11/23/2022	\$ 12,849.25
22	12/21/2022	\$ 11,784.50
23	1/26/2023	\$ 13,247.02
24	2/23/2023	\$ 5,183.49
25	3/23/2023	\$ 22,707.12
26	4/18/2023	\$ 19,862.85
27	5/25/2023	\$ 26,947.70
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TOTAL \$ 445,860.87

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Record of Change Orders

#	Date	Amount
1	9/7/2021	\$ 158,200.00
2	12/6/2021	\$ 185,400.00
3	11/21/2022	\$ 255,300.00
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TOTAL		\$ <u>598,900.00</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

June 22, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1113.01 - 28

Finance Budget Code 629.3629.4210/688.3688.4210
Project Code 629.4210/688.4210

Vendor #990

Email

Project 120.1113.01 Ankeny HTT Water Main & Drainage Improvements

Professional Services through June 18, 2023

Prelim Services

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	95,183.76	95,183.76	0.00	

Design Services Amendment 1

Hourly Services

		Hours	Rate	Amount	
Environmental Scientist II		2.00	112.00	224.00	
Total Services		2.00		224.00	224.00
			Phase Subtotal		\$224.00
	Total	Prior	Current		
Billings to Date	82,786.50	82,562.50	224.00		

Design Services Amendment 2 (Division 1)

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	138,769.18	138,769.18	0.00	

Design Services Amendment 2 (Division 2)

			Phase Subtotal	0.00
	Total	Prior	Current	
Billings to Date	20,792.00	20,792.00	0.00	

Construction Services Div 1

Hourly Services

	Hours	Rate	Amount
Principal Engineer II	.75	229.00	171.75
Sr. Engineer	17.25	198.00	3,415.50
Engineer VIII	2.50	181.00	452.50
Engineer II	7.50	116.00	870.00

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	28
Technician VII		1.75	113.00	197.75	
Technician V		139.50	92.00	12,834.00	
Technician II		.75	69.00	51.75	
Technician I		1.00	60.00	60.00	
Total Services		171.00		18,053.25	
					18,053.25
Fleet Mileage					334.71
				Phase Subtotal	\$18,387.96
Billings to Date	Total	Prior	Current		
	88,074.29	69,686.33	18,387.96		
Construction Services Div 2					
				Phase Subtotal	0.00
Billings to Date	Total	Prior	Current		
	38,867.10	38,867.10	0.00		
Billing Limits		Current	Prior	To-Date	
Total Billings		18,611.96	445,860.87	464,472.83	
Limit				702,700.00	
Remaining				238,227.17	
				Amount Due this Invoice	<u><u>\$18,611.96</u></u>
Billings to Date	Total	Prior	Current		
	464,472.83	445,860.87	18,611.96		

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Wesley Farrand



June 22, 2023

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

RE: HIGH TRESTLE TRAIL TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
PROGRESS REPORT NO. 28
S&A PROJECT NO. 120.1113.01

Mr. Clark:

This is the twenty-eighth progress report for the above referenced project and covers work through June 18, 2023. Work performed during this period primarily includes tasks associated with the project construction, including construction coordination, site meetings, pay applications, construction observation and reporting, and construction review of Division I work completion. This invoice of \$18,611.96 represents a completion of about 66% of the \$702,700 Design and Construction Services Agreement and Amendments to the contract.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Mark A. Land', is written over the company name.

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

MAL/wcf

Enclosure



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #29 in the amount of \$1,230.50 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 #29

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: High Trestle Trail Ext Magazine Rd To Oralabor Rd
Contractor: Snyder & Associates, Inc.
Address: 2727 SW Snyder Blvd., PO Box 1159, Ankeny, IA 50023
Finance Budget Code: 938.2938.4210 **Finance Project Code:** 938.4210
Vendor Project or Invoice #: 120.0274.01 **PO #**
Original Contract Date: **Vendor #** 990

Date of Council Meeting 7/3/2023 **PAYMENT REQUEST #** 29
PAYMENT PERIOD: From: 01/23/23 through: 06/18/23

Contract Summary

Original Contract Amount:	\$	154,900.00
Net change by Change Orders: Amd #1/Amd #2	\$	378,520.00
Contract Amount to Date: (line 1 ± 2)	\$	533,420.00

Total completed and stored to date:	\$	533,419.47
Retainage: <u>0</u> % of Completed Work:	\$	-
Total Earned less Retainage:	\$	533,419.47
Less previous applications for payment:	\$	532,188.97
SUBTOTAL	\$	1,230.50

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

CURRENT PAYMENT DUE \$ 1,230.50

Balance to finish, including retainage: \$ 0.53

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	3/26/2020	\$ 9,986.63
2	4/23/2020	\$ 9,165.66
3	5/21/2020	\$ 12,496.11
4	6/25/2020	\$ 9,343.00
5	7/21/2020	\$ 35,972.88
6	8/26/2020	\$ 29,571.50
7	9/24/2020	\$ 23,112.50
8	11/20/2020	\$ 34,894.95
9	12/22/2020	\$ 21,011.25
10	1/21/2021	\$ 32,818.25
11	2/17/2021	\$ 69,642.05
12	7/23/2021	\$ 8,505.22
13	8/25/2021	\$ 12,499.45
14	9/21/2021	\$ 15,589.13
15	10/20/2021	\$ 18,875.84
16	11/23/2021	\$ 18,234.59
17	12/22/2021	\$ 26,047.76
18	1/25/2022	\$ 22,485.13
19	2/24/2022	\$ 13,664.68
20	3/24/2022	\$ 10,160.87
21	4/20/2022	\$ 13,365.11
22	5/24/2022	\$ 19,841.08
23	6/22/2022	\$ 20,377.48
24	7/21/2022	\$ 18,475.70
25	8/24/2022	\$ 12,963.77
26	9/22/2022	\$ 6,297.63
27	10/26/2022	\$ 1,622.75
28	1/25/2023	\$ 5,168.00
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TOTAL \$ 532,188.97

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Record of Change Orders

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

Contract Time Remaining:

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



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INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Jim Haberichter P.E.
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0274.01 - 29

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 June 18, 2023

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

Prelim Services

Phase Subtotal 0.00

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

Basic Services

Phase Subtotal 0.00

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

Construction Services

	Hours	Rate	Amount
Sr. Engineer	5.25	190.00	997.50
Engineer III	1.00	124.00	124.00
Technician VII	1.00	109.00	109.00
Total Services	7.25		1,230.50
Total Services			1,230.50

Phase Subtotal \$1,230.50

	Total	Prior	Current
Billings to Date	234,939.47	233,708.97	1,230.50

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	1,230.50	532,188.97	533,419.47
Limit			533,420.00
Remaining			.53

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	29
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Amount Due this Invoice \$1,230.50

	Total	Prior	Current
Billings to Date	533,419.47	532,188.97	1,230.50

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Andrew Burke



June 21, 2023

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

RE: HIGH TRESTLE TRAIL EXTENSION - SE MAGAZINE ROAD to SE ORALABOR
ROAD
PROGRESS REPORT NO. 29
S&A PROJECT NO. 120.0274.01

Dear Mr. Haberichter:

This is the twenty-ninth progress report for the above-referenced project and covers work through June 18, 2023. Work through this period includes project closeout documentation, material audit documentation, bridge lighting coordination, DocExpress documentation, Iowa DOT pre-audit coordination, and project management. Work anticipated in the next month includes Iowa DOT project audit and project administration and management tasks.

We look forward to continuing working for the City and you on this important project. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #29 in the amount of \$12,975.65 to Snyder & Associates, Inc., for engineering services on the N Ankeny Blvd Landscape Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #29

city of
Ankeny
Bringing it all together

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	3/25/2020	1178.50
2	4/22/2020	\$ 9,430.16
3	5/21/2020	\$ 11,583.63
4	6/24/2020	\$ 8,959.75
5	7/23/2020	\$ 8,516.65
6	8/27/2020	\$ 11,199.75
7	9/24/2020	\$ 25,453.50
8	10/20/2020	\$ 3,516.20
9	11/19/2020	\$ 3,959.50
10	1/21/2021	\$ 1,686.50
11	10/20/2021	\$ 6,718.00
12	11/23/2021	\$ 1,600.25
13	12/21/2021	\$ 4,001.00
14	1/25/2022	\$ 8,141.50
15	2/24/2022	\$ 4,194.00
16	3/23/2022	\$ 1,564.00
17	4/20/2022	\$ 2,295.50
18	5/26/2022	\$ 2,233.50
19	8/24/2022	\$ 3,265.38
20	9/21/2022	\$ 4,863.63
21	10/25/2022	\$ 9,953.50
22	11/22/2022	\$ 3,215.25
23	12/21/2022	\$ 6,754.50
24	1/25/2023	\$ 2,129.00
25	2/22/2023	\$ 1,902.50
26	3/22/2023	\$ 3,409.75
27	4/18/2023	\$ 8,694.69
28	5/24/2023	\$ 8,689.21
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TOTAL \$ 169,109.30

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Record of Change Orders

#	Date	Amount
1	3/21/2022	\$ 19,900.00
2	4/3/2023	\$ 36,900.00
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TOTAL		\$ <u>56,800.00</u>

Contract Time Remaining:

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



IOWA | MISSOURI | NEBRASKA | SOUTH DAKOTA | WISCONSIN

INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Leslie Hart
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.0315.01 - 29

Finance Budget Code 913.3913.4210
Finance Project Code 913.4210 Vendor 990

Email

Project 120.0315.01 N. Ankeny Blvd. Landscape Improvements

Professional Services through June 18, 2023

Basic Services

	Hours	Rate	Amount
Principal Landscape Architect	4.00	208.00	832.00
Principal Engineer	1.50	197.00	295.50
Landscape Architect II	3.50	106.00	371.00
Total Services	9.00		1,498.50
Total Services			1,498.50

Plan Distribution			858.00
Total Expenses			858.00

Billing Limits	Current	Prior	To-Date
Total Billings	2,356.50	147,008.67	149,365.17
Limit			152,100.00
Remaining			2,734.83
Phase Subtotal			\$2,356.50

	Total	Prior	Current
Billings to Date	149,365.17	147,008.67	2,356.50

Construction Services

	Hours	Rate	Amount
Principal Engineer	.50	209.00	104.50
Engineer VIII	4.00	174.00	696.00
Project Manager VI	2.00	157.00	314.00
Engineer IV	.25	136.00	34.00
Technician VII	28.75	109.00	3,133.75
Technician VI	7.00	98.00	686.00
Technician II	84.00	66.00	5,544.00
Total Services	126.50		10,512.25
Total Services			10,512.25

Employee Mileage			26.99
Total Expenses			26.99

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

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

Project	120.0315.01	Ank-NAnkBlvdLndscplmpr	Invoice	29
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Fleet Mileage

79.91

Billing Limits	Current	Prior	To-Date	
Total Billings	10,619.15	22,100.63	32,719.78	
Limit			78,100.00	
Remaining			45,380.22	
		Phase Subtotal		\$10,619.15
Billings to Date	Total	Prior	Current	
	32,719.78	22,100.63	10,619.15	

Amount Due this Invoice **\$12,975.65**

Billings to Date	Total	Prior	Current
	182,084.95	169,109.30	12,975.65

Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: John Haldeman



June 21, 2023

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

RE: N. ANKENY BOULEVARD LANDSCAPE IMPROVEMENTS
PROGRESS REPORT NO. 29
S&A PROJECT NO. 120.0315.01

Dear Ms. Hart:

This is the twenty-ninth progress report for the above referenced project and covers work through June 18, 2023. Work through this period includes construction administration and observation for the fiber project, construction services for the U-STEP intersection improvements project, and preparing check plans for the landscaping improvements project at the same 18th Street and N Ankeny Boulevard intersection.

The Contractor has completed most of the punch list items on the fiber project including filling the core drilled holes. There are several seeded areas where the grass has not established. At the City's direction, the Contractor is prepared to submit a letter of understanding to agree to return to reseed these areas this Fall.

The Preconstruction Conference was held on May 16, 2023, for the N Ankeny Boulevard and 18th Street Intersection Improvements U-STEP Project. The Contractor has completed the pavement removals for the "west half" of the project, subgrade preparation, modified subbase installation, and is presently placing CD baskets. There is a pre-pour meeting today on site to review the Contractor's paving schedule.

We have submitted check plans to the City for review and comment for the N Ankeny Boulevard and 18th Street Intersection Landscaping Improvements Project. We will address any City comments and complete the final plans for soliciting competitive quotations for this project.

Ms. Leslie Hart, P.E., PTOE
City of Ankeny
June 21, 2023
Page 2 of 2

We look forward to continuing working for the City and you on these important projects. Should you have any questions on this update, please feel free to contact me. We will attend the July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.



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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider motion to approve Payment #31 in the amount of \$15,401.80 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 #31

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 7/3/2023 **PAYMENT REQUEST #** 31
PAYMENT PERIOD: From: 05/22/23 through: 06/18/23

Contract Summary

Original Contract Amount:	\$	50,300.00	
Net change by Change Orders: Amd #1/2	\$	566,650.00	
Contract Amount to Date: (line 1 ± 2)	\$	616,950.00	
Total completed and stored to date:	\$	616,241.98	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$	616,241.98	
Less previous applications for payment:	\$	600,840.18	
SUBTOTAL	\$	15,401.80	

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

CURRENT PAYMENT DUE \$ 15,401.80

Balance to finish, including retainage: \$ 708.02

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	11/20/2020	\$ 11,507.38
2	12/21/2020	\$ 4,701.25
3	1/20/2021	\$ 17,124.23
4	2/17/2021	\$16,171.20
5	4/21/2021	\$ 31,766.00
6	5/26/2021	\$ 41,264.80
7	6/23/2021	\$ 20,555.50
8	7/22/2021	\$ 12,449.65
9	8/25/2021	\$ 28,090.85
10	9/21/2021	\$ 36,166.25
11	10/20/2021	\$ 40,335.75
12	11/23/2021	\$ 44,528.63
13	12/21/2021	\$ 35,693.78
14	1/25/2022	\$ 9,273.07
15	2/24/2022	\$ 14,364.98
16	3/23/2022	\$ 8,459.69
17	4/20/2022	\$ 4,239.45
18	5/25/2022	\$ 19,235.94
19	6/22/2022	\$ 18,312.45
20	7/20/2022	\$ 14,414.63
21	8/24/2022	\$ 30,580.51
22	9/21/2022	\$ 21,724.65
23	10/25/2022	\$ 26,221.65
24	11/22/2022	\$ 20,405.13
25	12/20/2022	\$ 17,715.89
26	1/25/2023	\$ 5,660.60
27	2/22/2023	\$ 3,886.38
28	3/22/2023	\$ 6,494.93
29	4/18/2023	\$ 18,725.83
30	5/25/2023	\$ 20,769.13
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TOTAL \$ 600,840.18

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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



June 22, 2023

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. 31
S&A PROJECT NO. 120.1005.01

Dear Mr. Lust:

This is the thirty-first progress report for the above referenced project and covers work through June 18, 2023. Our work through this period includes construction services that consist of construction administration, construction observation, construction staking, and record drawings. The Contractor is nearly complete with three right turn lanes and has since started on the eastbound and westbound left turn lanes throughout the project. We anticipate all major project items to be completed by the end July with punch list items remaining 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 July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



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INVOICE FOR PROFESSIONAL SERVICES

June 21, 2023

Adam Lust
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 120.1005.01 - 31

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 June 18, 2023

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	61,542.32	61,542.32
Limit			62,250.00
Remaining			707.68
Phase Subtotal			0.00

	Total	Prior	Current
Billings to Date	61,542.32	61,542.32	0.00

Construction Services

	Hours	Rate	Amount
Project Manager VI	1.00	163.00	163.00
Engineer IV	1.75	141.00	246.75
Technician VII	12.75	113.00	1,440.75
Technician V	101.00	92.00	9,292.00
Technician III	9.00	75.00	675.00
Technician II	48.50	69.00	3,346.50
Total Services	174.00		15,164.00
Total Services			15,164.00

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	31
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Employee Mileage			45.39	
Total Expenses				45.39

Fleet Mileage				193.24
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Billing Limits	Current	Prior	To-Date	
Total Billings	15,402.63	230,098.20	245,500.83	
Limit			245,500.00	
Adjustment				-.83
		Phase Subtotal		\$15,401.80

	Total	Prior	Current	
Billings to Date	245,500.00	230,098.20	15,401.80	

Amount Due this Invoice **\$15,401.80**

	Total	Prior	Current	
Billings to Date	616,241.98	600,840.18	15,401.80	

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

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #42 in the amount of \$3,015.36 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 #42

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 7/3/2023 **PAYMENT REQUEST #** 42
PAYMENT PERIOD: From: 05/22/23 through: 06/18/23

Contract Summary

Original Contract Amount:	\$	162,300.00	
Net change by Change Orders: Amd #1&2	\$	592,650.00	
Contract Amount to Date: (line 1 ± 2)	\$		754,950.00
 Total completed and stored to date:	\$	682,258.56	
Retainage: 0 % of Completed Work:	\$	-	
Total Earned less Retainage:	\$		682,258.56
Less previous applications for payment:	\$		679,243.20
SUBTOTAL			\$ 3,015.36

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

CURRENT PAYMENT DUE \$ **3,015.36**

Balance to finish, including retainage: \$ 72,691.44

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 6/22/23

City of Ankeny Staff Approval: Donald Clark

##

Date 6/22/23

Submit to: _____

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

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

#	Date	Amount
1	4/25/2019	\$ 52,442.90
2	5/23/2019	\$ 59,143.97
3	6/20/2019	\$ 45,285.34
4	7/25/2019	\$ 4,208.21
5	9/25/2019	\$ 13,086.32
6	10/24/2019	\$ 5,664.23
7	11/21/2019	\$ 11,683.03
8	12/18/2019	\$ 8,381.96
9	1/22/2020	\$ 2,943.09
10	2/20/2020	\$ 5,768.16
11	4/21/2020	\$ 6,321.21
12	5/20/2020	\$ 7,460.59
13	6/24/2020	\$ 21,416.94
14	7/22/2020	\$ 16,201.92
15	8/27/2020	\$ 55,676.87
16	9/23/2020	\$ 27,080.35
17	10/20/2020	\$ 13,634.53
18	11/19/2020	\$ 6,931.80
19	12/22/2000	\$ 6,843.64
20	1/20/2021	\$ 5,145.59
21	2/17/2021	\$ 14,252.32
22	3/24/2021	\$ 58,916.57
23	4/22/2021	\$ 16,490.32
24	5/26/2021	\$ 25,282.78
25	6/24/2021	\$ 10,757.50
26	10/20/2021	\$ 2,838.12
27	3/23/2022	\$ 37,535.92
28	4/20/2022	\$ 5,999.29
29	5/25/2022	\$ 17,701.29
30	6/22/2022	\$ 11,590.84
31	7/19/2022	\$ 18,236.45
32	8/24/2022	\$ 17,139.09
33	9/21/2022	\$ 14,160.89
34	10/26/2022	\$ 14,589.73
35	11/22/2022	\$ 11,868.00
36	12/21/2022	\$ 10,093.78
37	1/25/2023	\$ 3,161.16
38	2/22/2023	\$ 2,907.37
39	3/22/2023	\$ 2,967.92
40	4/18/2023	\$ 3,203.67
41	5/24/2023	\$ 4,229.54
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TOTAL \$ 679,243.20

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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

June 21, 2023

Don Clark
City of Ankeny
1210 NW Prairie Ridge Dr
Ankeny, IA 50023-1751

Invoice No: 119.0290.01 - 42

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

Email

Project 119.0290.01 SE Crosswinds Drive-RISE

Professional Services through June 18, 2023

Basic Services

Billing Limits

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

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	156,063.04	156,063.04	0.00

Additional Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	12,342.83	12,342.83
Limit			12,350.00
Remaining			7.17

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	12,342.83	12,342.83	0.00

Construction Services

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	160,600.13	160,600.13
Limit			181,800.00
Remaining			21,199.87

Phase Subtotal 0.00

	Total	Prior	Current
Billings to Date	160,600.13	160,600.13	0.00

P&S

	Total	Prior	Current
Billings to Date	35.60	35.60	0.00

Phase Subtotal 0.00

REMIT TO: SNYDER & ASSOCIATES, INC.

Mailing: PO Box 1159 | Ankeny, IA 50021

Physical: 2727 SW Snyder Blvd. | Ankeny IA 50023

p: 888-964-2020 | f: 515-964-7938

Federal E.I.N. 42-1379015

SNYDER-ASSOCIATES.COM

Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	42
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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
Billings to Date	Total 196,240.97	Prior 196,240.97	Current 0.00	

Phase 2 Addtl Services

Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	9,835.26	9,835.26	
Limit			11,250.00	
Remaining			1,414.74	
			Phase Subtotal	0.00
Billings to Date	Total 9,835.26	Prior 9,835.26	Current 0.00	

Phase 2 Construction Services

	Hours	Rate	Amount	
Principal Engineer I	.25	217.00	54.25	
Engineer VI	5.00	163.00	815.00	
Engineer I	15.25	103.00	1,570.75	
Technician VII	4.00	113.00	452.00	
Administrative II	1.00	71.00	71.00	
Total Services	25.50		2,963.00	
Total Services				2,963.00
Submittal Fees			20.26	
Total Expenses				20.26

Fleet Mileage				32.10
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Billing Limits	Current	Prior	To-Date	
Total Billings	3,015.36	144,125.37	147,140.73	
Limit			197,200.00	
Remaining			50,059.27	
			Phase Subtotal	\$3,015.36
Billings to Date	Total 147,140.73	Prior 144,125.37	Current 3,015.36	

Amount Due this Invoice \$3,015.36

Billings to Date	Total 682,258.56	Prior 679,243.20	Current 3,015.36	
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Project	119.0290.01	Ank-SECrosswindsDr-RISE	Invoice	42
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Thank you. We appreciate the opportunity to serve you.

Accounts Receivable Inquiry: ar@snyder-associates.com

Project Manager: Laura Lamberty



June 22, 2023

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

RE: SE CROSSWINDS DRIVE – RISE
PROGRESS REPORT NO. 42
S&A PROJECT NO. 119.0290.01

Dear Mr. Clark:

This is the forty-second progress report for the above referenced project and covers work through June 18, 2023. This invoice includes construction administration and observation including DOT coordination, sub-final pay application and close out change order preparation.

Site stabilization was recently achieved, and the project will be recommended for acceptance at this Council Meeting. Comments on the Record Drawings are being addressed. Once the project is accepted by the City and the DOT, the project can proceed to make final application for RISE reimbursement.

The project construction engineering services costs included on this invoice of \$3,015.36 are 80% eligible /20% ineligible for RISE reimbursement at a rate of 50% up to the maximum grant award. A total of \$1,206.14 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 July 3, 2023, council meeting to answer any questions regarding this invoice.

Sincerely,

SNYDER & ASSOCIATES, INC.

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

Enclosures

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



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:

Consider motion to approve Payment #7 in the amount of \$2,107,126.84 to Synergy Contracting, LLC, for construction services on the HTT Water Transmission Main & Drainage Improvements project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #7

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: HTT WATER TRANSMISSION MAIN & DRAINAGE IMPROVEMENTS
Contractor: Synergy Contracting, LLC
Address: 7481 US Highway 69, Des Moines, Iowa 50320
Finance Budget Code: 629.3629.4450 Finance Project #: 629.4450
Finance Budget Code: 688.3688.4453 Finance Project #: 688.4453
Vendor Project #: _____ Purchase Order #: _____
Original Contract Date: October 3, 2022 Vendor Account #: 5089

Date of Council Meeting: July 3, 2023 Payment Application #: 7

Payment Period: From: April 29, 2023 Through: June 23, 2023

Contract Summary:

Original Contract Amount: \$ 5,778,405.00
Net Change by Change Orders: \$ -
Contract Amount to Date: (line 1 ± 2) \$ 5,778,405.00

Total Completed and Stored to Date: \$ 4,269,396.16
Retainage: 5 % of Completed Work: \$ 213,469.81
Total Earned Less Retainage: \$ 4,055,926.35
Less Previous Applications for Payment: \$ 1,948,799.51
SUBTOTAL: \$ 2,107,126.84

OTHER CHARGES: \$ -

Current Payment Due - Division 1 (629.4450) \$ 2,072,775.23
Current Payment Due - Division 2 (688.4453) \$ 34,351.62
CURRENT PAYMENT DUE: \$ 2,107,126.84

Balance to Finish, Including Retainage: \$ 1,722,478.65

Contract Time Remaining (Division 1): 98.00 Working Days
Contract Time Remaining (Division 2): - Working Days

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

Construction Contractor Approval: Synergy Contracting, LLC

[Signature]
Signature

6/23/23
Date

Engineer / Consultant Approval: Snyder & Associates, Inc.

[Signature]
Signature

6/23/23
Date

City of Ankeny Staff Approval:

[Signature]
Signature

6/23/23
Date

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

E-mail: dclark@ankenyiowa.gov

Phone Number: (515) 963-3529

Date Printed: 6/23/2023

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment:

No.	Date	Amount
1	December 19, 2022	\$ 111,373.25
2	January 17, 2023	\$ 130,628.89
3	February 21, 2023	\$ 265,766.84
4	March 20, 2023	\$ 204,678.96
5	April 17, 2023	\$ 634,936.90
6	May 15, 2023	\$ 601,414.67
7		\$ -
8		\$ -
9		\$ -
10		\$ -
11		\$ -
12		\$ -
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Previous Applications for Payment:

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Record of Change Orders:

No.	Date	Amount
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CHANGE ORDER TOTAL = \$ -

Contract Time Remaining:

Contract Period:	Working Days
Construction Start Date (Div. I):	November 1, 2022
Construction Start Date (Div. II):	April 1, 2022

Full Completion (Div. 1)

Contract Working Days:	170.0
Added by Change Order:	0.0
Total Working Days:	170.0
Working Days Used to Date:	72.0
Working Days Remaining:	98.0

Full Completion (Div. 2):

Contract Working Days:	90.0
Added by Change Order:	0.0
Total Working Days:	90.0
Working Days Used to Date:	90.0
Working Days Remaining:	0.0

PREVIOUS PAY APPS TOTAL = \$ 1,948,799.51

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 1 - WATER TRANSMISSION MAIN

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL QUANTITY	QUANTITY CHANGED ORDER	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY PAY PERIOD	TOTAL VALUE PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
1	Clearing and Grubbing, Select Trees	UNITS	50.00		50.00	\$ 30.00	\$ 1,500.00		\$ -	185.50	185.50	\$ 5,565.00	(133.50)	371.00%
2	Clearing and Grubbing, General	LS	1.00		1.00	\$ 108,000.00	\$ 108,000.00		\$ -	1.00	1.00	\$ 108,000.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
3	Trench Foundation	TON	820.00		820.00	\$ 56.00	\$ 45,920.00		\$ -	0.00	0.00	\$ -	820.00	0.00%
4	Special Pipe Support	EA	2.00		2.00	\$ 3,500.00	\$ 7,000.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
5	Trench Compaction Testing	LS	1.00		1.00	\$ 2,800.00	\$ 2,800.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
SEWERS AND DRAINS														
6	Drain Tile Repair	EA	2.00		2.00	\$ 1,750.00	\$ 3,500.00	1.00	\$ 1,750.00	0.00	1.00	\$ 1,750.00	1.00	50.00%
WATER MAINS AND APPURTENANCES														
7	Water Main, Trenched, PVC, 24"	LF	4,815.00		4,815.00	\$ 406.00	\$1,954,890.00	2,766.86	\$1,131,465.16	1166.38	3,953.24	\$1,605,015.44	861.76	82.10%
8	Water Main, Trenchless, PVC, 24"	LF	5,005.00		5,005.00	\$ 406.00	\$2,032,030.00	2,380.91	\$966,649.46	299.73	2,680.64	\$1,088,339.84	2,324.36	53.56%
9	Water Main with Casing Pipe, Trenchless, PVC, 24"	LF	100.00		100.00	\$ 1,001.00	\$ 100,100.00		\$ -	10.00	10.00	\$ 10,100.00	0.00	100.00%
10	Fitting, Bend, 24"	EA	18.00		18.00	\$ 6,720.00	\$ 120,960.00	6.00	\$ 40,320.00	10.00	16.00	\$ 107,520.00	2.00	88.89%
11	Fitting, Solid Sleeve Coupling, 24"	EA	10.00		10.00	\$ 5,460.00	\$ 54,600.00	5.00	\$ 27,300.00	2.00	7.00	\$ 38,220.00	3.00	70.00%
12	Connect to Existing, 24"	EA	2.00		2.00	\$ 9,100.00	\$ 18,200.00		\$ -	1.00	1.00	\$ 9,100.00	1.00	50.00%
13	Valve, Gate, 24"	EA	1.00		1.00	\$ 46,550.00	\$ 46,550.00		\$ -	0.00	0.00	\$ -	1.00	0.00%
14	Fire Hydrant Assembly	EA	7.00		7.00	\$ 16,170.00	\$ 113,190.00	4.00	\$ 64,680.00	1.00	5.00	\$ 80,850.00	2.00	71.43%
STREETS AND RELATED WORK														
15	Removal of Sidewalk	SY	200.00		200.00	\$ 14.00	\$ 2,800.00	48.50	\$ 679.00	149.58	198.08	\$ 2,773.12	1.92	99.04%
16	Removal of Recreational Trail	SY	860.00		860.00	\$ 14.00	\$ 12,040.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
17	Recreational Trail, PCC, 6"	SY	860.00		860.00	\$ 72.00	\$ 61,920.00		\$ -	0.00	0.00	\$ -	860.00	0.00%
18	Sidewalk, PCC, 4"	SY	240.00		240.00	\$ 60.00	\$ 14,400.00	248.66	\$ 14,919.60	0.00	248.66	\$ 14,919.60	(8.66)	103.61%
19	Subbase Over-Excavation	TON	55.00		55.00	\$ 3,080.00	\$ 169,400.00		\$ -	34.76	34.76	\$ 1,066.56	20.24	63.20%
20	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
21	Handhole, Type III	EA	3.00		3.00	\$ 3,220.00	\$ 9,660.00		\$ -	0.00	0.00	\$ -	3.00	0.00%
22	Conduit, 2"	LF	2,340.00		2,340.00	\$ 35.00	\$ 81,900.00		\$ -	0.00	0.00	\$ -	2,340.00	0.00%
TRAFFIC CONTROL														
23	Temporary Traffic Control	LS	1.00		1.00	\$ 17,500.00	\$ 17,500.00	0.10	\$ 1,750.00	0.50	0.60	\$ 10,500.00	0.40	60.00%
SITE WORK AND LANDSCAPING														
24	Conventional Seeding, Type 1	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
25	Hydraulic Seeding, Type 5 (Erosion Control)	AC	2.30		2.30	\$ 3,600.00	\$ 8,280.00		\$ -	0.00	0.00	\$ -	2.30	0.00%
26	Wattles, 8"	LF	6,400.00		6,400.00	\$ 2.00	\$ 12,800.00	2,258.00	\$ 4,516.00	1400.00	3,658.00	\$ 7,316.00	2,742.00	57.16%
27	Wattles, Removal	LF	6,400.00		6,400.00	\$ 1.00	\$ 6,400.00		\$ -	0.00	0.00	\$ -	6,400.00	0.00%
28	Erosion Control Mulching, Hydromulching	AC	4.60		4.60	\$ 3,600.00	\$ 16,560.00		\$ -	0.00	0.00	\$ -	4.60	0.00%
29	Inlet Protection Device	EA	7.00		7.00	\$ 180.00	\$ 1,260.00	4.00	\$ 720.00	0.00	4.00	\$ 720.00	3.00	57.14%
30	Tree Protection Fence	LF	750.00		750.00	\$ 6.00	\$ 4,500.00		\$ -	230.78	230.78	\$ 1,384.68	519.22	30.77%
MISCELLANEOUS														
31	Mobilization	LS	1.00		1.00	\$ 81,000.00	\$ 81,000.00	0.50	\$ 40,500.00	0.50	1.00	\$ 81,000.00	0.00	100.00%
32	Concrete Washout	LS	1.00		1.00	\$ 7,000.00	\$ 7,000.00	0.50	\$ 3,500.00	0.00	0.50	\$ 3,500.00	0.50	50.00%
CHANGE ORDER ITEMS														
STORED MATERIALS														
	Fitting, 24" 11-1/4 Bend	EA			10.00	\$ 1,720.00	\$ 17,200.00		\$ (10,320.00)	6.00	0.00	\$ -	10.00	0.00%
	Fitting, 24" Solid Sleeve	EA			10.00	\$ 1,355.39	\$ 13,553.90	(6.00)	\$ (8,132.34)	8.00	3.00	\$ 4,066.17	7.00	30.00%
	Fitting, 24" 6" Tee	EA			3.00	\$ 2,101.48	\$ 6,304.44		\$ -	6.00	6.00	\$ 12,608.88	1.00	85.71%
	Joint Restraint, 24"	EA			74.00	\$ 489.26	\$ 36,205.24	(22.00)	\$ (10,763.72)	47.00	25.00	\$ 12,231.50	49.00	33.78%
	Valve Box	EA			8.00	\$ 230.26	\$ 1,842.08	(4.00)	\$ (921.04)	7.00	3.00	\$ 690.78	5.00	37.50%
	Holding Spool, 24"x6"	EA			7.00	\$ 218.82	\$ 1,531.74	(4.00)	\$ (875.28)	6.00	2.00	\$ 437.64	5.00	28.57%
	Casing Spacers, 24"	EA			15.00	\$ 250.18	\$ 3,752.70		\$ -	0.00	0.00	\$ -	15.00	0.00%
	End Seals, 36"x24"	EA			2.00	\$ 104.00	\$ 208.00		\$ -	0.00	0.00	\$ -	2.00	0.00%
	Gate Valve, 24"	EA			1.00	\$ 28,198.79	\$ 28,198.79		\$ -	1.00	1.00	\$ 28,198.79	0.00	100.00%
	Joint Restraint, Bolt & Gasket Kit, 24"	EA			74.00	\$ 158.54	\$ 11,731.96	(22.00)	\$ (3,487.88)	47.00	25.00	\$ 3,963.50	49.00	33.78%
	Joint Restraint, Bolt & Gasket Kit, 6"	EA			21.00	\$ 20.71	\$ 434.91	(12.00)	\$ (248.52)	18.00	6.00	\$ 124.26	15.00	28.57%
	Pipe, 24" C900 PVC, 20'	LF			3,600.00	\$ 176.95	\$ 637,020.00	93.14	\$ 16,481.12	53.62	146.76	\$ 25,969.18	3,453.24	4.08%
	Tracer Wire, Direct Bury	LF			4,000.00	\$ 0.21	\$ 840.00	(2,786.86)	\$ (585.24)	2833.62	46.76	\$ 9.82	3,953.24	1.17%
	Tracer Wire, Trenchless	LF			5,000.00	\$ 0.35	\$ 1,750.00	(2,380.91)	\$ (833.32)	4600.27	2,219.36	\$ 776.78	2,780.64	44.39%
	Tracer Box	EA			7.00	\$ 22.50	\$ 157.50		\$ -	7.00	7.00	\$ 157.50	0.00	100.00%
	Service Saddle, 24"x1"	EA			3.00	\$ 381.18	\$ 1,143.54		\$ -	3.00	3.00	\$ 1,143.54	0.00	100.00%
	Fitting, 24" 45 Bend	EA			8.00	\$ 1,950.00	\$ 15,600.00		\$ -	2.00	2.00	\$ 3,900.00	6.00	25.00%
	Hydrant, 7 ft	EA			2.00	\$ 3,992.02	\$ 7,984.04	(1.00)	\$ (3,290.02)	1.00	0.00	\$ -	2.00	0.00%
	Hydrant, 8 ft & 10 ft	EA			3.00	\$ 3,892.48	\$ 11,677.44		\$ -	3.00	3.00	\$ 11,677.44	0.00	100.00%
	Pipe, 24" C900 PVC, 40' Certs-Lok	LF			4,320.00	\$ 198.50	\$ 857,520.00	(460.91)	\$ (91,490.64)	1860.27	1,399.36	\$ 277,772.96	2,920.64	32.39%
	Valve Box Extension	EA			8.00	\$ 82.17	\$ 657.36	(4.00)	\$ (328.68)	7.00	3.00	\$ 246.51	5.00	37.50%
	Gate Valve, 6"	EA			7.00	\$ 860.10	\$ 6,020.70	(4.00)	\$ (3,440.40)	6.00	2.00	\$ 1,720.20	5.00	28.57%
TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK										COMPLETED = \$3,653,615.69				
CONTRACT = \$6,628,456.26 PAY PERIOD = \$2,181,868.66										55.12%				

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

DIVISION 2 - DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	TOTAL QUANTITY THIS PAY PERIOD	TOTAL VALUE THIS PAY PERIOD	TOTAL QUANTITY FROM PREVIOUS PAY PERIODS	TOTAL QUANTITY COMPLETE	TOTAL VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
EARTHWORK														
33	Clearing and Grubbing, Select Trees	UNIT	1,500.00		1,500.00	\$ 18.00	\$ 27,000.00		\$ -	2258.40	2,258.40	\$ 40,851.20	(758.40)	150.56%
34	Clearing and Grubbing, General	LS	1.00		1.00	\$ 72,000.00	\$ 72,000.00		\$ -	1.00	1.00	\$ 72,000.00	0.00	100.00%
35	Excavation, Class 10	CY	4,672.00		4,672.00	\$ 35.00	\$ 163,520.00		\$ -	4672.00	4,672.00	\$ 163,520.00	0.00	100.00%
TRENCH EXCAVATION AND BACKFILL														
36	Trench Foundation	TON	10.00		10.00	\$ 56.00	\$ 560.00		\$ -	16.64	16.64	\$ 931.84	(6.64)	166.40%
37	Trench Compaction Testing	LS	1.00		1.00	\$ 1,400.00	\$ 1,400.00		\$ -	1.00	1.00	\$ 1,400.00	0.00	100.00%
SEWERS AND DRAINS														
38	Storm Sewer, Trenched, RCP, 15"	LF	30.00		30.00	\$ 168.00	\$ 5,040.00		\$ -	36.38	36.38	\$ 6,111.84	(6.38)	121.27%
39	Pipe Apron Guard, 24"	EA	6.00		6.00	\$ 2,870.00	\$ 17,220.00		\$ -	0.00	0.00	\$ -	6.00	0.00%
STRUCTURES FOR SANITARY AND STORM SEWERS														
40	Manhole, SW-401, 48"	EA	1.00		1.00	\$ 6,160.00	\$ 6,160.00		\$ -	1.00	1.00	\$ 6,160.00	0.00	100.00%
41	Intake, SW-503	EA	1.00		1.00	\$ 6,650.00	\$ 6,650.00		\$ -	1.00	1.00	\$ 6,650.00	0.00	100.00%
42	Intake, SW-506	EA	1.00		1.00	\$ 9,170.00	\$ 9,170.00		\$ -	1.00	1.00	\$ 9,170.00	0.00	100.00%
43	Intake, SW-509	EA	1.00		1.00	\$ 7,385.00	\$ 7,385.00	1.00	\$ 7,385.00	0.00	1.00	\$ 7,385.00	0.00	100.00%
44	Remove Intake	EA	1.00		1.00	\$ 1,400.00	\$ 1,400.00		\$ -	1.00	1.00	\$ 1,400.00	0.00	100.00%
STREETS AND RELATED WORK														
45	Full Depth Patch, PCC	SY	210.00		210.00	\$ 161.00	\$ 33,810.00		\$ -	191.18	191.18	\$ 30,779.98	18.82	91.04%
46	Subbase Over-Excavation	TON	35.00		35.00	\$ 56.00	\$ 1,960.00		\$ -	34.76	34.76	\$ 1,945.56	0.24	99.31%
47	Granular Surfacing, Class A	TON	50.00		50.00	\$ 42.00	\$ 2,100.00		\$ -	0.00	0.00	\$ -	50.00	0.00%
TRAFFIC CONTROL														
48	Temporary Traffic Control	LS	1.00		1.00	\$ 10,500.00	\$ 10,500.00		\$ -	1.00	1.00	\$ 10,500.00	0.00	100.00%
SITE WORK AND LANDSCAPING														
49	Conventional Seeding, Type 1	AC	0.10		0.10	\$ 3,600.00	\$ 360.00		\$ -	0.40	0.40	\$ 1,440.00	(0.30)	400.00%
50	Conventional Seeding, Type 3	AC	3.30		3.30	\$ 3,600.00	\$ 11,880.00	1.30	\$ 4,680.00	1.30	2.60	\$ 9,360.00	0.70	78.79%
51	Hydraulic Seeding, Type 3, BFM	AC	1.30		1.30	\$ 5,400.00	\$ 7,020.00		\$ -	0.00	0.00	\$ -	1.30	0.00%
52	Hydraulic Seeding, Type 5 (Erosion Control)	AC	4.70		4.70	\$ 3,600.00	\$ 16,920.00	2.20	\$ 7,920.00	0.00	2.20	\$ 7,920.00	2.50	46.81%
53	Temporary Recp, Type 2	SY	500.00		500.00	\$ 3.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
54	Wattles, 9"	LF	1,500.00		1,500.00	\$ 2.00	\$ 3,000.00		\$ -	4825.00	4,825.00	\$ 9,650.00	(3,325.00)	321.67%
55	Wattles, Removal	LF	1,500.00		1,500.00	\$ 1.00	\$ 1,500.00		\$ -	0.00	0.00	\$ -	1,500.00	0.00%
56	Check Dam, Rock	TON	50.00		50.00	\$ 70.00	\$ 3,500.00		\$ -	19.49	19.49	\$ 1,364.30	30.51	38.98%
57	Rip Rap, Class E	TON	3,660.00		3,660.00	\$ 78.00	\$ 285,480.00		\$ -	1522.37	1,522.37	\$ 118,745.16	2,137.63	41.59%
58	Silt Fence	LF	500.00		500.00	\$ 3.00	\$ 1,500.00	1,191.53	\$ 3,574.59	0.00	1,191.53	\$ 3,574.59	(691.53)	238.31%
59	Silt Fence, Removal	LF	500.00		500.00	\$ 1.00	\$ 500.00		\$ -	0.00	0.00	\$ -	500.00	0.00%
60	Erosion Control Mulching, Hydromulching	AC	9.00		9.00	\$ 3,600.00	\$ 32,400.00	3.50	\$ 12,600.00	3.20	6.70	\$ 24,120.00	2.30	74.44%
DEMOLITION														
61	Remove Pedestrian Bridge	EA	10.00		10.00	\$ 5,250.00	\$ 52,500.00		\$ -	10.00	10.00	\$ 52,500.00	0.00	100.00%
62	Tree Protection Fence	LF	750.00		750.00	\$ 7.00	\$ 5,250.00		\$ -	0.00	0.00	\$ -	750.00	0.00%
MISCELLANEOUS														
63	Mobilization	LS	1.00		1.00	\$ 25,000.00	\$ 25,000.00		\$ -	1.00	1.00	\$ 25,000.00	0.00	100.00%
64	Concrete Washout	LS	1.00		1.00	\$ 3,500.00	\$ 3,500.00		\$ -	1.00	1.00	\$ 3,500.00	0.00	100.00%
CHANGE ORDER ITEMS														
						\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
						\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
						\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%
						\$ -	\$ -		\$ -	0.00	0.00	\$ -	0.00	0.00%

TOTAL CONTRACT AND VALUE OF PAY PERIOD AND COMPLETED WORK

CONTRACT = \$ 817,685.00 PAY PERIOD = \$ 36,159.59

COMPLETED = \$ 615,780.47

75.31%



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Motion

LEGAL:
No Review Required

SUBJECT:
Consider motion to approve Payment #9 in the amount of \$191,140.00 to WRH, Inc., for construction services on the Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building project.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Payment #9



Project Title: Well No. 7 / ASR No. 3 - Bid Package 2 - Well Pump and Control Building
Contractor: WRH, Inc
Address: 1648 T Ave; Amana, IA; 52334
Finance Budget Code: 632.3632.4450 **Finance Project #** 632.4450
Vendor Project or Invoice #: 2202-00-1389 **PO #** N/A
Original Contract Date: March 7, 2022 **Vendor #** 11414

Date of Council Meeting: July 3, 2023 **PAYMENT REQUEST #** 9
PAYMENT PERIOD: From: April 28, 2023 Through: May 31, 2023

Contract Summary

Original Contract Amount:	\$	2,989,800.00
Net change by Change Orders:	\$	-
Contract Amount to Date: (line 1 ± 2)	\$	2,989,800.00
Total completed and stored to date:	\$	2,917,350.00
Retainage: <u>5</u> % of Completed Work:	\$	145,867.50
Total Earned less Retainage:	\$	2,771,482.50
Less previous applications for payment:	\$	2,580,342.50
SUBTOTAL	\$	191,140.00

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 191,140.00

Balance to finish, including retainage: \$ 218,317.50

Contract Time Remaining (If applicable) - Working Days

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

Construction Contractor Approval: WRH, Inc

Firm Name

Bud Maynard

Signature

May 31, 2023

Date

Engineer / Consultant Approval:

FOX Strand

Firm Name

Signature

Date

6/19/2023

City of Ankeny Staff Approval:

Signature

Date

6/19/2023

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

E-mail: DCClark@AnkenyIowa.gov **Phone:** (515) 963-3529 **Fax:** (515) 963-3529

Contractor's Application for Payment

Owner:	<u>City of Ankeny</u>	Owner's Project No.:	<u>3379-20A.600</u>
Engineer:	<u>FOX Strand</u>	Engineer's Project No.:	<u>2202-00-1389</u>
Contractor:	<u>WRH, Inc.</u>	Contractor's Project No.:	<u>2202-00-1389</u>
Project:	<u>Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building</u>		
Contract:	<u></u>		
Application No.:	<u>8</u>	Application Date:	<u>5/31/2023</u>
Application Period:	From <u>4/28/2023</u>	to	<u>5/31/2023</u>

1. Original Contract Price	\$	2,989,800.00
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,989,800.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,917,350.00
5. Retainage		
a. <u>5%</u> X <u>\$ 2,917,350.00</u> Work Completed =	\$	145,867.50
b. <u>5%</u> X <u>\$ -</u> Stored Materials =	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	145,867.50
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,771,482.50
7. Less previous payments (Line 6 from prior application)		\$2,580,342.50
8. Amount due this application	\$	191,140.00
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$	218,317.50

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:	<u>WRH Inc</u>	
Signature:	<u><i>Bud Maynard</i></u>	Date: <u>5/31/2023</u>

Recommended by Engineer	Approved by Owner
By: <u><i>[Signature]</i></u>	By: _____
Title: <u>PROJECT ENGINEER</u>	Title: _____
Date: <u>6/14/2023</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Previous Applications for Payment		
No.	Date	Amount
1	September 9, 2022	\$ 279,932.94
2	November 28, 2022	\$ 561,483.67
3	December 27, 2022	\$ 231,477.42
4	January 23, 2023	\$ 158,944.50
5	February 24, 2023	\$ 344,303.48
6	March 27-2023	\$ 187,059.96
7	April 1, 2023	\$ 252,487.20
8	May 1, 2023	\$ 564,653.33
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Previous Applications for Payment		
No.	Date	Amount
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PREVIOUS PAY APP TOTAL = \$ 2,580,342.50

Record of Change Orders		
No.	Date	Amount
1		\$ -
2		\$ -
3		\$ -
4		\$ -
5		\$ -
6		\$ -
7		\$ -
8		\$ -
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20		

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

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 8		Application Period:		From	04/28/23		to	05/31/23		Application Date:		05/31/23
Item No.	A	B	Description	C	Scheduled Value (\$)	D		E	F	G	H	I
						(D + E) From Previous Application (\$)	Work Completed This Period (\$)					
						Original Contract						
			Bonds and Insurance	\$	35,000.00		-	-	-	35,000.00	100%	-
			Mobilization In	\$	129,000.00		-	-	-	129,000.00	100%	-
			Project Administration	\$	65,000.00		2,000.00			62,000.00	95%	3,000.00
			Temporary Facilities	\$	5,000.00		4,850.00			4,850.00	97%	150.00
			Safety	\$	4,500.00		3,700.00	200.00		3,900.00	87%	600.00
			Sitework	\$	94,500.00		87,500.00	7,500.00		94,500.00	100%	-
			SWPPP	\$	7,500.00		5,500.00	1,000.00		6,500.00	87%	1,000.00
			Site Clean-up	\$	5,000.00		2,800.00	1,200.00		4,000.00	80%	1,000.00
			Water line	\$	170,000.00		170,000.00	-	-	170,000.00	100%	-
			WLF	\$	60,000.00		60,000.00	-	-	60,000.00	100%	-
			Sanitary Line, Material	\$	9,000.00		9,000.00	-	-	9,000.00	100%	-
			Excavation and Backfill	\$	45,000.00		45,000.00	-	-	45,000.00	100%	-
			Seeding	\$	15,000.00		15,000.00	-	-	15,000.00	100%	-
			Pre Cast Concrete	\$	40,000.00		40,000.00	-	-	40,000.00	100%	-
			Concrete Paving/Sidewalks	\$	44,500.00		35,000.00			44,500.00	100%	-
			Concrete, building	\$	25,000.00		25,000.00	-	-	25,000.00	100%	-
			Concrete, Generator Pad	\$	4,500.00		4,500.00	-	-	4,500.00	100%	-
			Concrete, VFD Pad	\$	3,000.00		3,000.00	-	-	3,000.00	100%	-
			Concrete, Transformer Pad	\$	3,000.00		3,000.00	-	-	3,000.00	100%	-
			Rebar Materials	\$	15,000.00		15,000.00	-	-	15,000.00	100%	-
			Misc Metals	\$	20,000.00		20,000.00	-	-	20,000.00	100%	-
			Painting	\$	15,000.00		12,000.00	-	-	12,000.00	80%	3,000.00
			Masonry	\$	180,000.00		180,000.00	-	-	180,000.00	100%	-
			Roofing	\$	75,000.00		75,000.00	-	-	75,000.00	100%	-
			Doors/Windows	\$	44,300.00		44,300.00	-	-	44,300.00	100%	-
			Well Pump	\$	179,000.00		179,000.00	-	-	179,000.00	100%	-
			Well Pump Column	\$	95,000.00		95,000.00	-	-	95,000.00	100%	-
			Downhole Valve	\$	107,000.00		107,000.00	-	-	107,000.00	100%	-
			Pitless Unit	\$	71,000.00		71,000.00	-	-	71,000.00	100%	-
			Submersible Motor	\$	125,000.00		125,000.00	-	-	125,000.00	100%	-
			Well Disinfection/Start up	\$	3,000.00		3,000.00	-	-	-	0%	3,000.00
			Chemical Feed Equipment	\$	90,000.00		85,000.00	5,000.00	-	90,000.00	100%	-
			Process Piping	\$	30,000.00		30,000.00	-	-	30,000.00	100%	-
			Valves, Material	\$	50,000.00		50,000.00	-	-	50,000.00	100%	-
			Electrical, Misc.	\$	5,000.00		4,300.00	-	-	4,300.00	86%	700.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	City of Ankeny	Owner's Project No.:	3379-20A.600
Engineer:	FOX Strand	Engineer's Project No.:	2202-00-1389
Contractor:	WRH, Inc.	Contractor's Project No.:	
Project:	Ankeny Well No. 7/ASR No. 3 - Bid Package 2 - Well Pump and Control Building		
Contract:			

Application No.: 8		Application Period:		From		to		05/31/23		Application Date:		05/31/23	
A	B	C	D	E	F	G	H	I					
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)					
			(D + E) From Previous Application (\$)	This Period (\$)									
	Electric Underground	\$ 80,000.00	80,000.00	-		80,000.00	100%						
	Electrical Rough in's	\$ 75,000.00	75,000.00	-		75,000.00	100%						
	Electrical Branch/Feeder Wire	\$ 110,000.00	109,000.00	-		109,000.00	99%	1,000.00					
	Electrical Gear/Equipment	\$ 270,000.00	156,000.00	90,000.00		246,000.00	91%	24,000.00					
	Electrical, Lighting	\$ 15,000.00	14,700.00	300.00		15,000.00	100%						
	Electrical, Generator	\$ 235,000.00	225,000.00	10,000.00		235,000.00	100%						
	Electrical, Fire Alarm	\$ 15,000.00				-	0%	15,000.00					
	Electrical, Mobilization/Temp service	\$ 12,000.00	12,000.00	-		12,000.00	100%						
	Electrical Controls/Instrumentation	\$ 93,000.00	60,000.00	16,500.00		76,500.00	82%	16,500.00					
	Mechanical, Mobilization	\$ 2,700.00	2,700.00	-		2,700.00	100%						
	HVAC Equipment	\$ 76,000.00	76,000.00	-		76,000.00	100%						
	HVAC Materials (ductwork etc)	\$ 5,800.00	5,800.00	-		5,800.00	100%						
	Testing Adjusting	\$ 1,500.00				-	0%	1,500.00					
	Balancing	\$ 1,000.00				-	0%	1,000.00					
	Plumbing	\$ 35,000.00	34,250.00	-		34,250.00	98%	750.00					
	UG Plumbing	\$ 21,000.00	21,000.00	-		21,000.00	100%						
	AG Plumbing	\$ 27,000.00	27,000.00	-		27,000.00	100%						
	Insulation	\$ 5,000.00	5,000.00	-		5,000.00	100%						
	Fire Sprinklers	\$ 25,000.00	25,000.00	-		-	100%						
	Casework	\$ 16,000.00	14,500.00	1,250.00		15,750.00	98%	250.00					
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Stored Materials Summary

Owner:	City of Ankeny
Engineer:	FOX Strand
Contractor:	WRH, Inc.
Project:	Ankeny Well No
Contract:	

Contractor's Application for Payment

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

Application No.: 8			Application Period: From 04/28/23 to 05/31/23				Application Date: 05/31/23					
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (L-M) (\$)
	R005695		WLF Material	Ankeny Laydown	1	\$7,876.78	\$0.00	7,876.78	7,876.78	-	7,876.78	-
	Q62423.1		12" Water Line Material	Ankeny Laydown	1	\$21,953.50	\$0.00	21,953.50	21,953.50	-	21,953.50	-
	Q872447		12" Water Line Material	Ankeny Laydown	1	\$6,991.75	\$0.00	6,991.75	6,991.75	-	6,991.75	-
	6165		WLF Material	Ankeny Laydown	1	\$19,838.00	\$0.00	19,838.00	19,838.00	-	19,838.00	-
	R005693		12" Water Line Material	Ankeny Laydown	1	\$8,575.00	\$0.00	8,575.00	8,575.00	-	8,575.00	-
	R079998		12" Water Line Material	Ankeny Laydown	1	\$8,263.65	\$0.00	8,263.65	8,263.65	-	8,263.65	-
	W299504		Lintels and Clips	Ankeny Laydown	1	\$8,600.00	\$0.00	8,600.00	8,600.00	-	8,600.00	-
	15592811-00		Rebar Chairs	Ankeny Laydown	1	\$114.48	\$0.00	114.48	114.48	-	114.48	-
	15593188-00		Rebar	Ankeny Laydown	1	\$7,025.00	\$0.00	7,025.00	7,025.00	-	7,025.00	-
	15608809-00		Waterstop Material	Ankeny Laydown	1	\$594.71	\$0.00	594.71	594.71	-	594.71	-
	100710021575		Fiberglass	Ankeny Laydown	1	\$3,945.00	\$0.00	3,945.00	3,945.00	-	3,945.00	-
	31999		Wedge Gate Valve (1 ea)	Ankeny Laydown	1	\$827.00	\$0.00	827.00	827.00	-	827.00	-
	1562272-00		Rebar Ties	Ankeny Laydown	1	\$352.00	\$0.00	352.00	352.00	-	352.00	-
	15485224-00		Waterstop Material	Ankeny Laydown	1	\$909.38	\$0.00	909.38	909.38	-	909.38	-
	R590260		12" Poly Wrap	Ankeny Laydown	2	\$75.90	\$0.00	75.90	75.90	-	75.90	-
	R515079		2X4 SS Nipple	Ankeny Laydown	2	\$9.50	\$0.00	9.50	9.50	-	9.50	-
	R587441		12" Water Line Material	Ankeny Laydown	2	\$68.31	\$0.00	68.31	68.31	-	68.31	-
	R547858		12" Water Line Material	Ankeny Laydown	2	\$447.00	\$0.00	447.00	447.00	-	447.00	-
	R599853		12" Water Line Material	Ankeny Laydown	2	\$49.48	\$0.00	49.48	49.48	-	49.48	-
	R496343		12" Water Line Material	Ankeny Laydown	2	\$1,050.00	\$0.00	1,050.00	1,050.00	-	1,050.00	-
	6968		Hatches	Ankeny Laydown	2	\$1,312.00	\$0.00	1,312.00	1,312.00	-	1,312.00	-
	337986		Sprinkler Materials	Iowa Fire Shop	2	\$8,925.25	\$0.00	8,925.25	8,925.25	-	8,925.25	-
	B04116		Vapor Barrier/Concrete Brick	Ankeny Laydown	2	\$428.48	\$0.00	428.48	428.48	-	428.48	-
	B04127		Concrete Brick Return	Ankeny Laydown	2	(\$9.48)	\$0.00	(9.48)	(9.48)	-	(9.48)	-
	32217		Valves	Ankeny Laydown	2	\$890.00	\$0.00	890.00	890.00	-	890.00	-
	APP 1		Well Pump	Peerless Shop	2	\$88,217.00	\$0.00	88,217.00	88,217.00	-	88,217.00	-
	R607303		12 Piping	Ankeny Laydown	2	\$2,100.00	\$0.00	2,100.00	2,100.00	-	2,100.00	-
	R814324		Inside Piping	Ankeny Laydown	2	\$85.00	\$0.00	85.00	85.00	-	85.00	-
	324074		Doors	Doors Inc Shop	2	\$20,932.00	\$0.00	20,932.00	20,932.00	-	20,932.00	-
	325866		Doors	Doors Inc Shop	2	\$9,976.00	\$0.00	9,976.00	9,976.00	-	9,976.00	-
	32482		Check Valve	Ankeny Laydown	2	16,375.00	\$0.00	16,375.00	16,375.00	-	16,375.00	-
	25607258		PreCast	Ankeny Laydown	2	\$15,445.00	\$0.00	15,445.00	15,445.00	-	15,445.00	-
	R951173		Thumball (Pipe Stands)	Ankeny Laydown	3	\$1,776.25	\$0.00	1,776.25	1,776.25	-	1,776.25	-
	R895970		Chem Process Piping	Ankeny Laydown	3	\$3,294.20	\$0.00	3,294.20	3,294.20	-	3,294.20	-
	E3-25887		transfer switch	ankeny Lay down	5	\$58,902.87	\$0.00	58,902.87	58,902.87	-	58,902.87	-
	13268.1		Balance Baskl Valve	Ankeny Lay down	8	\$60,956.00	\$0.00	60,956.00	60,956.00	-	60,956.00	-
	66338		SMEUSA	Peerless Shop	8	\$88,140.00	\$88,140.00	88,140.00	88,140.00	-	88,140.00	-
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ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Finance

COUNCIL GOAL:

ACTION REQUESTED:

Motion

LEGAL:

SUBJECT:

Consider motion to approve the July 3, 2023 Accounts Payable.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

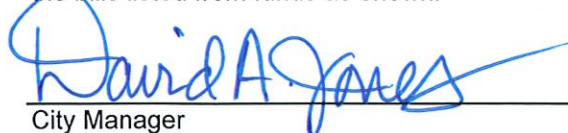
Click to download
 AP Recap
 AP Check Report 1 of 2
 AP Check Report 2 of 2

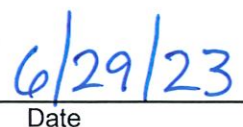
CITY OF ANKENY
ACCOUNTS PAYABLE RECAP
JULY 3, 2023

Fund		PAYMENTS
100	General Fund	\$ 373,814.99
220	Fire Gift Fund	-
233	Hotel Motel Tax Fund	16,593.00
240	Parks Improvements	-
250	Police Gift Fund	14.34
260	Road Use Tax Fund	131,446.58
270	Seizure Fund	-
280	Tax Increment Financing Fund	2,451,001.00
284	Economic Development Fund	-
290	Police/Fire Pension Fund	-
300	Debt Service Fund	4,200.00
430	Library Foundation Fund	5,288.48
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	98,595.36
510	Water Fund	27,759.36
520	Water Improvement Fund	-
530	Water Sinking Fund	1,750.00
550	Sewer Fund	10,689.20
560	Sewer Improvement Fund	-
570	Sewer Sinking Fund	-
580	Stormwater Fund	5,229.59
590	Golf Course Fund	31,041.32
600-699	Enterprise Project Funds	3,322,388.39
710	Revolving Fund	4,477.17
720	Risk Management Fund	537,426.00
730	Health Insurance Fund	6,193.93
770	Sustainability Revolving Loan	-
780	Economic Development Revolving	-
790	Equipment Reserve Fund	-
800-890	Special Assessments Funds	76,887.20
900	BAN/Bond Activity Fund	300.00
895-998	Capital Projects Funds	260,361.19
Sub Total		\$ 7,365,457.10
Payroll Totals		2,173,239.10
Service Transfers/ACH Drafts		(197,696.57)
Agenda Payments Approved Separately		(3,558,284.77)
Grand Total		<u>\$ 5,782,714.86</u>

Honorable Mayor & City Council:

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


City Manager


Date

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 6/21/2023 THRU 6/21/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000966	U S BANK							
I-05/23 P-CARD STMT	U S BANK	D	6/21/2023	28,693.51		002246		28,693.51

* * 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:	1	28,693.51	0.00	28,693.51
EFT:	0	0.00	0.00	0.00
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:	1	28,693.51	0.00	28,693.51
BANK: APGWB TOTALS:	1	28,693.51	0.00	28,693.51
REPORT TOTALS:	1	28,693.51	0.00	28,693.51

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny
VENDOR: 000966 - U S BANK
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 6/21/2023 THRU 6/21/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

VENDOR SET: 01 City of Ankeny

BANK: * ALL BANKS

DATE RANGE: 6/22/2023 THRU 7/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
010891	THE NEW GOLF CARS OF IOWA							
M-CHECK	THE NEW GOLF CARS OF IOWA	POST	V 6/28/2023			243126		25.94CR
C-CHECK	VOID CHECK		V 7/03/2023			243349		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	0.00		
	VOID CREDITS	25.94CR	25.94CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	2	25.94CR	0.00	0.00
BANK: TOTALS:	2	25.94CR	0.00	0.00

VENDOR SET: 01 City of Ankeny
 BANK: APGBW FIRST INTERSTATE BANK
 DATE RANGE: 6/22/2023 THRU 7/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
008711	BRIAN A STEINFELDT							
I-230625	6/10-6/16/23 SOUTH ZONE MOW	R	7/03/2023	4,654.26		243259		
I-230626	6/10-6/16/23 NORTH ZONE MOW	R	7/03/2023	5,306.72		243259		
I-230627	06/10-6/16/23 HIGH PROFILE	R	7/03/2023	3,524.30		243259		13,485.28
	*** VENDOR TOTALS ***					1 CHECKS		13,485.28
001844	A TECH INC-TCI							
I-589477	07/01/23-09/30/23 QTRLY SVCS	E	7/06/2023	3,075.00		007428		3,075.00
	*** VENDOR TOTALS ***					1 CHECKS		3,075.00
004997	ABSOLUTE CONCRETE							
I-3502 FINAL	2023 SW WESTVIEW STORM	R	7/03/2023	501.33		243260		501.33
	*** VENDOR TOTALS ***					1 CHECKS		501.33
000003	ACCO UNLIMITED CORP							
C-0233154-IN	CR: POOL CHEMICALS PRAC	R	7/03/2023	49.50CR		243261		
I-0232497-IN	CHEMICALS -PRAC	R	7/03/2023	610.70		243261		
I-0232670-IN	CHEMICALS -CFAC	R	7/03/2023	705.40		243261		
I-0232671-IN	CHEMICALS -PRAC	R	7/03/2023	935.20		243261		
I-0232746-IN	SPLASH PAD CHEMICALS-PRAC	R	7/03/2023	308.00		243261		
I-0232778-IN	CHEMICALS/VACUUM HOSE-CFAC	R	7/03/2023	438.40		243261		
I-0232945-IN	CHEMICALS -PRAC	R	7/03/2023	253.20		243261		
I-0233226-IN	SPLASH PAD CHEMICALS-PRAC	R	7/03/2023	613.20		243261		
I-0233317-IN	CHEMICALS - CFAC	R	7/03/2023	326.50		243261		4,141.10
	*** VENDOR TOTALS ***					1 CHECKS		4,141.10
001521	ACCU MOLD LLC							
I-RES#2010-1004 FY23	2023 ACCU-MOLD TIF REBATE	R	6/30/2023	61,228.00		243244		
I-RES#2015-071 FY23	2023 ACCU-MOLD TIF REBATE	R	6/30/2023	57,799.00		243244		119,027.00
	*** VENDOR TOTALS ***					1 CHECKS		119,027.00
000164	G & S HARDWARE INC							
I-208992/2	SUPPLIES - CFAC	R	7/03/2023	25.16		243262		
I-209001/2	SUPPLIES -PKS	R	7/03/2023	40.97		243262		66.13
	*** VENDOR TOTALS ***					1 CHECKS		66.13
000026	AHLERS & COONEY PC							
I-846032	6/15/23 SVCS 2023 WTR REV LOAN	E	7/06/2023	12,766.37		007409		12,766.37
	*** VENDOR TOTALS ***					1 CHECKS		12,766.37
011364	LEANNE SUE OTTING							
I-608	6/08/23 BEATS AND EATS EVENT	R	7/03/2023	300.00		243263		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00

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000226	AIRGAS NORTH CENTRAL INC							
I-9997082623	WELDING RENTAL -PKS	R	7/03/2023	2.02		243264		
I-9997082624	WELDING RENTAL - PKS	R	7/03/2023	54.41		243264		
I-9997082625	WELDING RENTAL - PKS	R	7/03/2023	4.03		243264		60.46
	*** VENDOR TOTALS ***					1 CHECKS		60.46
011840	ALL AMERICAN FIRE EQUIPMENT IN							
I-133631	THERMAL CAMERAS - FD	R	7/03/2023	12,609.74		243265		12,609.74
	*** VENDOR TOTALS ***					1 CHECKS		12,609.74
009262	AMAZON CAPITAL SERVICES INC							
C-1N6H-GWPT-TFY1	CR: CAPTURE PAD - PD	E	7/06/2023	435.00CR		007460		
I-114J-R36H-7XPK	BEAN BAGS - P&R	E	7/06/2023	196.60		007460		
I-114J-R36H-LKFV	BUBBLES/WTR GUN/PLAY DAY	E	7/06/2023	106.25		007460		
I-13MG-FKP4-14JR	STORAGE BIN - KL	E	7/06/2023	33.09		007460		
I-1GQD-1DMR-9NFX	STORAGE RACKS/BATTERIES-ACC	E	7/06/2023	246.61		007460		
I-1J6G-VHP9-GVQ7	FRUIT SNACKS/COOKIES-KL	E	7/06/2023	52.57		007460		
I-1KCC-KPD6-CF77	STICKERS/SANITIZER -ACC	E	7/06/2023	431.87		007460		
I-1L6R-WT6T-GQN4	WIRELESS STATION-PKS SHOP	E	7/06/2023	129.99		007460		
I-1LRN-H1YL-694F	PINGPONG BALLS/STRAWS/MISC-KL	E	7/06/2023	65.79		007460		
I-1M1H-3NH7-GDRQ	STICKERS - ACC	E	7/06/2023	45.00		007460		
I-1N6H-GWPT-37MJ	GLITTER/BRUSH SET/PAINT-P&R	E	7/06/2023	28.97		007460		
I-1TF3-K7QC-11D1	CANOPY/WHISTLES - PD RAGBRAI	E	7/06/2023	413.96		007460		
I-1TKP-113X-49CN	PERSONNEL FOLDERS - HR	E	7/06/2023	132.45		007460		
I-1YHX-PLM4-GH4R	PARTY FAVORS - KL	E	7/06/2023	13.99		007460		1,462.14
	*** VENDOR TOTALS ***					1 CHECKS		1,462.14
000038	AMERICAN RED CROSS							
I-22597750	LIFEGUARDING REVIEW-AC	R	7/03/2023	336.00		243266		336.00
	*** VENDOR TOTALS ***					1 CHECKS		336.00
011846	AMERICAN ULTIMATE DISC LEAGUE,							
I-06/2023 DISC CAMP	06/19/23-06/23/23 ULTIMTE DISC	R	7/03/2023	844.40		243267		844.40
	*** VENDOR TOTALS ***					1 CHECKS		844.40
002676	ANIMAL RESCUE LEAGUE							
I-INV0063	APRIL 2023 ANIMAL INTAKE	E	7/06/2023	1,875.00		007432		
I-INV0075	MAY 2023 ANIMAL INTAKE	E	7/06/2023	1,250.00		007432		3,125.00
	*** VENDOR TOTALS ***					1 CHECKS		3,125.00
008727	ANKENY ART CENTER							
I-RES #2023-269	ROOF REPAIRS RES #2023-269	R	6/26/2023	16,593.00		243241		16,593.00
	*** VENDOR TOTALS ***					1 CHECKS		16,593.00

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004201	TSJM TOWING SERVICE LLC							
I-23-54320	TOW/HOOK FEE - PD	R	7/03/2023	170.00		243268		
I-23-54570	UNIT #921 TOW/HOOK FEE	R	7/03/2023	65.00		243268		235.00
	*** VENDOR TOTALS ***					1 CHECKS		235.00
009326	RYAN ARENDSE							
I-06/2023 MEALS	6/12-6/13/23 MEALS	E	7/06/2023	34.76		007485		34.76
	*** VENDOR TOTALS ***					1 CHECKS		34.76
000057	ARNOLD MOTOR SUPPLY							
I-15NV146752	TEE WRAP - CG	R	7/03/2023	143.96		243269		
I-15NV148451	OIL FILTER - CG	R	7/03/2023	17.80		243269		
I-15NV153406	TRLR CONN - OCM	R	7/03/2023	3.99		243269		
I-15NV154119	SPRAY PAINT -HERITAGE PKNG LT	R	7/03/2023	11.49		243269		177.24
	*** VENDOR TOTALS ***					1 CHECKS		177.24
002479	AMIN BAKRI							
I-04/23-06/23FITNESS	04/23-06/23 FITNESS	R	7/03/2023	54.00		243270		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
000744	BANKERS TRUST							
I-RES#2016-193 FY23	22/23 TAX REBATE-50% BAKER MEC	R	6/30/2023	114,007.00		243245		114,007.00
	*** VENDOR TOTALS ***					1 CHECKS		114,007.00
011855	KATE BARNES							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	153.29		243271		153.29
	*** VENDOR TOTALS ***					1 CHECKS		153.29
001291	BOB BASH							
I-04/23-06/23FITNESS	04/23-06/23 FITNESS	E	7/06/2023	54.00		007426		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
010118	BEACON ATHLETICS LLC							
I-0573522-IN	FIELD MARKING WHISKERS-PRSC	E	7/06/2023	73.00		007466		73.00
	*** VENDOR TOTALS ***					1 CHECKS		73.00
010368	AMANDA BELLIS							
I-06/16/2023	06/16/23 MILEAGE	E	7/06/2023	73.36		007493		73.36
	*** VENDOR TOTALS ***					1 CHECKS		73.36
006349	HY-VEE INC-BDI							
I-56484	ALCOHOL FOR RESALE-OC	R	7/03/2023	1,062.07		243272		
I-57014	ALCOHOL FOR RESALE - OC	R	7/03/2023	780.98		243272		1,843.05
	*** VENDOR TOTALS ***					1 CHECKS		1,843.05

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009283	BOLTON & MENK, INC							
I-0313070 #3	PAY 3-NW PR RDG DR/ASH/9TH	R	7/03/2023	4,170.50		243273		4,170.50
	*** VENDOR TOTALS ***					1 CHECKS		4,170.50
005174	BOUND TREE MEDICAL LLC							
I-84978381	EMS SUPPLIES - FD	R	7/03/2023	68.28		243274		
I-84983836	EMS SUPPLIES - FD	R	7/03/2023	1,968.96		243274		
I-84983837	MEDICAL EQUIPMENT - FD	R	7/03/2023	5,142.45		243274		
I-84990232	EMS SUPPLIES - FD	R	7/03/2023	890.85		243274		
I-84993449	EMS SUPPLIES - FD	R	7/03/2023	124.19		243274		
I-84993450	EMS SUPPLIES - FD	R	7/03/2023	47.35		243274		8,242.08
	*** VENDOR TOTALS ***					1 CHECKS		8,242.08
011616	TANYA BOYLE							
I-05/15/23-07/10/23	5/15-7/10/23 SNR STRENGTH CLAS	E	7/06/2023	200.00		007500		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
007393	BRIGHT & CLEAR SOLUTIONS INC							
I-39400	WINDOW CLEANING - CH	R	7/03/2023	250.00		243275		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
008929	JULIE BROADHEAD							
I-04/23-06/23FITNESS	04/23-06/23 FITNESS	R	7/03/2023	54.00		243276		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
011856	DONALD BROWN							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	70.00		243277		70.00
	*** VENDOR TOTALS ***					1 CHECKS		70.00
010643	PATRICIA BROWN							
I-05/09/23-06/27/23	05/2023-06/2023 YOGA CLASSES	E	7/06/2023	468.00		007495		468.00
	*** VENDOR TOTALS ***					1 CHECKS		468.00
008738	BULB GUY LIGHTING							
I-19666	BULBS - CFAC	E	7/06/2023	63.20		007458		
I-19694	BULBS-PD	E	7/06/2023	135.00		007458		
I-19725	BULBS -LAKE SIDE	E	7/06/2023	139.56		007458		337.76
	*** VENDOR TOTALS ***					1 CHECKS		337.76
011411	JACOB J BUNTJER							
I-06/12/2023	06/12/23 CAT 5 TEST	R	7/03/2023	20.00		243278		20.00
	*** VENDOR TOTALS ***					1 CHECKS		20.00

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011746	RANDY BURK							
I-07/13/2023	07/13/2023 BEATS AND EATS	R	7/03/2023	1,200.00		243279		1,200.00
	*** VENDOR TOTALS ***					1 CHECKS		1,200.00
004126	CALHOUN-BURNS AND							
I-2023162.00-1	ANNUAL BRIDGE INSPECTION	R	7/03/2023	2,457.50		243280		2,457.50
	*** VENDOR TOTALS ***					1 CHECKS		2,457.50
005401	CAPITAL SANITARY SUPPLY CO INC							
I-C368536A	CLEANER - FD	E	7/06/2023	249.00		007444		249.00
	*** VENDOR TOTALS ***					1 CHECKS		249.00
000453	CARQUEST AUTO PARTS							
I-2330-791682	SHOP SUPPLIES - CG	R	7/03/2023	67.44		243281		
I-2330-792170	UNIT #132 LAMP KIT	R	7/03/2023	31.08		243281		
I-2330-792208	UNIT #132 SEALANT	R	7/03/2023	22.53		243281		
I-2330-793046	UNIT #122 SOLENOID KIT	R	7/03/2023	79.27		243281		200.32
	*** VENDOR TOTALS ***					1 CHECKS		200.32
011853	CASEY'S RETAIL COMPANY							
I-RES#2018-026 FY23	2023 CASEY'S TIF REBATE	R	6/30/2023	86,903.00		243246		86,903.00
	*** VENDOR TOTALS ***					1 CHECKS		86,903.00
011852	CENTER FOR PUBLIC SAFETY EXCEL							
I-FY24	FO/CFO ALIGNMENT - FD	R	7/03/2023	342.47		243282		342.47
	*** VENDOR TOTALS ***					1 CHECKS		342.47
004613	CENTRAL IOWA DISTRIBUTING							
I-240857	METRO JRT 2PLY - PRSC	E	7/06/2023	482.00		007438		482.00
	*** VENDOR TOTALS ***					1 CHECKS		482.00
003072	QWEST CORPORATION							
I-06/04/2023	06/2023 STATEMENT - TRAFFIC	R	7/03/2023	100.89		243283		100.89
	*** VENDOR TOTALS ***					1 CHECKS		100.89
011560	ANDREW HOWARD NOWASELL							
I-06/16/2023	SMALL ENGINE REPAIR-P&R	E	7/06/2023	170.85		007469		170.85
	*** VENDOR TOTALS ***					1 CHECKS		170.85
008614	TONY CHRISTOPH							
I-06/13/23-06/14/23	6/13-6/14/23 MEALS	E	7/06/2023	35.44		007457		
I-06/21/23-06/23/23	6/21-6/23/23 MEALS	E	7/06/2023	47.01		007457		82.45
	*** VENDOR TOTALS ***					1 CHECKS		82.45

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			DATE	AMOUNT		NO	STATUS	AMOUNT
011576	CINTAS CORPORATION							
I-4158453985	MAT/UNIFORM RENTAL - OCM	R	7/03/2023	86.76		243284		
I-4158463875	MAT/UNIFORM RENTAL -PK MNT	R	7/03/2023	115.15		243284		
I-4158534624	BANQUET SUPPLIES - OC	R	7/03/2023	170.71		243284		
I-4159161732	MAT/UNIFORM RENTALS- OCM	R	7/03/2023	96.52		243284		
I-4159164908	MAT/UNIFORM RENTAL -PKS MNT	R	7/03/2023	115.15		243284		
I-4159164937	MAT RENTALS- ACC	R	7/03/2023	64.61		243284		
I-4159164983	MAT RENTALS-KL	R	7/03/2023	161.39		243284		
I-4159863315	MAT RENTAL - ACC	R	7/03/2023	64.61		243284		
I-6159955221	BANQUET SUPPLY RENTALS-OC	R	7/03/2023	154.90		243284		1,029.80
	*** VENDOR TOTALS ***					1 CHECKS		1,029.80
011867	JOHN CLARK							
I-AFD30079	PATIENT REFUND - FD	R	7/03/2023	88.76		243285		88.76
	*** VENDOR TOTALS ***					1 CHECKS		88.76
009033	EDWARD J/THERESA M VAN BUREN I							
I-1006	MUZZLE/COLLAR - PD K9	R	7/03/2023	415.00		243286		415.00
	*** VENDOR TOTALS ***					1 CHECKS		415.00
008507	COMMERCIAL RECREATION SPECIALI							
I-0022957	SPLASH PAD PARTS -SUNRISE	R	7/03/2023	635.00		243287		
I-0023087	SPLASH PAD PARTS -SUNRISE	R	7/03/2023	635.00		243287		1,270.00
	*** VENDOR TOTALS ***					1 CHECKS		1,270.00
000595	CORE & MAIN LP							
I-INV0001426	ENVIRO CONE - TRFC	R	7/03/2023	1,110.00		243288		
I-INV0001430	ENVIRO CONE - TRFC	R	7/03/2023	1,110.00		243288		2,220.00
	*** VENDOR TOTALS ***					1 CHECKS		2,220.00
008408	CRAMER AND ASSOCIATES, INC							
I-PAY 15-HTT EXT/MAG PAY 15-HTT EXT-MAG/ORALABOR		E	7/06/2023	38,781.11		007455		38,781.11
	*** VENDOR TOTALS ***					1 CHECKS		38,781.11
008494	JAKE CUSACK							
I-06/09/2023 MEAL	6/9/23 MEAL REIMBURSEMENT	E	7/06/2023	17.01		007483		17.01
	*** VENDOR TOTALS ***					1 CHECKS		17.01
000146	CENTURY HOMES CO							
I-67445IN	HERBICIDE/MOUND BLKS - PRSC	R	7/03/2023	626.05		243289		
I-67655IN	MARKING POWDER - PRSC	R	7/03/2023	1,428.00		243289		
I-67657IN	ACELEPRYN - PRSC	R	7/03/2023	1,578.00		243289		
I-67658IN	DURAPITCH MOUND - PRSC	R	7/03/2023	77.88		243289		3,709.93
	*** VENDOR TOTALS ***					1 CHECKS		3,709.93

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001003	ED DANIELS							
I-111249	FILTERS -CH	E	7/06/2023	167.47		007425		
I-111467	FILTERS -FS3	E	7/06/2023	56.67		007425		224.14
	*** VENDOR TOTALS ***					1 CHECKS		224.14
009427	AMY DAWSON							
I-04/23-06/23FITNESS	4/23-6/23 FITNESS	E	7/06/2023	54.00		007487		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
003359	KEVIN DEAVER							
I-05/23-06/23M.ARTS	FY23 MARTIAL ARTS MAY-JUN	E	7/06/2023	2,407.20		007435		2,407.20
	*** VENDOR TOTALS ***					1 CHECKS		2,407.20
000105	DEERE & COMPANY							
I-RES#2011-410 FY23	2023 TIF REBATE-SPRAYER FACILI	R	6/30/2023	282,368.00		243247		
I-RES#2013-334 FY23	2023 TIF REBATE-OFFICE	R	6/30/2023	70,114.00		243247		352,482.00
	*** VENDOR TOTALS ***					1 CHECKS		352,482.00
004623	DES MOINES AREA MPO							
I-266	FY24 ASSESSMENT DUES	R	7/03/2023	70,287.00		243290		70,287.00
	*** VENDOR TOTALS ***					1 CHECKS		70,287.00
000843	THE DES MOINES REGISTER							
I-5656982	05/2023 LEGAL PUBLICATIONS	E	7/06/2023	2,008.90		007422		2,008.90
	*** VENDOR TOTALS ***					1 CHECKS		2,008.90
000161	DEWEY FORD INC							
I-607076 FOW	UNIT #109 PARTS	R	7/03/2023	30.77		243291		
I-607088 FOW	UNIT #109 PARTS	R	7/03/2023	54.05		243291		
I-607177 FOW	UNIT #90 PARTS	R	7/03/2023	55.19		243291		140.01
	*** VENDOR TOTALS ***					1 CHECKS		140.01
011431	DINNER DELIGHTS							
I-06/11/2023	06/11/23 DINNER DELIGHTS CLASS	R	7/03/2023	889.00		243292		889.00
	*** VENDOR TOTALS ***					1 CHECKS		889.00
006399	DIRECTV							
I-013989570X230619	06/18/23-07/17/23 SERVICES-FD	R	7/03/2023	148.01		243293		148.01
	*** VENDOR TOTALS ***					1 CHECKS		148.01
001840	KEVIN DITSWORTH							
I-06/08/2023 MEAL	6/08/23 MEAL REIMBURSEMENT	R	7/03/2023	15.68		243294		15.68
	*** VENDOR TOTALS ***					1 CHECKS		15.68

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004568	DOLL DISTRIBUTING LLC							
I-1270857	ALCOHOL FOR RESALE -HAWKEYE	E	7/06/2023	593.90		007437		
I-1273132	ALCOHOL FOR RESALE-OC	E	7/06/2023	1,499.40		007437		
I-1276102	ALCOHOL FOR RESALE-HAWKEYE	E	7/06/2023	576.25		007437		
I-1278188	ALCOHOL FOR RESALE - OC	E	7/06/2023	784.45		007437		3,454.00
	*** VENDOR TOTALS ***					1 CHECKS		3,454.00
002143	DOORS INC							
I-335445	MOTHER BOARD FOR DOOR-MP	E	7/06/2023	935.60		007431		935.60
	*** VENDOR TOTALS ***					1 CHECKS		935.60
007346	BRANDON DYER							
I-06/08/2023 MEAL	6/8/23 MEAL	E	7/06/2023	16.75		007481		16.75
	*** VENDOR TOTALS ***					1 CHECKS		16.75
004995	ECHO GROUP INC							
I-S010076111.001	PHOTO CELL - TRAFFIC	E	7/06/2023	287.04		007441		287.04
	*** VENDOR TOTALS ***					1 CHECKS		287.04
006319	EDWARD DON AND COMPANY							
I-30416579	BANQUET SUPPLIES RESALE - OC	R	7/03/2023	381.83		243295		381.83
	*** VENDOR TOTALS ***					1 CHECKS		381.83
000186	ELECTRONIC ENGINEERING							
I-120015313-1	LIGHT BAR REPAIRS - PD	E	7/06/2023	195.75		007411		195.75
	*** VENDOR TOTALS ***					1 CHECKS		195.75
008988	ELITE GLASS & METAL LLC							
I-SM-19686	LEAK REPAIRS - KL	R	7/03/2023	680.00		243296		680.00
	*** VENDOR TOTALS ***					1 CHECKS		680.00
005418	EMPLOYEE & FAMILY RESOURCES IN							
I-681-6902	EAP SERVICES	R	7/03/2023	4,903.82		243297		4,903.82
	*** VENDOR TOTALS ***					1 CHECKS		4,903.82
007151	GRISWOLD INDUSTRIES							
I-871105	WATER MAINT SUPPLIES - MU	R	7/03/2023	500.00		243298		500.00
	*** VENDOR TOTALS ***					1 CHECKS		500.00
005478	EXCEL MECHANICAL COMPANY INC							
I-163343	HVAC REAIRS -KL	E	7/06/2023	346.00		007445		
I-163344	HVAC REPAIRS -WTR SHOP	E	7/06/2023	117.42		007445		
I-163345	HVAC REPAIRS - OC	E	7/06/2023	272.86		007445		
I-163737	ROOF DRAIN REPAIRS- PSB	E	7/06/2023	559.92		007445		1,296.20
	*** VENDOR TOTALS ***					1 CHECKS		1,296.20

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003468	FAIR-PLAY SCOREBOARDS							
I-1604217	SCOREBOARD REPAIRS-PRSC	R	7/03/2023	730.00		243299		730.00
	*** VENDOR TOTALS ***					1 CHECKS		730.00
004235	FAITH BAPTIST BIBLE COLLEGE							
I-2023SPIKEFEST CAMP	SPIKEFEST VBALL CAMP	E	7/06/2023	8,862.00		007436		8,862.00
	*** VENDOR TOTALS ***					1 CHECKS		8,862.00
008926	NICK FAZIO							
I-03/2023 FITNESS	7/2022-3/2023 FITNESS RMBSMNT	R	6/26/2023	144.00		243242		
I-05/2023 FITNESS	04/23-05/23 FITNESS RMBSMNT	R	6/26/2023	36.00		243242		180.00
	*** VENDOR TOTALS ***					1 CHECKS		180.00
004991	WILLIAM FIGUEROA							
I-06/09/2023 MEAL	6/9/23 MEAL REIMBURSEMENT	E	7/06/2023	14.59		007440		14.59
	*** VENDOR TOTALS ***					1 CHECKS		14.59
011234	FIRE SERVICE TRAINING BUREAU							
I-232236	DOA CERT - K ELLIOTT	R	7/03/2023	50.00		243300		
I-232256	DOA CERT - C. WEDDLE	R	7/03/2023	50.00		243300		100.00
	*** VENDOR TOTALS ***					1 CHECKS		100.00
002078	FOTH & VAN DYKE LLC							
I-PAY 3-NW STATE EXT	PAY 3-NW STATE STREET EXT	E	7/06/2023	48,422.90		007430		
I-PAY14-N 4M CREEK	PAY 14-N 4MILE CREEK TRNK SWR	E	7/06/2023	4,737.17		007430		53,160.07
	*** VENDOR TOTALS ***					1 CHECKS		53,160.07
011377	STRAND ASSOCIATES, INC.							
I-0197701 #26	PAY 26-ANKENY ASR	R	7/03/2023	13,381.15		243301		
I-7020.013 #2	PAY 2-36TH ST/38TH WTR MN LOOP	R	7/03/2023	15,355.75		243301		28,736.90
	*** VENDOR TOTALS ***					1 CHECKS		28,736.90
009329	JOSHUA FREEMAN							
I-06/08/2023 MEAL	6/8/23 MEAL REIMBURSEMENT	E	7/06/2023	10.20		007486		10.20
	*** VENDOR TOTALS ***					1 CHECKS		10.20
002330	NATHAN FRIEDERICH							
I-06/19/2023 MEAL	6/19/23 MEAL	E	7/06/2023	18.49		007477		18.49
	*** VENDOR TOTALS ***					1 CHECKS		18.49
003712	GALLS, LLC							
I-024714219	UNIFORMS - FD	R	7/03/2023	282.19		243302		
I-024791086	UNIFORMS - FD	R	7/03/2023	272.00		243302		554.19
	*** VENDOR TOTALS ***					1 CHECKS		554.19

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009681	GENERAL TRAFFIC CONTROLS, INC							
I-23351	CABINETS-NW 18TH ST	E	7/06/2023	54,690.00		007464		
I-23352	SIGNAL CABINETS-DELAWARE	E	7/06/2023	54,690.00		007464		109,380.00
	*** VENDOR TOTALS ***					1 CHECKS		109,380.00
004643	DEBRA L GERVAIS							
I-04/23-06/23	FITNESS 04/23 & 06/23 FITNESS	E	7/06/2023	36.00		007439		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00
006152	ANNETTE GRAEVE							
I-04/23-06/23	FITNESS 04/23-06/23 FITNESS REIMBRSMNT	E	7/06/2023	69.96		007478		69.96
	*** VENDOR TOTALS ***					1 CHECKS		69.96
009859	GRAHAM WAREHOUSE 3 LP							
I-RES#2017-040	FY23 22/23 TAX RABATE-GRAHAM WRHSE	R	6/30/2023	263,157.00		243248		263,157.00
	*** VENDOR TOTALS ***					1 CHECKS		263,157.00
000227	GRAINGER							
I-9692331532	TEST LEADS -OCM	E	7/06/2023	48.26		007412		
I-9699600004	PENETRANT AERSOSOL - LAKESIDE	E	7/06/2023	44.23		007412		
I-9734087688	TOWELETTS - CG	E	7/06/2023	42.56		007412		
I-9737785189	FOAM HAND SOAP - AC	E	7/06/2023	393.92		007412		528.97
	*** VENDOR TOTALS ***					1 CHECKS		528.97
011835	GRANITE EXCAVATING LLC							
I-ANKMU 165980 #2	PAY 2-S ANK BLVD TRNSMSN MN	R	7/03/2023	939,424.71		243303		939,424.71
	*** VENDOR TOTALS ***					1 CHECKS		939,424.71
006348	GRAZIANO BROTHERS INC							
I-235771	FOOD FOR RESALE - OC	E	7/06/2023	262.50		007450		262.50
	*** VENDOR TOTALS ***					1 CHECKS		262.50
011857	DAVID HALLDORSON							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	50.00		243304		50.00
	*** VENDOR TOTALS ***					1 CHECKS		50.00
011858	JAMISON HALLER							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	329.95		243305		329.95
	*** VENDOR TOTALS ***					1 CHECKS		329.95
010205	BRIAN MATHIS							
I-191	POLYGRAPH SVCS - PD	R	7/03/2023	350.00		243306		350.00
	*** VENDOR TOTALS ***					1 CHECKS		350.00

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001978	HAWKINS INC							
I-6480804	SCREWS - MU	R	7/03/2023	72.88		243307		72.88
	*** VENDOR TOTALS ***					1 CHECKS		72.88
003452	HDR ENGINEERING INC							
I-10345779 #11	PAY 11- NW IRVNDLE STRGE TNK	R	7/03/2023	4,620.00		243308		4,620.00
	*** VENDOR TOTALS ***					1 CHECKS		4,620.00
011660	HGS, LLC							
I-PAY 3-ROCK CRK GRN	PAY 3-ROCK CRK GRNBLT VEG	R	7/03/2023	10,944.67		243309		10,944.67
	*** VENDOR TOTALS ***					1 CHECKS		10,944.67
010211	HONEYBEAR LLC							
I-06/12/23-06/15/23	FY23 AR WORKSHOP JUNE 12	R	7/03/2023	1,620.00		243310		1,620.00
	*** VENDOR TOTALS ***					1 CHECKS		1,620.00
003098	HOTSY CLEANING SYSTEMS IN							
I-0215066-IN	RIPPER - PRSC	E	7/06/2023	80.25		007434		80.25
	*** VENDOR TOTALS ***					1 CHECKS		80.25
005531	HR GREEN INC							
I-163206 #10	PAY 10-STATE ST FIBER RELOCATE	E	7/06/2023	897.00		007446		897.00
	*** VENDOR TOTALS ***					1 CHECKS		897.00
009027	HUMANA HEALTH CARE PLANS							
I-AFD30856	PATIENT REFUND - FD	R	7/03/2023	282.25		243311		282.25
	*** VENDOR TOTALS ***					1 CHECKS		282.25
008463	HY-VEE INC							
I-RES#2017-296 FY23	2023 HY-VEE TIF REBATE	R	6/30/2023	247,273.00		243249		247,273.00
	*** VENDOR TOTALS ***					1 CHECKS		247,273.00
009565	INFOSEND INCORPORATED							
I-240068	05/2023 MAIL SERVICES	R	7/03/2023	11,438.85		243312		11,438.85
	*** VENDOR TOTALS ***					1 CHECKS		11,438.85
000265	INTERNATIONAL ASSOCIATION OF							
I-FY24 #7060030	FY24 MBRSHR RNWL-M. VILLAMAGNA	E	7/06/2023	120.00		007413		120.00
	*** VENDOR TOTALS ***					1 CHECKS		120.00
000407	INTERSTATE ALL BATTERY CENTER							
I-1925901007536	UNIT #628 CORE CHG EXCHNG-PRSC	R	7/03/2023	113.70		243313		113.70
	*** VENDOR TOTALS ***					1 CHECKS		113.70

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000266	INTERSTATE BATTERY SYSTEM							
I-50001985	UNIT #79 BATTERY	E	7/06/2023	209.95		007414		
I-50002005	BATTERY - SQUAD CARS	E	7/06/2023	64.00		007414		273.95
	*** VENDOR TOTALS ***					1 CHECKS		273.95
002156	IOWA BEVERAGE SYSTEMS INC							
I-W-4749686	ALCOHOL FOR RESALE -HAWKEYE	R	7/03/2023	672.00		243314		
I-W-4752867	ALCOHOL FOR RESALE-OC	R	7/03/2023	1,921.15		243314		
I-W-4759015	BEVERAGES FOR RESALE - OC	R	7/03/2023	561.95		243314		3,155.10
	*** VENDOR TOTALS ***					1 CHECKS		3,155.10
005403	IOWA COMMUNITIES ASSURANCE POO							
I-4A2302P9J7V-0001	ICAP DEDUCT 4A2302P9J7V-0001	R	7/03/2023	365.00		243315		365.00
005403	IOWA COMMUNITIES ASSURANCE POO							
I-R0408PC2023-1 FY24	7/16/23-7/15/24 GEN INS RENEWL	R	7/03/2023	535,103.00		243316		535,103.00
	*** VENDOR TOTALS ***					2 CHECKS		535,468.00
000269	IOWA DEPT OF TRANSPORTATION							
I-CI-0016073	SIGN POSTS - TRFC	R	7/03/2023	7,960.40		243317		7,960.40
	*** VENDOR TOTALS ***					1 CHECKS		7,960.40
005014	IOWA LEAGUE OF CITIES							
I-098127	2023 MAYOR ASSOCIATION DUES	R	7/03/2023	30.00		243318		
I-099203	FY24 MEMBERSHIP DUES	R	7/03/2023	17,647.00		243318		17,677.00
	*** VENDOR TOTALS ***					1 CHECKS		17,677.00
011763	IOWA POND GUY, LLC							
I-3890	POND MAINTENANCE - PRSC	E	7/06/2023	1,436.00		007470		1,436.00
	*** VENDOR TOTALS ***					1 CHECKS		1,436.00
000272	IOWA PRISON INDUSTRIES							
I-035860	TYPE III BRRCADES-RAGBRAI	R	7/03/2023	8,377.20		243319		
I-035894	LANDSCAPE BED SIGN -PKS MNT	R	7/03/2023	29.50		243319		
I-035980	LANDSCAPE BED SIGN-PKS MNT	R	7/03/2023	28.10		243319		8,434.80
	*** VENDOR TOTALS ***					1 CHECKS		8,434.80
005419	IOWA SPORTS TURF MANAGERS ASSO							
I-01537	6/21/23 FORT DODGE WORKSHOP	R	7/03/2023	40.00		243320		40.00
	*** VENDOR TOTALS ***					1 CHECKS		40.00
004645	ERIC C JENSEN							
I-05/2023-06/2023	05/23-06/23 FITNESS	R	7/03/2023	36.00		243321		36.00
	*** VENDOR TOTALS ***					1 CHECKS		36.00

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007827	JEO CONSULTING GROUP INC							
I-222064 #3	PAY 3-TRANSPORTATN MSTR PLAN	E	7/06/2023	38,156.25		007453		38,156.25
	*** VENDOR TOTALS ***					1 CHECKS		38,156.25
006326	JOHNSON BROTHERS OF IOWA							
I-1862297	ALCOHOL FOR RESALE-OC	R	7/03/2023	1,363.70		243322		
I-1862298	ALCOHOL FOR RESALE-OC	R	7/03/2023	40.39		243322		1,404.09
	*** VENDOR TOTALS ***					1 CHECKS		1,404.09
007255	ELLIOTT JOSEPHSON							
I-06/03/2023BOOTS	06/2023 BOOT REIMBURSEMENT	E	7/06/2023	139.09		007480		139.09
	*** VENDOR TOTALS ***					1 CHECKS		139.09
009407	JT WORKS LLC							
I-13-201/18-336 FY23	2023 WOODMAN TIF REBATE	R	6/30/2023	154.00		243250		154.00
	*** VENDOR TOTALS ***					1 CHECKS		154.00
000292	KARL CHEVROLET INC							
C-CM17818 CWR	CR: UNIT #315 PARTS	R	7/03/2023	46.90CR		243323		
I-17818 CWR	UNIT #315 PARTS	R	7/03/2023	235.90		243323		
I-17826 CWI	UNIT #315 PARTS	R	7/03/2023	133.15		243323		322.15
	*** VENDOR TOTALS ***					1 CHECKS		322.15
000065	RENEWABLE ENERGY GROUP INC							
I-572709	6/14/23 UNLEADED/DIESEL	E	7/06/2023	1,212.11		007410		
I-572710	UNLEADED87/DIESEL -PKS	E	7/06/2023	665.63		007410		
I-572793	6/19 DIESEL/UNLEADED 87-OC	E	7/06/2023	2,499.34		007410		4,377.08
	*** VENDOR TOTALS ***					1 CHECKS		4,377.08
000581	MIDWEST MOTOR SUPPLY CO INC							
I-101126991	TOWELETTES - CG	E	7/06/2023	54.13		007421		54.13
	*** VENDOR TOTALS ***					1 CHECKS		54.13
000908	KIRKHAM MICHAEL & ASSOCIATES I							
I-93509 #1	PAY 1-NE 62ND ST BOX CULVERT	E	7/06/2023	3,400.00		007423		3,400.00
	*** VENDOR TOTALS ***					1 CHECKS		3,400.00
011848	DLF USA INC							
I-SI-2318991	SUN & SHADE MIX - MU	E	7/06/2023	414.00		007474		414.00
	*** VENDOR TOTALS ***					1 CHECKS		414.00
011859	SETH LAMB							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	75.00		243324		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00

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011480	BRADY LANGGAARD							
I-06/10/2023 SHOES	06/10/23 SHOE REIMBURSEMENT	E	7/06/2023	124.95		007498		124.95
	*** VENDOR TOTALS ***					1 CHECKS		124.95
011406	LATITUDE 41 LAWN AND LANDSCAPE							
I-8695	NUISANCE MOWING SERVICES	E	7/06/2023	90.00		007497		90.00
	*** VENDOR TOTALS ***					1 CHECKS		90.00
000883	THE LAURIDSEN GROUP INC							
I-AGREE 5/19/03 FY23	2023 LGI BUSINESS PK TIF REBAT	R	6/30/2023	68,059.00		243251		68,059.00
	*** VENDOR TOTALS ***					1 CHECKS		68,059.00
011845	LESTER MECHANICAL LLC							
I-229841	COMPRESSOR REPAIRS - CG	E	7/06/2023	907.28		007473		907.28
	*** VENDOR TOTALS ***					1 CHECKS		907.28
000039	TAMARA LEWTON							
I-06/2023Y.TENNIS	TENNIS CLINICS JUNE	R	7/03/2023	6,765.00		243325		6,765.00
	*** VENDOR TOTALS ***					1 CHECKS		6,765.00
011847	LIFETIME FITNESS							
I-06/23 PICKLEBALL	06/2023 PICKLEBALL CLINICS	R	7/03/2023	771.20		243326		771.20
	*** VENDOR TOTALS ***					1 CHECKS		771.20
000470	LUMEN							
I-644744844	6/12/2023 STATEMENT	E	7/06/2023	690.21		007419		690.21
	*** VENDOR TOTALS ***					1 CHECKS		690.21
010704	MAINSTAY SYSTEMS OF IOWA LLC							
I-1769	5/1/23-7/31/23 MONTHLY MAINT	R	7/03/2023	237.00		243327		237.00
	*** VENDOR TOTALS ***					1 CHECKS		237.00
008131	MARTIN BROTHERS DISTRIBUTING C							
I-1036550	FOOD FOR RESALE - CFAC	E	7/06/2023	2,830.58		007454		
I-1041728	FOOD FOR RESALE - CFAC	E	7/06/2023	1,602.60		007454		
I-1045465	FUEL FOR RESALE - CFAC	E	7/06/2023	825.58		007454		
I-1047508	FOOD FOR RESALE - CFAC	E	7/06/2023	714.45		007454		
I-1050867	FOOD FOR RESALE-PRAC/HAWKEYE	E	7/06/2023	679.75		007454		
I-1050868	FOOD FOR RESALE - CFAC	E	7/06/2023	2,013.00		007454		
I-1059909	FOOD FOR RESALE - PRAC	E	7/06/2023	949.80		007454		9,615.76
	*** VENDOR TOTALS ***					1 CHECKS		9,615.76
009346	MARY'S CLEANING CARE INC							
I-32540	JUNE CLEANINGS -LAKESIDE	R	7/03/2023	1,050.00		243328		
I-32541	JUNE CLEANINGS -OEC	R	7/03/2023	570.00		243328		
I-32576	JUNE CLEANINGS - CH	R	7/03/2023	829.00		243328		
I-32578	06/2023 CLEANINGS -KL	R	7/03/2023	7,845.00		243328		
I-32579	JUNE CLEANINGS - PSB	R	7/03/2023	1,190.00		243328		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-32580	JUNE CLEANING - PD	R	7/03/2023	2,889.00		243328		
I-32581	JUNE CLEANINGS - ACC	R	7/03/2023	1,645.00		243328		16,018.00
			*** VENDOR TOTALS ***			1 CHECKS		16,018.00
004747	MENARDS							
I-86767	BATTERIES/CAT6/K&M/FLTR-TRFC	R	7/03/2023	202.49		243329		
I-87056	ROUNDUP - MU	R	7/03/2023	38.80		243329		
I-87273	GFCI - OCM	R	7/03/2023	52.34		243329		
I-87367	BRIDGE SPINES-CFAC	R	7/03/2023	5.31		243329		
I-87419	IRRIGATION SUPPLIES - CFAC	R	7/03/2023	395.67		243329		
I-87482	SCREWS - FD	R	7/03/2023	1.74		243329		
I-87484	VALVE/SPIKE/WSHR/HOSE MNDR-MU	R	7/03/2023	12.24		243329		
I-87536	IRRIGATION SUPPLIES -PKS	R	7/03/2023	211.44		243329		
I-87624	BLANK/TOGGLE/SWTCHPLTE-FD	R	7/03/2023	23.70		243329		
I-87648	PURDY/SWIK FRAME/BRSH-PD	R	7/03/2023	26.96		243329		
I-87649	GROUT TOOL/CAULK - KL	R	7/03/2023	31.26		243329		
I-87673	SOAP/NIPPLE/CPLNG/ADPTR-PKS	R	7/03/2023	39.32		243329		
I-87674	LAMPS/STIX/BRKT/TAPE-PD	R	7/03/2023	86.31		243329		
I-87783	TRAY LINERS/COVER/PURDY-PD	R	7/03/2023	36.21		243329		1,163.79
			*** VENDOR TOTALS ***			1 CHECKS		1,163.79
001931	METRO WASTE AUTHORITY							
I-70023328	05/2023 MONTHLY CURB-IT FEES	R	6/26/2023	98,595.36		243243		98,595.36
			*** VENDOR TOTALS ***			1 CHECKS		98,595.36
000271	MIDAMERICAN ENERGY COMPANY							
I-540388835	6/07/23 STATEMENT	E	7/06/2023	10.00		007415		
I-FY24#1 1695158009	6/13/2023 STATEMENT	E	7/06/2023	130,869.16		007415		130,879.16
			*** VENDOR TOTALS ***			1 CHECKS		130,879.16
011606	MIDWEST CRITICAL POWER LLC							
I-1312	FS#2 GENERATOR REPAIR	R	7/03/2023	1,504.00		243330		
I-1385	GENERATOR REPAIRS - PD	R	7/03/2023	783.18		243330		
I-1423	FS#3 GENERATOR REPAIRS	R	7/03/2023	546.55		243330		2,833.73
			*** VENDOR TOTALS ***			1 CHECKS		2,833.73
000945	MIDWEST WHEEL COMPANIES							
I-3274275-00	UNIT #232 SPRING BRAKE	R	7/03/2023	53.60		243331		53.60
			*** VENDOR TOTALS ***			1 CHECKS		53.60
001019	KORY J MILLER							
I-06/2023 MEALS	06/12/23-06/15/23 MEALS	R	7/03/2023	49.77		243332		49.77
			*** VENDOR TOTALS ***			1 CHECKS		49.77

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VENDOR I.D.	NAME	STATUS	CHECK	INVOICE	DISCOUNT	CHECK	CHECK	CHECK
			DATE			NO	STATUS	AMOUNT
1	ALEXANDER, KATIE							
I-000202306280044	US REFUND	R	7/03/2023	97.35		243381		97.35
1	ARMOR ELECTRIC							
I-000202306280053	US REFUND	R	7/03/2023	100.00		243382		100.00
1	BAIER, SHAWN M							
I-000202306280035	US REFUND	R	7/03/2023	99.92		243383		99.92
1	BRETEY, NATALIE							
I-000202306280031	US REFUND	R	7/03/2023	48.95		243384		48.95
1	DAVIS, CHRISTIAN							
I-000202306280039	US REFUND	R	7/03/2023	99.83		243385		99.83
1	FALEY, HAYLEY							
I-000202306280055	US REFUND	R	7/03/2023	59.44		243386		59.44
1	FEWSON, PAYTON							
I-000202306280049	US REFUND	R	7/03/2023	90.74		243387		90.74
1	FLESHER, AARON							
I-000202306280046	US REFUND	R	7/03/2023	38.10		243388		38.10
1	GARRISON, MATTHEW							
I-000202306280026	US REFUND	R	7/03/2023	51.21		243389		51.21
1	GORDY, JAMES							
I-000202306280040	US REFUND	R	7/03/2023	49.01		243390		49.01
1	HEATH, SHELBY							
I-000202306280029	US REFUND	R	7/03/2023	87.59		243391		87.59
1	HOFFMAN, HALEY							
I-000202306280050	US REFUND	R	7/03/2023	100.00		243392		100.00
1	HOLTZ, ABIGAIL							
I-000202306280038	US REFUND	R	7/03/2023	59.62		243393		59.62
1	HURT, NATHANIEL							
I-000202306280034	US REFUND	R	7/03/2023	10.77		243394		10.77
1	KROLL, JOSEPH							
I-000202306280025	US REFUND	R	7/03/2023	52.81		243395		52.81

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1	LEE, JEANETTE							
I-000202306280036	US REFUND	R	7/03/2023	99.38		243396		99.38
1	MACE, LUKE							
I-000202306280024	US REFUND	R	7/03/2023	59.46		243397		59.46
1	MAEDER, HUNTER							
I-000202306280032	US REFUND	R	7/03/2023	58.56		243398		58.56
1	MCALLISTER, JOHN							
I-000202306280047	US REFUND	R	7/03/2023	74.33		243399		74.33
1	MCKENNA, LAURA							
I-000202306280043	US REFUND	R	7/03/2023	100.00		243400		100.00
1	NETUSIL, CODY							
I-000202306280027	US REFUND	R	7/03/2023	57.59		243401		57.59
1	NGO, VY							
I-000202306280037	US REFUND	R	7/03/2023	38.31		243402		38.31
1	PARKS CUSTOM HOMES							
I-000202306280033	US REFUND	R	7/03/2023	123.04		243403		123.04
1	PICK, MATTHEW							
I-000202306280030	US REFUND	R	7/03/2023	100.00		243404		100.00
1	POLING, NICOLE							
I-000202306280051	US REFUND	R	7/03/2023	94.72		243405		94.72
1	PRATUM							
I-000202306280054	US REFUND	R	7/03/2023	12.42		243406		12.42
1	ROSS, DRAKE							
I-000202306280042	US REFUND	R	7/03/2023	89.42		243407		89.42
1	SAMPLE, LUCAS							
I-000202306280041	US REFUND	R	7/03/2023	94.72		243408		94.72
1	SNYDER, NATALEE							
I-000202306280052	US REFUND	R	7/03/2023	91.36		243409		91.36
1	TRUEG, HALEY							
I-000202306280056	US REFUND	R	7/03/2023	35.71		243410		35.71

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1	VARGAS, CESAR							
I-000202306280028	US REFUND	R	7/03/2023	55.90		243411		55.90
1	WAGNER, EMILY							
I-000202306280045	US REFUND	R	7/03/2023	86.78		243412		86.78
1	WALKER, NICHOLAS							
I-000202306280048	US REFUND	R	7/03/2023	51.51		243413		51.51
	*** VENDOR TOTALS ***					33 CHECKS		2,368.55
000927	MITCHELL REPAIR INFORMATION CO							
I-29413936	AUTO REPAIR SOFTWARE	R	7/03/2023	2,640.00		243333		2,640.00
	*** VENDOR TOTALS ***					1 CHECKS		2,640.00
009935	QIAN FRANCES MOSS							
I-06/17/2023 YOGA	6/17/23 YOGA	R	7/03/2023	25.00		243334		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
006447	MSA PROFESSIONAL SERVICES INC							
I-R09085056.0-5 #5	PAY 5-UPTOWN PARKING IMP	R	7/03/2023	8,260.00		243335		8,260.00
	*** VENDOR TOTALS ***					1 CHECKS		8,260.00
006756	MTI DISTRIBUTING INC							
I-1389581-00	UNIT #652 BLADE ROTARY	R	7/03/2023	56.09		243336		
I-1390092-00	UNIT #652 BLADE ROTARY-PRSC	R	7/03/2023	181.65		243336		
I-1391097-00	FALCON SERIES 4" KL	R	7/03/2023	114.40		243336		
I-1391099-00	IRRIGATION PARTS -PRAC	R	7/03/2023	116.03		243336		468.17
	*** VENDOR TOTALS ***					1 CHECKS		468.17
009024	BROCK MUHLBAUER							
I-04/23-06/23FITNESS	04/23-06/23 FITNESS	E	7/06/2023	54.00		007484		
I-06/09/2023 MEAL	6/9/23 MEAL REIMBURSEMENT	E	7/06/2023	12.35		007484		66.35
	*** VENDOR TOTALS ***					1 CHECKS		66.35
003057	NAPA AUTO PARTS							
C-2986-714827	CR: SPRING BRAKE - CG	R	7/03/2023	282.98CR		243337		
C-2986-714979	CR: AIR FILTER - CG	R	7/03/2023	1.99CR		243337		
I-2986-714116	CHAMBER PARTS - CG	R	7/03/2023	316.94		243337		
I-2986-714378	OIL/AIR FILTERS - CG	R	7/03/2023	91.79		243337		
I-2986-714386	O-RING KIT - CG	R	7/03/2023	107.99		243337		
I-2986-714387	WRENCH - CG	R	7/03/2023	38.48		243337		
I-2986-714610	LIGHT BULBS - MU	R	7/03/2023	18.90		243337		
I-2986-714645	BARRICADE HOSE - OCM	R	7/03/2023	49.06		243337		
I-2986-714662	REFLECTOR - AMBULANCES	R	7/03/2023	4.24		243337		
I-2986-714729	UNIT #811 NAPA GOLD OIL FLTR	R	7/03/2023	4.26		243337		
I-2986-714731	UNIT #132 LED	R	7/03/2023	14.76		243337		
I-2986-714770	T-30 - CG	R	7/03/2023	12.48		243337		
I-2986-714845	UNIT #174 STEERING GEAR/CORE	R	7/03/2023	589.17		243337		

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			DATE	AMOUNT		NO	STATUS	AMOUNT
I-2986-714875	SPARK PLUG - STREETS	R	7/03/2023	6.44		243337		
I-2986-714891	UNIT #250 PARTS	R	7/03/2023	373.45		243337		
I-2986-714946	UNIT #274 PARTS	R	7/03/2023	10.49		243337		
I-2986-714978	OIL/FUEL/AIR FILTERS - CG	R	7/03/2023	99.71		243337		
I-2986-714993	SPARK PLUG - STREETS	R	7/03/2023	9.60		243337		
I-2986-715025	SOCKET - CG	R	7/03/2023	6.99		243337		
I-2986-715049	LEAK DETECTING KIT - CG	R	7/03/2023	136.10		243337		
I-2986-715065	CAB FILTER - CG	R	7/03/2023	3.99		243337		
I-2986-715210	UNIT #116 AIR FILTER	R	7/03/2023	21.89		243337		
I-2986-715228	UNIT #109 PARTS	R	7/03/2023	148.53		243337		
I-2986-715338	UNIT #828/824/867/809 FILTERS	R	7/03/2023	23.55		243337		
I-2986-715357	UNIT #90 PARTS	R	7/03/2023	224.48		243337		
I-2986-715399	UNIT #688 PARTS	R	7/03/2023	19.30		243337		
I-2986-715429	UNIT #522 PARTS	R	7/03/2023	224.99		243337		
I-2986-715499	UNIT #921 PARTS	R	7/03/2023	88.23		243337		
I-2986-715501	DRY OIL - FD	R	7/03/2023	629.55		243337		
I-2986-715573	OIL - CG	R	7/03/2023	74.50		243337		3,064.89
	*** VENDOR TOTALS ***					1 CHECKS		3,064.89
008409	GOVERNMENTJOBS.COM INC							
I-INV-34610	814/23-8/13/24 RENEWAL	R	7/03/2023	1,769.00		243338		1,769.00
	*** VENDOR TOTALS ***					1 CHECKS		1,769.00
009901	NICHE ACADEMY LLC							
I-8290	NICHE ACADEMY RENEWAL-KL	R	7/03/2023	2,800.00		243339		2,800.00
	*** VENDOR TOTALS ***					1 CHECKS		2,800.00
009284	JERRY'S TRANSMISSION SERVICE I							
I-0041220	UNIT #118 PARTS	E	7/06/2023	225.00		007461		225.00
	*** VENDOR TOTALS ***					1 CHECKS		225.00
005081	NORTHSTAR POWER LLC							
I-RES#2013-333	FY23 2023 NORTHSTAR TIF REBATE	R	6/30/2023	113,134.00		243252		113,134.00
	*** VENDOR TOTALS ***					1 CHECKS		113,134.00
011802	BRENDEN HANNAH							
I-2023-171	LOCKERS FOR PSB	R	7/03/2023	3,381.37		243340		3,381.37
	*** VENDOR TOTALS ***					1 CHECKS		3,381.37
003727	ODP BUSINESS SOLUTIONS, LLC							
I-314953356001	PAPER/PENS/MISC - KL	R	7/03/2023	308.35		243341		
I-314988208001	OFFICE SUPPLIES - PSB	R	7/03/2023	258.39		243341		
I-315023759001	PENS/POST IT NOTES - PSB	R	7/03/2023	19.35		243341		
I-315672028001	OFFICE/BREAKROOM SUPPLIES-PSB	R	7/03/2023	122.23		243341		708.32
	*** VENDOR TOTALS ***					1 CHECKS		708.32

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010122	LG PLAYGROUNDS LLC							
I-3421	PLAYGROUD PARTS - PKS	R	7/03/2023	861.00		243342		861.00
	*** VENDOR TOTALS ***					1 CHECKS		861.00
007878	OVERDRIVE INC							
I-06497C023155775	MULTIMEDIA - KL	R	7/03/2023	126.99		243343		
I-06497C023182747	MULTIMEDIA - KL	R	7/03/2023	27.50		243343		
I-06497DA23130769	MULTIMEDIA - KL	R	7/03/2023	8.99		243343		
I-06497DA23164821	MULTIMEDIA- KL	R	7/03/2023	35.54		243343		
I-06497DA23181185	MULTIMEDIA - KL	R	7/03/2023	27.50		243343		
I-06497DA23188268	MULTIMEDIA - KL	R	7/03/2023	25.87		243343		252.39
	*** VENDOR TOTALS ***					1 CHECKS		252.39
011526	PBC GURU LLC							
I-INV-501790	LIBRARY SPEAKER CONSORTIUM	R	7/03/2023	3,500.00		243344		3,500.00
	*** VENDOR TOTALS ***					1 CHECKS		3,500.00
002717	PEPSI-COLA METROPOLITAN BOTTLI							
I-42053952	BEVERAGES FOR RESALE -CFAC	E	7/06/2023	983.54		007433		
I-47287105	BEVERAGES FOR RESALE-PRAC	E	7/06/2023	1,352.81		007433		
I-47463403	BEVERAGES FOR RESALE - OC	E	7/06/2023	912.49		007433		
I-49034361	BEVERAGES FOR RESALE - OC	E	7/06/2023	690.72		007433		
I-50918651	BEVERAGES FOR RESALE -CFAC	E	7/06/2023	437.18		007433		4,376.74
	*** VENDOR TOTALS ***					1 CHECKS		4,376.74
009158	PERFORMANCE FOODSERVICE - THOM							
I-7302320	FOOD FOR RESALE -OC	R	7/03/2023	756.26		243345		
I-7305766	FOOD FOR RESALE OC	R	7/03/2023	1,481.36		243345		
I-7308401	FOOD FOR RESALE - OC	R	7/03/2023	909.01		243345		
I-7311833	FOOD FOR RESALE - OC	R	7/03/2023	761.80		243345		
I-7314370	FOOD FOR RESALE - OC	R	7/03/2023	1,034.90		243345		4,943.33
	*** VENDOR TOTALS ***					1 CHECKS		4,943.33
010558	PERISHABLE DISTRIBUTORS							
I-RES#2017-298 FY23	2023 PDI TIF REBATE	R	6/30/2023	164,003.00		243253		164,003.00
	*** VENDOR TOTALS ***					1 CHECKS		164,003.00
003741	PETROLEUM MARKETERS							
I-FY2024	08/09/23-08/08/24 PREMIUM RNWL	R	7/03/2023	1,958.00		243346		1,958.00
	*** VENDOR TOTALS ***					1 CHECKS		1,958.00
003141	PIGOTT INC							
I-136500	NAME PLAQUES - ENG	R	7/03/2023	39.20		243347		39.20
	*** VENDOR TOTALS ***					1 CHECKS		39.20

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003387	PJ IOWA LC PAPA JOHN'S PIZZA							
I-159119	6/4 PIZZA CFAC	R	7/03/2023	97.50		243348		
I-159135	6/6 PIZZA CFAC	R	7/03/2023	112.50		243348		
I-159136	6/6 PIZZA PRAC	R	7/03/2023	37.50		243348		
I-159137	6/6 PIZZA CFAC	R	7/03/2023	45.00		243348		
I-159138	6/6 PIZZA CFAC	R	7/03/2023	112.50		243348		
I-159140	6/6 PIZZA CFAC	R	7/03/2023	45.00		243348		
I-159141	6/7 PIZZA CFAC	R	7/03/2023	67.50		243348		
I-159142	6/7 PIZZA PRAC	R	7/03/2023	45.00		243348		
I-159143	6/7 PIZZA CFAC	R	7/03/2023	75.00		243348		
I-159146	6/8 PIZZA PRAC	R	7/03/2023	45.00		243348		
I-159147	6/8 PIZZA CFAC	R	7/03/2023	67.50		243348		
I-159148	6/8 PIZZA CFAC	R	7/03/2023	67.50		243348		
I-159150	6/9 PIZZA CFAC	R	7/03/2023	75.00		243348		
I-159151	6/9 PIZZA PRAC	R	7/03/2023	37.50		243348		
I-159152	6/9 PIZZA CFAC	R	7/03/2023	90.00		243348		
I-159153	6/9 PIZZA CFAC	R	7/03/2023	105.00		243348		
I-159154	6/9 PIZZA PRAC	R	7/03/2023	15.00		243348		
I-159156	6/9 PIZZA CFAC	R	7/03/2023	67.50		243348		
I-159157	6/10 PIZZA PRAC	R	7/03/2023	22.50		243348		
I-159158	6/10 PIZZA CFAC	R	7/03/2023	52.50		243348		
I-159159	6/11 PIZZA CFAC	R	7/03/2023	45.00		243348		
I-159160	6/11 PIZZA PRAC	R	7/03/2023	30.00		243348		
I-159161	6/11 PIZZA CFAC	R	7/03/2023	15.00		243348		
I-159163	6/12 PIZZA PRAC	R	7/03/2023	30.00		243348		
I-159164	6/12 PIZZA CFAC	R	7/03/2023	67.50		243348		
I-159165	6/12 PIZZA CFAC	R	7/03/2023	60.00		243348		
I-159166	6/12 PIZZA CFAC	R	7/03/2023	45.00		243348		
I-159169	6/13 PIZZA CFAC	R	7/03/2023	112.00		243348		
I-159170	6/13 PIZZA PRAC	R	7/03/2023	37.50		243348		
I-159171	6/13 PIZZA CFAC	R	7/03/2023	45.00		243348		
I-159172	6/13 PIZZA CFAC	R	7/03/2023	82.50		243348		
I-159173	6/13 PIZZA PRAC	R	7/03/2023	15.00		243348		
I-159175	6/13 PIZZA PRAC	R	7/03/2023	22.50		243348		
I-159184	06/19 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159188	6/19 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159189	6/20 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159242	6/14 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159243	6/14 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159265	6/18 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159271	6/15 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159274	6/21 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		
I-159281	6/22 PIZZA HAWKEYE	R	7/03/2023	7.50		243348		1,957.00
*** VENDOR TOTALS ***						1 CHECKS		1,957.00

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000387	POLK COUNTY RECORDER							
I-6/21/2023	ANNEXATION	R	7/03/2023	702.00		243350		702.00
	*** VENDOR TOTALS ***					1 CHECKS		702.00
009386	POMP'S TIRE SERVICE, INC							
I-1400112619	UNIT #609 TIRES	E	7/06/2023	374.12		007462		
I-1400112657	UNIT #302 TIRES	E	7/06/2023	210.00		007462		584.12
	*** VENDOR TOTALS ***					1 CHECKS		584.12
005896	PRECISION UNDERGROUND UTILITIE							
I-10145	FO RELOCATION-18TH & ASH	R	7/03/2023	13,768.71		243351		13,768.71
	*** VENDOR TOTALS ***					1 CHECKS		13,768.71
003447	PURFOODS, LLC							
I-RES#2012-377 FY23	2023 PURFOODS TIF REBATE	R	6/30/2023	78,008.00		243254		78,008.00
003447	PURFOODS, LLC							
I-RES#2016-147 FY23	2023 PURFOODS II TIF REBATE	R	6/30/2023	95,107.00		243255		95,107.00
	*** VENDOR TOTALS ***					2 CHECKS		173,115.00
000344	QUICK SUPPLY CO							
I-QSC167582	FUTERRA - MU	E	7/06/2023	238.10		007416		238.10
	*** VENDOR TOTALS ***					1 CHECKS		238.10
005557	RACOM CORPORATION							
I-RI-230265	P25/BEON ACCESS - FD	E	7/06/2023	2,015.25		007447		
I-RI-230271	P25 ACCESS - PD	E	7/06/2023	2,612.73		007447		4,627.98
	*** VENDOR TOTALS ***					1 CHECKS		4,627.98
010224	FARON REED							
I-04/23-06/23FITNESS	04/23-06/23 FITNESS	E	7/06/2023	54.00		007491		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
005746	WALTER REED							
I-06/12/23-06/15/23	6/12-6/15/23 MEALS	R	7/03/2023	56.34		243352		56.34
	*** VENDOR TOTALS ***					1 CHECKS		56.34
008276	RELIANT FIRE APPARATUS INC							
I-5CI000031	SWITCH RELAY - FD	R	7/03/2023	217.41		243353		
I-5CI000033	MOUNT - FD	R	7/03/2023	28.34		243353		
I-5CI000035	SWITCH - FD	R	7/03/2023	213.82		243353		
I-5WI000198	TOWER REPAIRS - FD	R	7/03/2023	4,056.62		243353		4,516.19
	*** VENDOR TOTALS ***					1 CHECKS		4,516.19

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011822	JON RENSINK							
I-06/15/2023	BOOTS 06/15/2022 BOOTS	E	7/06/2023	118.40		007502		118.40
	*** VENDOR TOTALS ***					1 CHECKS		118.40
010281	VIKKI RINKER							
I-01/23-06/23	FITNESS 01/23-06/23 FITNESS	E	7/06/2023	54.00		007492		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
006366	ROTELLA'S ITALIAN BAKERY INC							
I-858664	FOOD FOR RESALE - OC	E	7/06/2023	67.78		007451		
I-858953	FOOD FOR RESALE - OC	E	7/06/2023	101.84		007451		
I-Y68133	FOOD FOR RESALE -OC	E	7/06/2023	137.88		007451		
I-Y70071	FOOD FOR RESALE - OC	E	7/06/2023	120.96		007451		
I-Y76275	FOOD FOR RESALE - OC	E	7/06/2023	73.78		007451		502.24
	*** VENDOR TOTALS ***					1 CHECKS		502.24
011860	CHRISTINE ROURICK							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	58.32		243354		58.32
	*** VENDOR TOTALS ***					1 CHECKS		58.32
008152	DISTRIBUTED WEBSITE CORP							
I-87844	FY24 SCHEDULER RENEWAL	R	7/03/2023	5,261.88		243355		5,261.88
	*** VENDOR TOTALS ***					1 CHECKS		5,261.88
011854	RUAN TRANSPORT CORPORATION							
I-RES#2018-484	FY23 2023 RUAN TRANS TIF REBATE	R	6/30/2023	44,649.00		243256		44,649.00
	*** VENDOR TOTALS ***					1 CHECKS		44,649.00
010149	FRANK SALTZ							
I-05/27/2023	YOGA 5/27/23 YOGA	E	7/06/2023	25.00		007490		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
011752	SALLY SHAVER DUBOIS							
I-06/15/2023	06/15/2023 BALLOON TWISTING	R	7/03/2023	250.00		243356		250.00
	*** VENDOR TOTALS ***					1 CHECKS		250.00
005570	SANDRY FIRE SUPPLY LLC							
I-INV-029152	GUIDE BAR/CHISEL CHAIN - FD	E	7/06/2023	660.00		007448		660.00
	*** VENDOR TOTALS ***					1 CHECKS		660.00
011861	ELAINE SCHRIVER							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	75.00		243357		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00

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006963	DAVID SCHUMACHER							
I-06/12/23-06/15/23	6/12-6/15/23 MEALS	E	7/06/2023	50.69		007479		
I-06/20/23 MEAL	6/20/23 MEALS	E	7/06/2023	19.06		007479		69.75
	*** VENDOR TOTALS ***					1 CHECKS		69.75
002872	SCIENCE CENTER OF IOWA							
I-1105230	SCI ADVENTURE PASS-KL	R	7/03/2023	450.00		243358		450.00
	*** VENDOR TOTALS ***					1 CHECKS		450.00
010821	KRISTINE SEXTON							
I-04/23-06/23FITNESS	04/23-06/23 FITNESS	E	7/06/2023	54.00		007496		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
009468	MAX SHELTON							
I-06/12/2023 MEAL	6/12/23 MEAL REIMBURSEMENT	E	7/06/2023	12.84		007488		12.84
	*** VENDOR TOTALS ***					1 CHECKS		12.84
004842	THE SHERWIN-WILLIAMS CO							
I-5386-0	PAINT -PD	R	7/03/2023	30.45		243359		
I-7323-1	PAINT -PD	R	7/03/2023	175.14		243359		205.59
	*** VENDOR TOTALS ***					1 CHECKS		205.59
008471	SHIVE-HATTERY INC							
I-2142205300-3	PAY #3 CIT SIGN DESIGN	E	7/06/2023	4,500.00		007456		
I-4185992-33	PAY 31-ANKENY SENIOR CENTER	E	7/06/2023	818.71		007456		5,318.71
	*** VENDOR TOTALS ***					1 CHECKS		5,318.71
011405	SHORT ELLIOTT HENDRICKSON INCO							
I-ANKMU 165980 #11	PAY 11-ANK BLVD TRNSMSN MN	E	7/06/2023	9,158.72		007467		9,158.72
	*** VENDOR TOTALS ***					1 CHECKS		9,158.72
001923	LOCAL GOVERNMENT PROFESSIONAL							
I-2023-IC-0195	ANNL WEB HSTING/PD COMP HSTNG	E	7/06/2023	525.00		007429		525.00
	*** VENDOR TOTALS ***					1 CHECKS		525.00
009078	SITEONE LANDSCAPE SUPPLY HOLDI							
I-131503402-001	IRRIGATION PARTS - PRSC	R	7/03/2023	1,642.94		243360		
I-131503402-002	COUPLING/PVC - PRSC	R	7/03/2023	208.60		243360		1,851.54
	*** VENDOR TOTALS ***					1 CHECKS		1,851.54
011862	LARRY SMITH							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	75.00		243361		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00

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000990	SNYDER & ASSOCIATES INC							
I-119.0290.01 #42	PAY 42-SE CROSSWINDS DR-RISE	E	7/06/2023	3,015.36		007424		
I-119.0975.01B #15	PAY 15-NTHLWN UTLTY IMP-PH2	E	7/06/2023	2,408.38		007424		
I-119.0975.01C #1	PAY 1-NTHLWN UTLTY IMP PH3	E	7/06/2023	5,378.00		007424		
I-120.0274.01 #29	PAY 29-HTT EXT MAG/ORLBR	E	7/06/2023	1,230.50		007424		
I-120.0315.01 #29	PAY 29-N ANK BLVD LNDSCP IMP	E	7/06/2023	12,975.65		007424		
I-120.1005.01 #31	PAY 31-NW 36TH WDNG-ASH/ANK B	E	7/06/2023	15,401.80		007424		
I-120.1113.01 #28	PAY 28-HTT TRNSMSN MN/DRNG	E	7/06/2023	18,611.96		007424		
I-121.0695.01 #23	PAY 23-DEWLRE RECON/5TH-18TH	E	7/06/2023	32,070.31		007424		
I-122.0108.01 #11	PAY 11-OC NORTH PARK IMPV	E	7/06/2023	1,758.93		007424		
I-122.0224.01 #12	PAY 12-CHERRY GLEN PK BALLFLD	E	7/06/2023	3,333.03		007424		
I-123.0680.01 #2	PAY 2-S ANK BLVD IMP-PETSN-1ST	E	7/06/2023	25,064.30		007424		121,248.22
	*** VENDOR TOTALS ***					1 CHECKS		121,248.22
003915	RACHEL SNYDER							
I-06/24/2023 YOGA	6/24/23 YOGA	R	7/03/2023	25.00		243362		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
011744	STEPHEN KIRKPATRICK SPORER							
I-06/10/23 YOGA	6/10/23 YOGA	R	7/03/2023	25.00		243363		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
004989	STANARD & ASSOCIATES INC							
I-SA000054483	POLICE POST TESTS - HR	R	7/03/2023	268.00		243364		268.00
	*** VENDOR TOTALS ***					1 CHECKS		268.00
002339	STAPLES CONTRACT & COMMERCIAL							
I-3539332993	COFFEE/STAPLES - PD	R	7/03/2023	247.46		243365		247.46
	*** VENDOR TOTALS ***					1 CHECKS		247.46
004250	GL DODGE CITY LLC							
I-167987	UNIT 607 PARK MAINT TRUCK	R	7/03/2023	32,960.50		243366		32,960.50
	*** VENDOR TOTALS ***					1 CHECKS		32,960.50
011487	STRETCH LAWN CARE							
I-06/17/23-06/23/23	6/17-6/23/23 SOUTH ZONE B	E	7/06/2023	6,208.37		007468		
I-3047	06/10-06/16/23 SOUTH ZONE B	E	7/06/2023	5,994.99		007468		12,203.36
	*** VENDOR TOTALS ***					1 CHECKS		12,203.36
011851	STRIDE BANK N.A.							
I-CASE 2023-789	CASE 2023-789 SUBPOENA FEES	E	7/06/2023	20.00		007475		20.00
	*** VENDOR TOTALS ***					1 CHECKS		20.00

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011494	MARY K STUDER							
	I-04/23-06/23FITNESS 4/23-6/23 FITNESS	E	7/06/2023	54.00		007499		54.00
	*** VENDOR TOTALS ***					1 CHECKS		54.00
001814	SWANK MOTION PICTURES INC							
	I-DB 3400322 6/9/23 LIGHTYEAR -P&R	E	7/06/2023	450.00		007427		
	I-DB 3403759 6/16/23 MINIONS	E	7/06/2023	450.00		007427		900.00
	*** VENDOR TOTALS ***					1 CHECKS		900.00
009409	FCH LLC							
	I-8242018 SYLVAN CAMPS 6/19-6/22/23	E	7/06/2023	2,528.00		007463		2,528.00
	*** VENDOR TOTALS ***					1 CHECKS		2,528.00
005089	SYNERGY CONTRACTING LLC							
	I-PAY 7-HTT WTR MN PAY 7-HTT WTR TRNS MN/DRNG	E	7/06/2023	2,107,126.84		007443		2,107,126.84
	*** VENDOR TOTALS ***					1 CHECKS		2,107,126.84
000124	SYSCO IOWA INC							
	I-339123981 FOOD FOR RESALE -PRAC	R	7/03/2023	595.50		243367		
	I-339126316 FOOD FOR RESALE - CFAC	R	7/03/2023	1,021.60		243367		
	I-339126317 FOOD FOR RESALE -PRAC	R	7/03/2023	541.12		243367		
	I-339127424 FOOD FOR RESALE-OC	R	7/03/2023	602.04		243367		
	I-339129459 FOOD FOR RESALE - OC	R	7/03/2023	20.55		243367		
	I-339130512 FOOD FOR RESALE - CFAC	R	7/03/2023	517.51		243367		
	I-339131454 FOOD FOR RESALE - OC	R	7/03/2023	248.12		243367		
	I-339132813 FOOD FOR RESALE - PRAC	R	7/03/2023	149.90		243367		
	I-339135927 FOOD FOR RESALE - PRAC	R	7/03/2023	52.90		243367		
	I-339138168 FOOD FOR RESALE - OC	R	7/03/2023	213.37		243367		3,962.61
	*** VENDOR TOTALS ***					1 CHECKS		3,962.61
011826	TEAM ONE NETWORK							
	I-18974T ARMORER RECERT - J. ERIE	R	7/03/2023	300.00		243368		300.00
	*** VENDOR TOTALS ***					1 CHECKS		300.00
011789	TIDEWATER DISTRIBUTORS LLC							
	I-PS-INV0008907 UNIFORMS - FD	E	7/06/2023	495.00		007471		495.00
	*** VENDOR TOTALS ***					1 CHECKS		495.00
000444	TOMPKINS INDUSTRIES INC							
	I-405474149 BUILDING SUPPLIES - MU	E	7/06/2023	2.72		007417		2.72
	*** VENDOR TOTALS ***					1 CHECKS		2.72
008592	TONY MORO POWDER COAT & BLASTI							
	I-9835 POWDERCOATING POSTS-TRFC	R	7/03/2023	2,400.00		243369		2,400.00
	*** VENDOR TOTALS ***					1 CHECKS		2,400.00

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007784	THE TORO COMPANY							
I-RES#2012-114 FY23	2023 TORO TIF REBATE	R	6/30/2023	612,660.00		243257		
I-RES#2018-402 FY23	2023 TORO TIF REBATE	R	6/30/2023	92,378.00		243257		705,038.00
	*** VENDOR TOTALS ***					1 CHECKS		705,038.00
008427	THEODORE GLEN TOWNSEND							
I-06/09/2023 MEAL	6/09/23 MEAL REIMBURSEMENT	E	7/06/2023	15.05		007482		
I-06/15/2023 MEAL	6/15/23 MEAL REIMBURSEMENT	E	7/06/2023	13.86		007482		28.91
	*** VENDOR TOTALS ***					1 CHECKS		28.91
004159	TOYNE INC							
I-IN0016196	TOYNE PARTS - FD	R	7/03/2023	1,119.28		243370		1,119.28
	*** VENDOR TOTALS ***					1 CHECKS		1,119.28
008013	TRI COUNTY TIMES							
I-FY24 RENEWAL	52 WEEKS SUBSCRIPTION-KL	R	7/03/2023	46.80		243371		46.80
	*** VENDOR TOTALS ***					1 CHECKS		46.80
010088	TRUCK CENTER COMPANIES EAST LL							
I-XA301336896:01	UNIT #122 PARTS	E	7/06/2023	126.40		007465		126.40
	*** VENDOR TOTALS ***					1 CHECKS		126.40
000468	TRUCK EQUIPMENT INC							
I-311246	UNIT #220 PARTS	E	7/06/2023	340.44		007418		340.44
	*** VENDOR TOTALS ***					1 CHECKS		340.44
003190	TRUGREEN L P							
I-176786218	EAB TREATMENT-ASH TREES	R	7/03/2023	1,530.00		243372		1,530.00
	*** VENDOR TOTALS ***					1 CHECKS		1,530.00
011810	INTELLIGENT MARKING USA INC							
I-44460	IMPLEMENTATION FEE-PRSC	E	7/06/2023	1,500.00		007472		1,500.00
	*** VENDOR TOTALS ***					1 CHECKS		1,500.00
011709	RAEGAN WELANDER							
I-05/17/23-06/21/23	06/21/2023 YOUTH DANCE	E	7/06/2023	400.00		007501		400.00
	*** VENDOR TOTALS ***					1 CHECKS		400.00
009428	UMB BANK NA							
I-948479	2014G GO REF CLN-FEES	D	6/27/2023	250.00		002245		
I-948496	2015A GO BONDS-FEES	D	6/27/2023	250.00		002245		
I-948497	2015B GO AN APPROP UR BOND-FEE	D	6/27/2023	250.00		002245		
I-948592	2016A GO REF BONDS-FEES	D	6/27/2023	250.00		002245		
I-948709	2017A GO BONDS-FEES	D	6/27/2023	250.00		002245		
I-948712	2017B WATER REVENUE BONDS	D	6/27/2023	250.00		002245		
I-948763	2018A GO BONDS-FEES	D	6/27/2023	300.00		002245		
I-948764	2018B WATER REVENUE BONDS-FEES	D	6/27/2023	300.00		002245		
I-948815	2020A GO BONDS-FEES	D	6/27/2023	600.00		002245		

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I-948816	2020B WATER REVENUE BONDS-FEES	D	6/27/2023	600.00		002245		
I-948823	2021A GO BONDS-FEES	D	6/27/2023	600.00		002245		
I-948827	2022A GO BONDS-FEES	D	6/27/2023	600.00		002245		
I-948838	2019A GO BONDS-FEES	D	6/27/2023	600.00		002245		
I-948839	2019B WATER REVENUE BONDS-FEES	D	6/27/2023	600.00		002245		
I-949539	2016B GO BONDS-FEES	D	6/27/2023	250.00		002245		5,950.00
009428	UMB BANK NA							
I-947931	2023B GO BONDS-ACCEPTANCE FEE	D	6/28/2023	300.00		002257		300.00
	*** VENDOR TOTALS ***					2 CHECKS		6,250.00
005813	EXECUTIVE SERVICES INC							
I-79963	CITY OF ANKENY FLAGS	E	7/06/2023	1,583.63		007449		1,583.63
	*** VENDOR TOTALS ***					1 CHECKS		1,583.63
006789	HD SUPPLY FACILITIES MAINTENAN							
I-INV00021403	CONNECTOR PACK - MU	E	7/06/2023	65.87		007452		
I-INV00023432	CHEMICALS - MU	E	7/06/2023	758.59		007452		
I-INV00031184	RODS - MU	E	7/06/2023	92.00		007452		916.46
	*** VENDOR TOTALS ***					1 CHECKS		916.46
010036	USCC SERVICES LLC							
I-0584090760	06/2023 STATEMENT - KL	R	7/03/2023	790.93		243373		790.93
	*** VENDOR TOTALS ***					1 CHECKS		790.93
000475	UTILITY EQUIPMENT COMPANY							
C-20054076-002	CR: STRAP - MU	E	7/06/2023	123.26CR		007420		
I-20055035-000	ADHESIVE CARTRIDGES - MU	E	7/06/2023	285.60		007420		162.34
	*** VENDOR TOTALS ***					1 CHECKS		162.34
010506	ASHLIE VAN HORN							
I-05/23-07/23 ZUMBA	5/12-7/7/23 ZUMBA	E	7/06/2023	200.00		007494		200.00
	*** VENDOR TOTALS ***					1 CHECKS		200.00
005012	VAN-WALL EQUIPMENT INC							
I-5924434	UNIT #841 TAPERED RO	E	7/06/2023	89.36		007442		
I-5925816	AIR FILTER KIT - STREETS	E	7/06/2023	106.36		007442		
I-5931625	UNIT #695 PARTS	E	7/06/2023	246.63		007442		
I-5931696	UNIT #811 KEY/ROTARY SWI	E	7/06/2023	31.20		007442		
I-5932813	UNIT #688 PARTS	E	7/06/2023	516.63		007442		990.18
	*** VENDOR TOTALS ***					1 CHECKS		990.18
010110	COLBY Vlieger							
I-06/2023 FITNESS	06/2023 FITNESS	E	7/06/2023	94.50		007489		94.50
	*** VENDOR TOTALS ***					1 CHECKS		94.50

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011523	SETH WALLIS							
I-FY24 BOOTS	FY24 BOOT REIMBURSEMENT	R	7/03/2023	140.00		243374		140.00
	*** VENDOR TOTALS ***					1 CHECKS		140.00
002569	WASTE CONNECTIONS INC							
I-3509960T071	06/2023 WASTE SVCS -AMP	R	7/03/2023	47.45		243375		
I-3509961T071	06/2023 WASTE SERVICES -CFAC	R	7/03/2023	189.74		243375		
I-3509965T071	6/1-6/30/23 SVCS - FS#1/ACC	R	7/03/2023	276.34		243375		
I-3509968T071	06/2023 WASTE SVCS -HAWKEYE	R	7/03/2023	47.45		243375		
I-3509969T071	06/2023 WASTE SVCS - OCPRO	R	7/03/2023	252.99		243375		
I-3509970T071	06/2023 WASTE SVCS-OCM	R	7/03/2023	94.88		243375		
I-3509972T071	06/2023 WASTE SVCS-PRSC	R	7/03/2023	252.99		243375		
I-3509973T071	06/2023 WASTE SVCS- PKS MNT	R	7/03/2023	252.99		243375		
I-3509975T071	06/2023 WASTE SERVICES-PRAC	R	7/03/2023	126.49		243375		
I-3509976T071	06/2023 WASTE SVCS - PRSC	R	7/03/2023	252.99		243375		
I-3509977T071	6/1-6/30/23 SVCS - PSB	R	7/03/2023	81.16		243375		1,875.47
	*** VENDOR TOTALS ***					1 CHECKS		1,875.47
001547	CHARLES WEBSTER							
I-06/20/2023 MEAL	06/20/23 MEAL REIMBURSEMENT	E	7/06/2023	15.81		007476		15.81
	*** VENDOR TOTALS ***					1 CHECKS		15.81
011865	CHAD WEIR							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	75.00		243376		75.00
	*** VENDOR TOTALS ***					1 CHECKS		75.00
011863	NATHAN WENDZEL							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	1,070.03		243377		1,070.03
	*** VENDOR TOTALS ***					1 CHECKS		1,070.03
011864	HEIDI WHITVER							
I-6/23/23	STORMWATER BMP REIMBURSEMENT	R	7/03/2023	824.08		243378		824.08
	*** VENDOR TOTALS ***					1 CHECKS		824.08
011414	WRH, INC.							
I-2022-00-1389 #9	PAY 9-WELL#7/ASR#3/BIDPKG2	R	7/03/2023	191,140.00		243379		191,140.00
	*** VENDOR TOTALS ***					1 CHECKS		191,140.00
007119	JENNIFER S YOUNK							
I-06/03/2023 YOGA	6/3/23 YOGA	R	7/03/2023	25.00		243380		25.00
	*** VENDOR TOTALS ***					1 CHECKS		25.00
008820	SIOUXLAND TURF PRODUCTS INC							
I-181109	WETTING AGENT-PRSC	E	7/06/2023	4,058.89		007459		
I-181221	QUICKSILVER - OCM	E	7/06/2023	630.00		007459		4,688.89

VENDOR SET: 01 City of Ankeny
 BANK: APGWB FIRST INTERSTATE BANK
 DATE RANGE: 6/22/2023 THRU 7/06/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
*** VENDOR TOTALS ***						1 CHECKS		4,688.89

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	171	4,611,887.66	0.00	4,611,887.66
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	2	6,250.00	0.00	6,250.00
EFT:	94	2,718,625.93	0.00	2,718,625.93
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:	267	7,336,763.59	0.00	7,336,763.59
BANK: APGWB TOTALS:	267	7,336,763.59	0.00	7,336,763.59
REPORT TOTALS:	267	7,336,763.59	0.00	7,336,763.59

SELECTION CRITERIA

VENDOR SET: 01-City of Ankeny

VENDOR: ALL

BANK CODES: Include: APGWB

FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 6/22/2023 THRU 7/06/2023

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: VENDOR SORT KEY

PRINT TRANSACTIONS: YES

PRINT G/L: NO

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:
Consider motion to adopt **RESOLUTION** waiving approval of Ironwood Heights Final Plat.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve and accept **RESOLUTION**.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Final Plat
 Map

WHEN RECORDED RETURN TO:

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

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3556

RESOLUTION

RESOLUTION WAIVING APPROVAL OF IRONWOOD HEIGHTS FINAL PLAT

WHEREAS, Civil Design Advantage has submitted the Ironwood Heights Final Plat for approval, which lies within Polk County and the two-mile territorial jurisdiction of the City of Ankeny, Iowa; and

WHEREAS, City staff has reviewed said Final Plat, and find that it is located outside the City of Ankeny Planning Boundary; therefore, City staff recommends that City Council waive approval of said Final Plat.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ankeny, Iowa, hereby accepts the recommendation by City staff, and deems it appropriate to waive approval of the Ironwood Heights Final Plat.

PASSED AND APPROVED this 3rd day of July, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

INDEX LEGEND
COUNTY: POLK
ALIQUOT PART: NW 1/W
SECTION: 32, TOWNSHIP: 80N, RANGE: 24W
PROPRIETOR: JENESSA & CARL AMUNDSON
REQUESTED BY: JENESSA & CARL AMUNDSON
SURVEYOR: MERLIN DAVIS, PLS

Utility Service Providers

(M52G) MIDAMER-GAS
Contact Name : Craig Ranfeld
Contact Phone: 515-252-6632
Contact Email: MECD5MDesignLocates@midamerican.com
(CTUA01) CENTURYLINK
Contact Name : Sadie Hull
Contact Phone: 918-547-0147
Contact Email: sadie.hull@lumen.com

(PCPW) POLK COUNTY PUBLIC WORKS (SAN)
Contact Name : Polk County Office
Contact Phone: 515-286-3705
Contact Email: publicworks@polkcountyiowa.gov

(DWW) DES MOINES WATER WORKS
Contact Name : Ed Clark
Contact Phone: 515-323-6244
Contact Email: onecallmaps@dmww.com

(INS) AUREON NETWORK SERVICES
Contact Name : Jeff Klocko
Contact Phone: 515-830-0445
Contact Email: jeff.klocko@aureon.com

(M52E) MIDAMER-ELEC
Contact Name : Craig Ranfeld
Contact Phone: 515-252-6632
Contact Email: MECD5MDesignLocates@midamerican.com

(T15) MEDIACOM COMMUNICATIONS CORP
Contact Name : Kevin Collins
Contact Phone: 515-867-3527
Contact Email: kcollins1@mediacomcc.com

ENGINEER/SURVEYOR:

MANAGING OFFICE:
3000 SE GRIMES BLVD SUITE 800
GRIMES, IOWA 50111
OFFICE: (515) 986-5048
FAX: (515) 986-0588

PROJECT MANAGER: MARK McMURPHY
MOBILE: (515) 556-5460
EMAIL: mark@abaciconsulting.com

LAND SURVEY DIRECTOR: MERLIN DAVIS
MOBILE: (515) 447-5755
EMAIL: merlind@abaciconsulting.com

PROJECT BULK REGULATIONS

BULK REGULATIONS	RESIDENTIAL;
FRONT YARD BSL	50'
SIDE YARD BSL	15'
REAR YARD BSL	50'

ZONING:
RURAL RESIDENTIAL

LEGAL DESCRIPTION

THAT PART OF GOVERNMENT LOT 2 IN SECTION 32 TOWNSHIP 80 NORTH, RANGE 24 WEST OF THE 5TH P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32, THENCE NORTH 89°26'56" WEST, 149.78' FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 0°19'47" WEST, 386.94' FEET, TO A POINT ON THE NORTHEAST CORNER OF PARCEL 180/00490-007-001;

THENCE SOUTH 85°30'41" WEST, CONTINUING ALONG THE PROPERTY LINE OF SAID PARCEL, 403.14' FEET;

THENCE SOUTH 27°44'38" WEST, 168.70' FEET; THENCE SOUTH 38°11'26" EAST, 127.78' FEET; THENCE SOUTH 74°48'18" EAST, 84.84' FEET;

THENCE NORTH 80°12'54" EAST, 136.82' FEET; THENCE SOUTH 89°32'21" EAST, 83.09' FEET TO A POINT OF CURVATURE/CONCAVE SOUTH EASTERLY, WHOSE RADIUS IS 180.00', WHOSE ARC LENGTH IS 109.60', WHOSE CHORD BEARS NORTH 68°16'55" EAST A DISTANCE OF 107.92' TO A POINT OF TANGENT ON THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 0°19'47" WEST, 40.74' FEET TO A ½" REBAR; THENCE SOUTH 0°41'22" WEST, 204.52' FEET; THENCE SOUTH 30°17'56" WEST, 283.67' FEET;

THENCE NORTH 89°39'24" WEST, 1050.37' FEET TO A POINT ON THE NORTH WEST CORNER OF THE GOVERNMENT LOT RECORDED IN BOOK 4784 PAGE 84;

THENCE NORTH 0°07'30" EAST; 931.89' FEET, TO THE NORTHEAST CORNER OF US GOVERNMENT LOT TWO;

THENCE SOUTH 89°55'31" EAST, 366.70' FEET, TO THE SOUTHEAST CORNER OF US GOVERNMENT LOT SIX;

THENCE NORTH 0°10'38" EAST; 208.04' FEET, TO THE SOUTHWEST CORNER OF PARCEL 00472-001-002;

THENCE SOUTH 89°26'56" EAST, 830.76' FEET TO THE POINT OF BEGINNING.
CONTAINING 1153158.20 SQUARE FEET (26.47 ACRES) MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD.

FINAL PLAT
IRONWOOD HEIGHTS SUBDIVISION

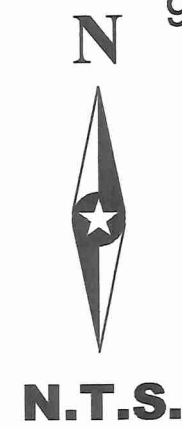
POLK COUNTY, IOWA

VICINITY MAP



NOTES:

1. SURVEY COORDINATE SYSTEM IRCS ZONE 8, DES MOINES - AMES.
2. THE PLAT BOUNDARY AND INDIVIDUAL LOTS MEET ALL CLOSURE REQUIREMENTS PER STATE CODE
3. FUTURE DEVELOPMENT OF THE PROPERTY IS SUBJECT ARTICLE 7, SECTION 4, "NATURAL RESOURCE PROTECTION, WOODLANDS, WHICH PRESERVES WOODED AREAS OF THE PROPERTY. WOODLAND PROTECTION EASEMENT WILL COVER 9.04 ACRES OF WOODLANDS.
4. LOT "A" SHALL BE DEDICATED TO POLK COUNTY FOR ROADWAY PURPOSES AT SUCH TIME THE ROADWAY HAS BEEN IMPROVED AND ACCEPTED INTO THE POLK COUNTY SECONDARY ROAD SYSTEM BY THE POLK COUNTY BOARD OF SUPERVISORS.
5. THE HOMEOWNWER'S ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE DETENTION BASINS AND DETENTION OUTLET FACILITIES.
6. ACCESS TO EACH LOT IS RESTRICTED TO THE SUBDIVISION ROAD, EXCEPT LOTS 14 AND 15, WHICH WILL HAVE DIRECT ACCESS FROM NE 37TH STREET.
7. ALL MAILBOXES LOCATED WITHIN THE POLK COUNTY ROAD RIGHT-OF-WAY MUST BE OF BREAKAWAY DESIGN.
8. PRIVATELY OWNED ADJACENT PROPERTY IS ZONED 'RURAL RESIDENTIAL'. GOVERNMENT OWNED ADJACENT PROPERTY IS ZONED 'OPEN SPACE DISTRICT'.
9. PROPERTY SURROUNDED BY 'ZONE AE' AND ZONE 'X'. FEMA FIRM PANEL #19153C0185F. EFFECTIVE DATE: 02/01/2019.



STANDARD SYMBOLS LEGEND

FOUND/ EXISTING	SET/ PROPOSED	LEGEND
▲	△	SECTION CORNER (CORNERS SET W/ 1/2" DIA. I.R. w/ YELLOW CAP #15982)
●	○	PROPERTY CORNER
— — — — —	— — — — —	CENTER LINE OF ROAD
— — — — —	— — — — —	SECTION LINE
— — — — —	— — — — —	PLAT BOUNDARY LINE
— — — — —	— — — — —	PLAT LOT LINE
— — — — —	— — — — —	PROPERTY LINE
— — — — —	— — — — —	PUBLIC UTILITY EASEMENT (PUE)
— — — — —	— — — — —	BLDG. SETBACK LINE (BSB)
— — — — —	— — — — —	PUBLIC UTILITY EASEMENT (PUE)

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
BSB	BUILDING SETBACK
PUE	PUBLIC UTILITY EASEMENT
SWDBE	STORM WATER DRAINAGE BASIN EASEMENT
WPE	WOODLAND PROTECTION EASEMENT



BENCHMARK & CONTROL POINTS

POINT ID	NORTHING	EASTING	ELEVATION	DESCRIPTION
BM 5002	7529115.49	18513222.48	839.33	ARROW ON TOP OF FIRE HYDRANT
BM 5012	7528560.29	18513170.98	826.58	CHISELED "X" ON TOP NW CORNER CONCRETE BRIDGE BARRIER
BM 5935	7529445.93	18513223.73	860.97	ARROW ON TOP OF FIRE HYDRANT
CP 100	7528586.34	18513165.77	823.44	5/8" IR W/ ORANGE PLASTIC CAP
CP 102	7528176.61	18513152.92	821.42	110-CP 1/2" IRON ROD
CP 103	7529115.10	18513216.16	838.42	110-CP 1/2" IRON ROD
CP 104	7528963.27	18512227.24	884.84	110-CP 1/2" IRON ROD
CP 101	7528694.60	18512685.73	841.79	5/8" IR W/ ORANGE PLASTIC CAP

INDEX OF SHEETS	
#	DESCRIPTION
1	COVER SHEET
2	SUBDIVISION LAYOUT
3	EASEMENT LAYOUT

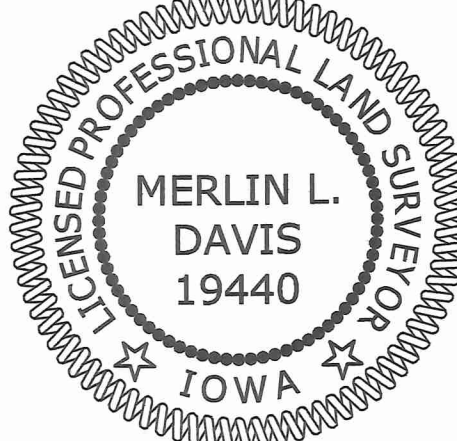
I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE MERLIN L. DAVIS DATE 06/15/2023

PRINTED OR TYPED NAME:
IOWA LIC. NO. 19440
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024.

SHEETS 1 THROUGH 3

PAGES COVERED BY THIS SEAL:



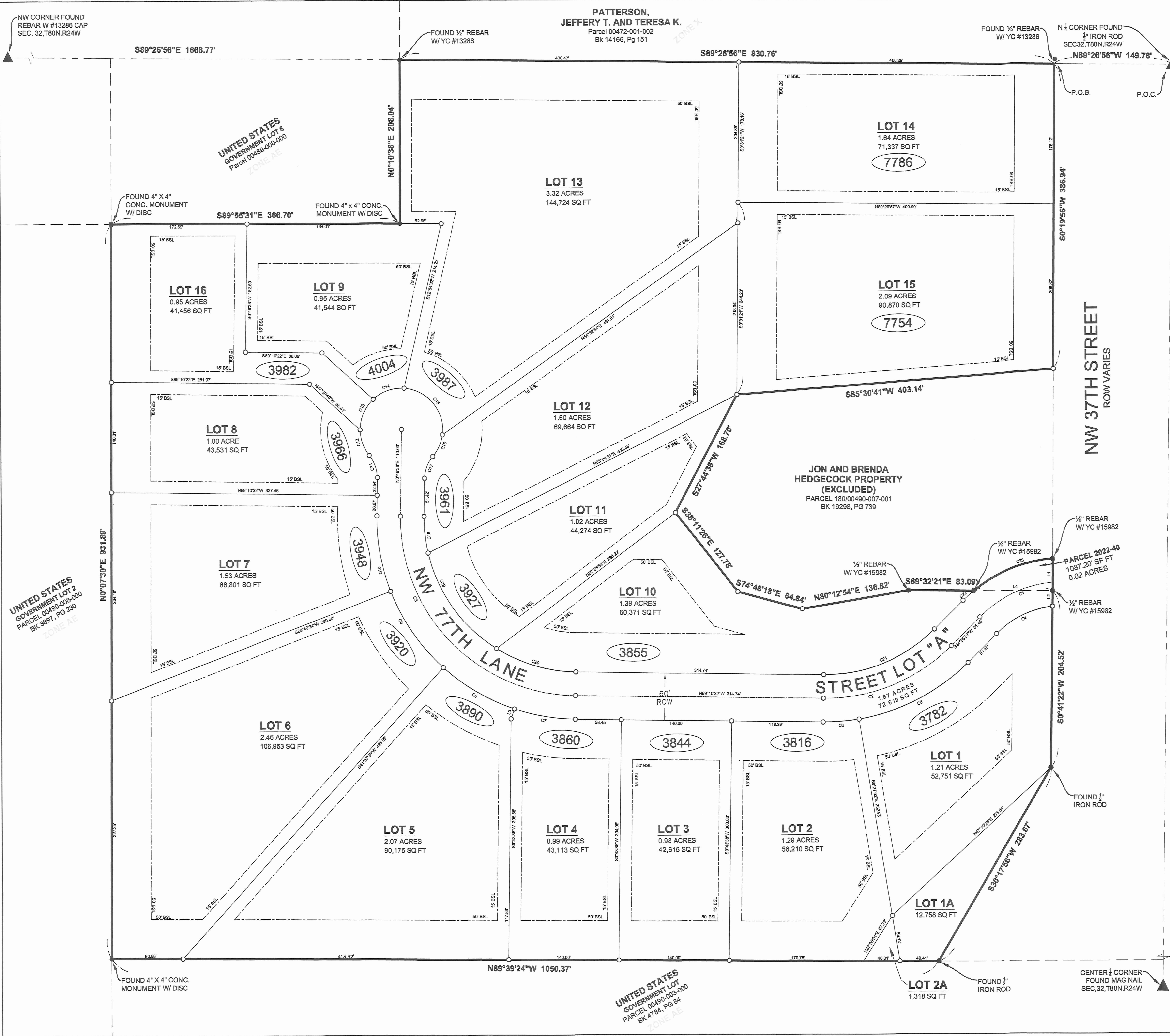
ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING

3000 SE GRIMES BLVD, SUITE 800
GRIMES, IOWA 50111
OFFICE: (515) 986-5048

RECEIVED
JUN 16 2023
CITY OF ANKENY

IRONWOOD HEIGHTS
POLK COUNTY, IOWA
FINAL PLAT
COVER SHEET

SHEET:
1 OF 3



STANDARD SYMBOLS LEGEND

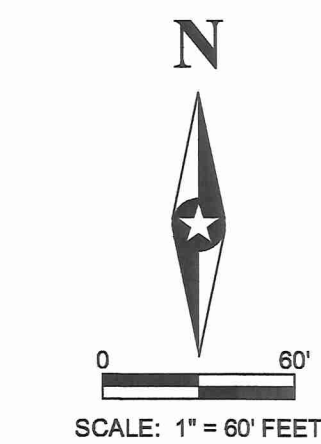
FOUND/ EXISTING	SET/ PROPOSED	LEGEND
▲	△	SECTION CORNER (CORNERS SET W/ 1/2" DIA. I.R. w/ YELLOW CAP #15982)
●	○	PROPERTY CORNER
---	---	CENTER LINE OF ROAD
---	---	SECTION LINE
---	---	PLAT BOUNDARY LINE
---	---	PLAT LOT LINE
---	---	PROPERTY LINE
---	---	PUBLIC UTILITY EASEMENT (PUE)
---	---	BLDG. SETBACK LINE (BSB)
---	---	PUBLIC UTILITY EASEMENT (PUE)

ROW CURVE TABLE #1

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	104.38	150.00	39.87	S64° 52' 02"W	102.28
C2	180.23	225.00	45.89	S67° 52' 47"W	175.45
C3	353.43	225.00	90.00	N44° 10' 22"W	318.20
C4	80.47	120.00	38.42	S64° 08' 37"W	78.97
C5	158.52	255.00	35.62	S62° 44' 28"W	155.98
C6	45.74	255.00	10.28	S85° 41' 18"W	45.68
C7	78.79	255.00	17.70	N80° 19' 18"W	78.47
C8	105.30	255.00	23.66	N59° 38' 24"W	104.56
C9	118.53	255.00	26.63	N34° 29' 35"W	117.47
C10	97.93	255.00	22.00	S10° 10' 29"E	97.33
C11	29.86	42.50	40.26	N19° 18' 04"W	29.25
C12	35.69	52.50	38.96	N19° 57' 07"W	35.01

ROW CURVE TABLE #2

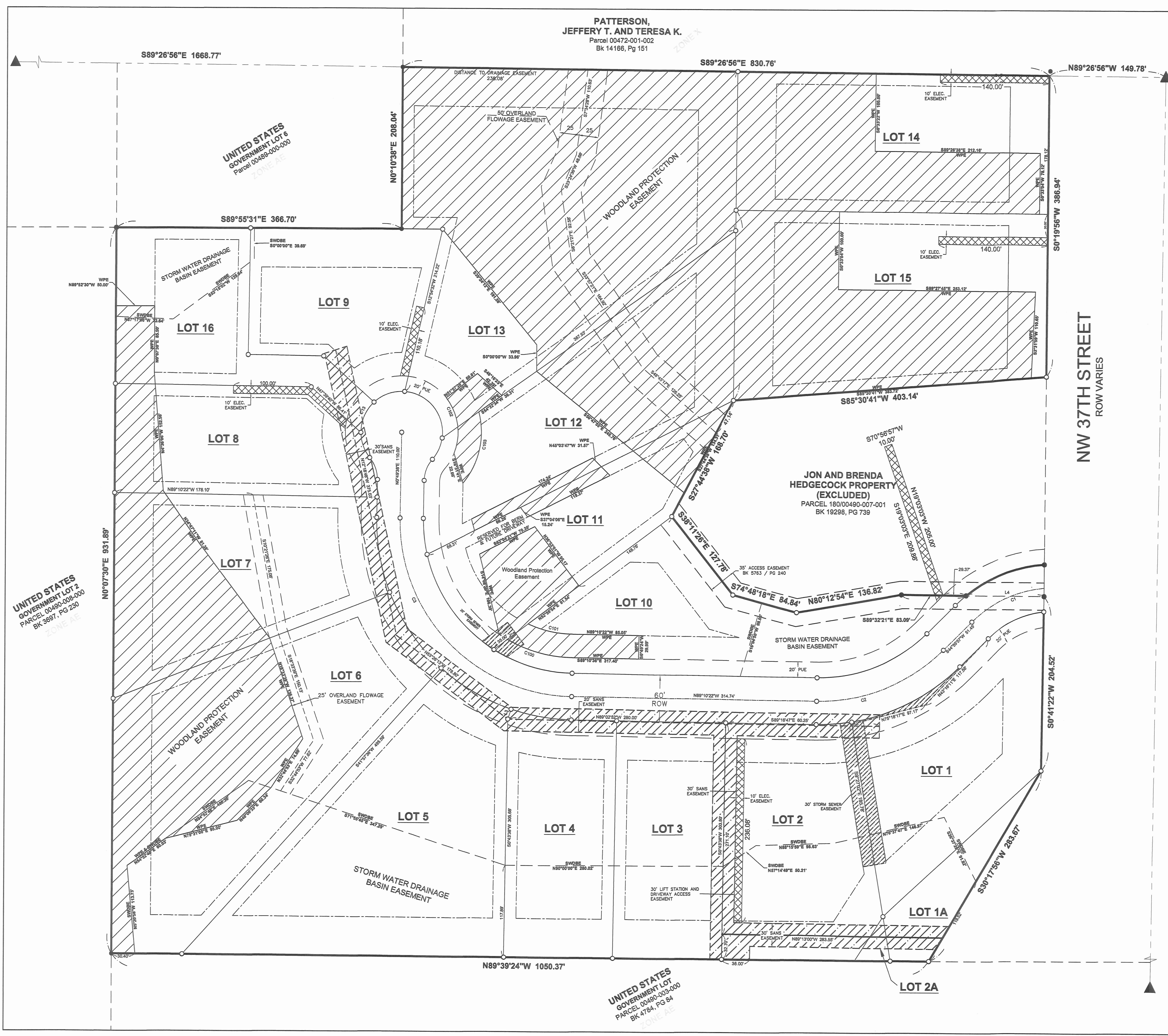
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C13	43.56	52.50	47.53	N23° 17' 33"E	42.32
C14	42.89	52.50	46.80	N70° 27' 42"E	41.70
C15	85.89	52.50	93.74	S39° 15' 57"E	76.63
C16	30.68	52.50	33.48	S24° 20' 38"W	30.24
C17	29.86	42.50	40.26	S20° 57' 20"W	29.25
C18	43.84	195.00	12.88	S6° 26' 29"E	43.75
C19	153.33	195.00	45.05	S35° 24' 28"E	149.41
C20	106.32	195.00	31.24	S73° 33' 11"E	105.01
C21	156.20	195.00	45.89	N67° 52' 47"E	152.06
C22	18.55	180.00	5.91	N47° 53' 07"E	18.55
C23	109.60	180.00	34.89	N68° 16' 55"E	107.92



PARCEL LINE TABLE

Line #	Length	Direction
L1	40.74	N0° 19' 47"E
L2	19.77	N0° 41' 22"E
L3	13.19	N18° 31' 47"E
L4	100.02	N89° 32' 21"W

IRONWOOD HEIGHTS POLK COUNTY, IOWA FINAL PLAT SUBDIVISION LAYOUT	ABACI CONSULTING, INC. CIVIL ENGINEERING - LAND SURVEYING 3000 GEORGE BLVD., STE. 400 GRIMES, IOWA 50111 OFFICE: (515) 986-5048	NO:	REVISION DESCRIPTION:	DATE:	PROJECT NO:	20349
		1			DRAWING FILE NO:	20349FP
		2			DESIGNED/REVIEWED BY:	MM/MD
		3			DRAWN BY:	HE/MS
		4			DATE:	3/30/2023
SHEET:		2 OF 3				



STANDARD SYMBOLS LEGEND

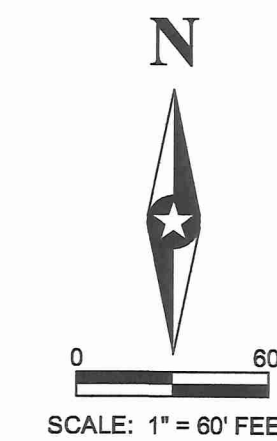
FOUND/ EXISTING	SET/ PROPOSED	LEGEND
▲	△	SECTION CORNER (CORNERS SET W/ 1/2" DIA. I.R. w/ YELLOW CAP #15982)
●	○	PROPERTY CORNER
---	---	CENTER LINE OF ROAD
---	---	SECTION LINE
---	---	PLAT BOUNDARY LINE
---	---	PLAT LOT LINE
---	---	PROPERTY LINE
---	---	PUBLIC UTILITY EASEMENT (PUE)
---	---	BLDG. SETBACK LINE (BSB)
---	---	PUBLIC UTILITY EASEMENT (PUE)

EASEMENT LEGEND

WPE	WOODLAND PROTECTION EASEMENT
10' ELEC. EASEMENT	10' ELECTRICAL EASEMENT
30' SANITARY SEWER EASEMENT	30' SANITARY SEWER EASEMENT
30' STORM SEWER EASEMENT	30' STORM SEWER EASEMENT
25' OVERLAND FLOWAGE EASEMENT	25' OVERLAND FLOWAGE EASEMENT
SWDBE	DRAINAGE BASIN EASEMENT
35' ACCESS EASEMENT	35' ACCESS EASEMENT

W.P.E. CURVE TABLE

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C100	99.72	175.00	32.65	S72° 50' 51"E	98.38
C101	59.43	145.00	23.49	N77° 25' 47"W	59.02
C102	75.30	72.31	59.66	N8° 16' 26"W	71.94
C103	97.53	102.50	54.52	N12° 15' 40"E	93.90



IRONWOOD HEIGHTS POLK COUNTY, IOWA FINAL PLAT EASEMENT LAYOUT		ABACI CONSULTING, INC. CIVIL ENGINEERING - LAND SURVEYING 3000 SE GRIMES BLVD., STE. 400 GRIMES, IOWA 50111 OFFICE: (515) 986-5048				SHEET: 3 OF 3	
NO:		REVISION DESCRIPTION:		DATE:		PROJECT NO:	
1						20349FP	
2						DESIGNED/REVIEWED BY: MM/MD	
3						DRAWN BY: HB/MS	
4						DATE: 3/30/2023	





ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat for Piper Properties Plat 4.

EXECUTIVE SUMMARY:

Piper Properties Plat 4 is a proposed 40.24-acre (+/-) plat located west of N Ankeny Boulevard and north of NW Reinhart Drive. The plat was a part of Piper Properties Plat 1 as outlots W,X,Y,Z. The subject plat creates 1 buildable lot and 2 outlots for future development. The proposed plat is in general conformance with the zoning, R-3, Multiple-Family Residence District.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Planning and Zoning Commission recommended City Council approval on June 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

WHEN RECORDED RETURN TO:

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

Preparer Information: Ryan Kirschman, City of Ankeny, Iowa, 1210 NW Prairie Ridge Drive, Ankeny, IA 50023

Phone: (515) 963-3556

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT FOR PIPER PROPERTIES PLAT 4

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Piper Properties Plat 4 on the 20th day of June, 2023; and

WHEREAS, the attorney's title opinion has been submitted and approved by the Director of Community Development of the City of Ankeny, Iowa.

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

1. That Piper Properties Plat 4 final plat is approved.

PASSED AND APPROVED this 3rd day of July 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

Meeting Minutes

Plan & Zoning Commission Meeting

Tuesday, June 20, 2023

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

CALL TO ORDER

Chair Ted Rapp called the June 20, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

CONSENT AGENDA ITEMS

Item #4. Piper Properties Plat 4 Final Plat

Motion to recommend City Council approval of the Piper Properties Plat 4 Final Plat.

Motion by L.West to approve the recommendations for Consent Agenda Items #1, #2 and #4. Second by A.Renaud. All voted aye. Motion carried 6– 0.

INDEX LEGEND
LOCATION: PT. OUTLOTS 'W', 'X', 'Y', AND 'Z'
PIPER PROPERTIES PLAT 1
ANKENY, POLK COUNTY, IOWA
REQUESTOR: BRICKTOWNE PIPER LC
PROPRIETOR: BRICKTOWNE PIPER LC
4611 MORTENSEN ROAD SUITE 106
AMES, IA 50014
SURVEYOR: MICHAEL A. BROONER
COMPANY: CIVIL DESIGN ADVANTAGE
PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

PIPER PROPERTIES PLAT 4

FINAL PLAT

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date: June 26, 2023
Ayes: 6 Nays: 0 Abstain: 1 Absent: 1
APPROVED
T. Rapp Chairperson
Brenda Thompson Secretary

AREA ABOVE RESERVED FOR RECORDING STAMP

DATE	REVISIONS	REVIEW	TECH	ENGINEER
05/18/23				
05/04/23				

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



PIPER PROPERTIES PLAT 4
FINAL PLAT
ANKENY, IOWA

2208.571

OWNER / DEVELOPER

BRICKTOWNE PIPER LC
4611 MORTENSEN ROAD SUITE 106
AMES, IA 50014
CONTACT: DICKSON JENSEN
PH. (515) 233-2752

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

NOTES

- ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
- LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

ZONING

R-3: MULTIPLE FAMILY RESIDENTIAL DISTRICT

BULK REGULATIONS

SETBACKS:
FRONT: 30'
SIDE: 1 STORY: 8' MIN, 20' TOTAL
3 STORY: 10' MIN, 24' TOTAL
REAR: 35'
GARAGE: 14'
ACCESSORY: 12'

DATE OF SURVEY

MARCH 7, 2023

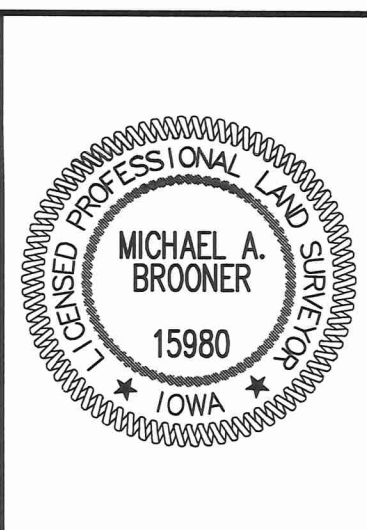
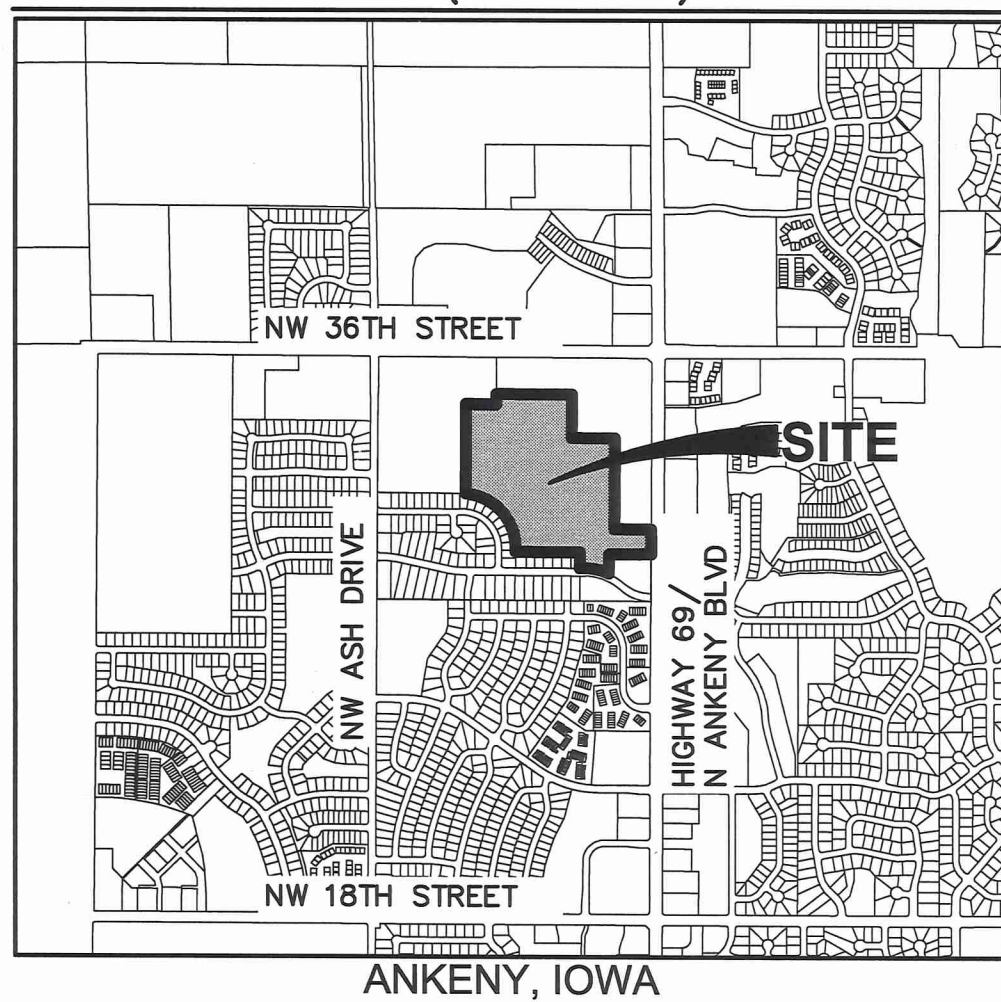
PLAT DESCRIPTION

A PART OF OUTLOTS 'W', 'X', 'Z' AND ALL OF OUTLOT 'Y', PIPER PROPERTIES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

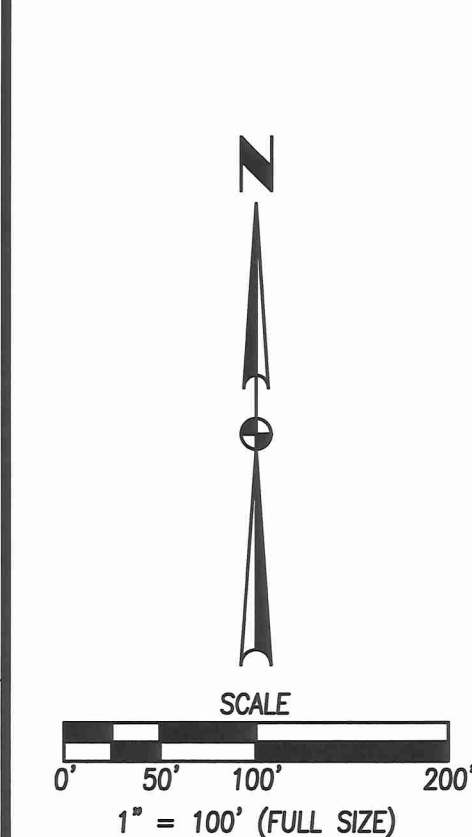
BEGINNING AT THE NORTHWEST CORNER OF SAID OUTLOT 'Y'; THENCE SOUTH 89°46'21" EAST ALONG THE NORTHERLY LINE OF SAID OUTLOT 'Y', 699.91 FEET; THENCE SOUTH 00°14'54" WEST ALONG SAID NORTHERLY LINE, 400.00 FEET; THENCE SOUTH 89°46'18" EAST ALONG SAID NORTHERLY LINE, 400.00 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Y'; THENCE SOUTH 00°14'54" WEST ALONG THE EASTERLY LINE OF SAID OUTLOT 'Y' AND THE NORTHERLY LINE OF SAID OUTLOT 'Z', 843.34 FEET; THENCE SOUTH 89°45'06" EAST ALONG SAID NORTHERLY LINE OF OUTLOT 'Z', 339.94 FEET TO THE NORTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 00°15'06" WEST ALONG THE EAST LINE OF SAID OUTLOT 'Z', 217.04 FEET TO THE NORTHEAST CORNER OF PARCEL 2023-76 AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 19460, PAGE 977; THENCE NORTH 89°45'04" WEST ALONG THE NORTH LINE OF SAID PARCEL 2023-76, A DISTANCE OF 339.93 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 2023-76; THENCE SOUTH 00°14'54" WEST ALONG THE WEST LINE OF SAID PARCEL 2023-76, A DISTANCE OF 221.78 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 2023-76; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID OUTLOT 'Z' AND A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 535.00 FEET, WHOSE ARC LENGTH IS 281.07 FEET AND WHOSE CHORD BEARS NORTH 74°39'51" WEST, 277.85 FEET; THENCE NORTH 89°42'53" WEST ALONG SAID SOUTHERLY LINE, 51.63 FEET TO THE SOUTHEAST CORNER OF LOT 79, SAID PIPER PROPERTIES PLAT 1; THENCE NORTH 00°17'07" EAST ALONG THE WEST LINE OF SAID OUTLOT 'Z', 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 79; THENCE NORTH 89°42'53" WEST ALONG THE SOUTHERLY LINE OF SAID OUTLOT 'Y', 598.45 FEET TO THE NORTHWEST CORNER OF LOT 73, SAID PIPER PROPERTIES PLAT 1; THENCE NORTH 00°17'07" EAST ALONG THE WESTERLY LINE OF SAID OUTLOT 'Y', 38.81 FEET; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE, THE SOUTHERLY LINE OF SAID OUTLOT 'X', AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 500.00 FEET, WHOSE ARC LENGTH IS 738.97 FEET AND WHOSE CHORD BEARS NORTH 42°03'19" WEST, 673.53 FEET TO THE SOUTHEAST CORNER OF PIPER PROPERTIES PLAT 2, AN OFFICIAL PLAT IN SAID CITY OF ANKENY; THENCE NORTH 00°18'48" EAST ALONG THE EASTERLY LINE OF SAID PIPER PROPERTIES PLAT 2, A DISTANCE OF 828.57 FEET; THENCE SOUTH 89°41'11" EAST ALONG SAID EASTERLY LINE, 270.70 FEET; THENCE NORTH 00°14'42" EAST ALONG SAID EASTERLY LINE, 93.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 40.24 ACRES (1,753,013 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

VICINITY MAP (NOT TO SCALE)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
MICHAEL A. BROONER, P.L.S. 6-14-2023 DATE
LICENSE NUMBER 15980
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET



LEGEND	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #16747 (UNLESS OTHERWISE NOTED)	■	
1/2" REBAR, YELLOW PLASTIC CAP #15980 (UNLESS OTHERWISE NOTED)	●	○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		

RECEIVED

JUN 14 2023

CITY OF ANKENY

FILE: I:\2023\2208571\PIPER PROPERTIES PLAT 4\PIPER PROPERTIES PLAT 4.DWG
PLOT: I:\2023\2208571\PIPER PROPERTIES PLAT 4\PIPER PROPERTIES PLAT 4.PLT
PLOTTER: HP DesignJet T1100e
PLOT DATE: 6/14/2023 9:29 AM
COMMENTS: MICHAEL A. BROONER, P.L.S.
TECH: MICHAEL A. BROONER



*Plan and Zoning Commission
Staff Report*

Meeting Date: June 20, 2023

Agenda Item: Piper Properties Plat 4 - Final Plat

Report Date: June 14, 2023

Prepared By: Ryan Kirschman, Planner I

ESC

Staff Recommendation

That the Plan and Zoning Commission recommend City Council approval of Piper Properties Plat 4 - Final Plat.

Project Summary

Piper Properties Plat 4 is a proposed 40.24-acre development located west of N Ankeny Boulevard and north of NW Reinhart Drive. The property is zoned R-3, Multiple-Family Residence District and C-2, General Retail, Highway-Oriented, and Central Business Commercial District. The proposed development replats multiple outlots from previous plats into 2 outlots for future development and 1 buildable lot. Lot 1 is a proposed senior living facility with 128 beds.

Project Report:

- Streets:** New public streets are not included as a part of the proposed development, as vehicular access to the site will come from NW Reinhart Drive.
- Water:** An existing ten-inch water main exists on the south of Lot 1. An eight-inch main will stem from that existing line and will be extended to the property on Lot 1.
- Sewer:** Eight-inch sanitary service will be extended to the property on Lot 1, by connecting to the existing sanitary line that's present on the southern property line of Lot 1. There is an existing sanitary sewer easement on the southern end of Lot 1.
- Drainage:** Stormwater in the area generally flows to the south and west as an overland flowage easement is along the south west side of Outlot Z. Individual lots on the site will require on-site detention
- Parkland:** A cash payment of \$10,344 in lieu of parkland dedication will be collected for Lot 1 on Piper Properties Plat 4.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: PIPER PROPERTIES PLAT 4

NAME OF OWNER/ DEVELOPER: BRICKTOWNE PIPER, LC

GENERAL INFORMATION:

PLAT LOCATION: West of N Ankeny Boulevard and north of NW Reinhart Drive
SIZE OF PLAT: 40.24 acres
ZONING: R-3 & C-2

LOTS:

NUMBER: 1 buildable lot, 2 outlots
SIZE/DENSITY: Lot 1: 8.62 acres Outlot Y: 1.69 acres Outlot Z: 29.93 acres
USE: Residential
BUILDING LINES:
 Front yard: 30 feet
 Rear yard: 35 feet
 Side yard:
 1 story:
 Total side yard – 15 feet
 Minimum on one side – 7 feet
 >1 story:
 Total side yard – 17 feet
 Minimum on one side – 8 feet

PARK SITE DEDICATION:

A cash payment of \$10,344 in lieu of parkland dedication will be collected for Lot 1 on Piper Properties Plat 4.

ADJACENT LANDS:

NORTH: Vacant land zoned C-2
SOUTH: Piper Properties Plat 3
EAST: Vacant land zoned C-2, N Ankeny Blvd ROW
WEST: Piper Properties Plat 1, Piper Properties Plat 2

STREET DEVELOPMENT: No street development will occur with this final plat.

WASTE WATER:

PROJECTED FLOWS: Based upon other Assisted Living Facilities, 128 beds = 40,000 GPD
WRA CAPACITY: 200 MGD; current daily avg. 132 MGD
NEAREST DOWNSTREAM INTERCEPTOR/TRUNK LINE: Four Mile trunk

STORM WATER:

BASIN FLOWS: This plat lies in the Middle Four Mile Drainage Area

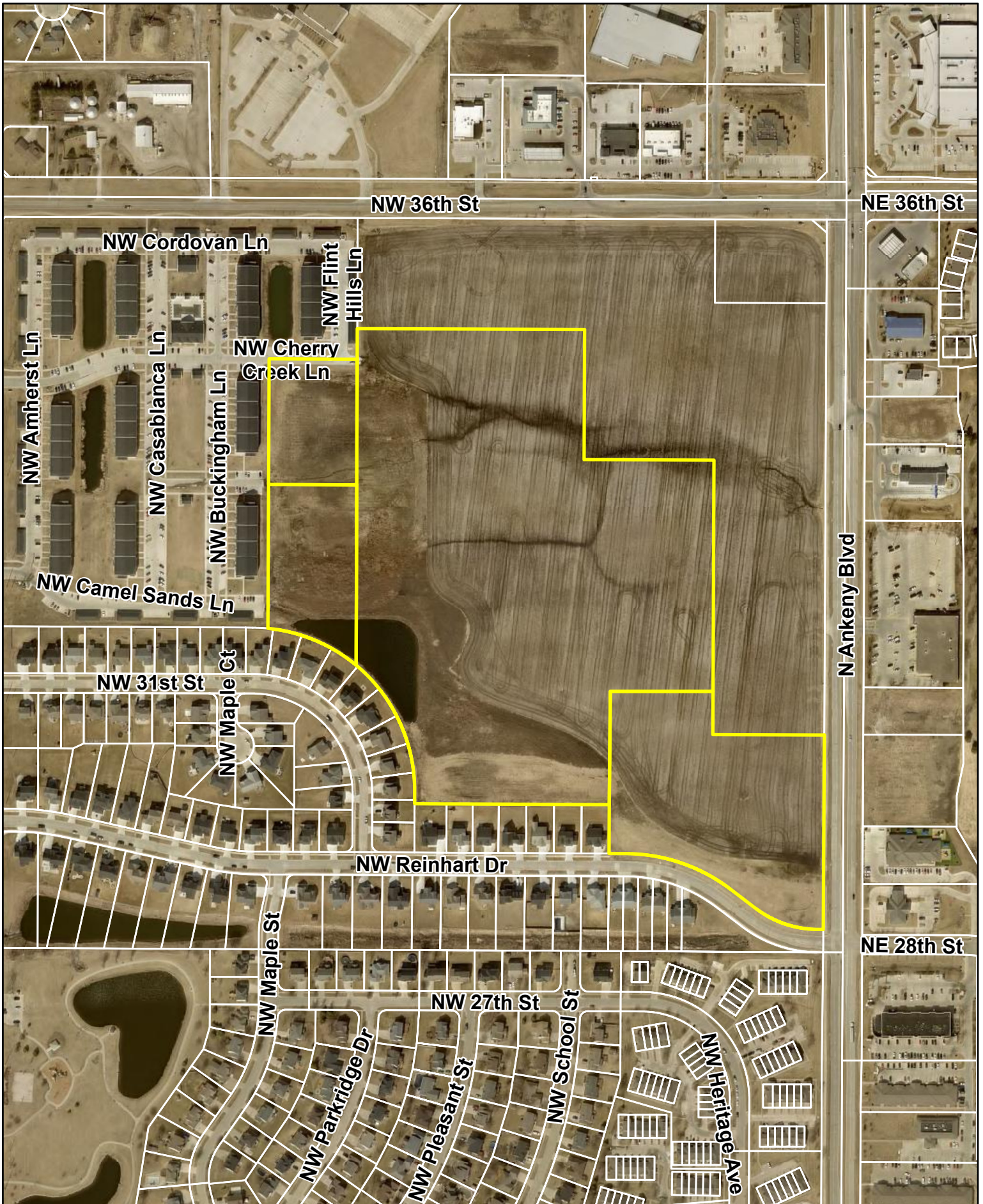
WATER SYSTEM:

USAGE: Based upon other Assisted Living Facilities, 128 beds = 40,000 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 = 378 feet

Date: 6/14/2023

**Piper Properties Plat 4 - Final Plat
Aerial Map**



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

June 7, 2023

Honorable Mayor, City Council & Planning & Zoning Commission
City of Ankeny
Planning & Building Department
1210 NW Prairie Ridge Drive
Ankeny, Iowa 50021

RE: Piper Properties Plat 4
Final Plat Approval

Honorable Mayor, City Council and Planning & Zoning Commission;

On behalf of Bricktowne Piper LC, we respectfully submit a final plat for your approval. These documents were prepared in accordance with Ankeny's standards and meet the requirements of the R-3 Multiple Family Residential District and C-2 General Retail, Highway-Oriented and Central Business Commercial District. The project is located at the northwest corner of NW Reinhart Drive and N. Ankeny Boulevard within the Piper Properties subdivision and sits on 40.24 Acres. The project involves the platting of two outlots and one buildable lot.

Please accept this submittal for the next available Planning and Zoning Commission and City Council meetings. Please contact me should you have any questions.

Sincerely,

CIVIL DESIGN ADVANTAGE, LLC

Erin K. Ollendike, P.E.

cc: Dickson Jensen, Bricktowne Piper LC
File

Enclosures



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Part of Lot 3 QRS Investments Plat 1, and associated with the development of 965 SE Corporate Wood Drive, Kum & Go Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Stormwater Management Easement

RESOLUTION

RESOLUTION ACCEPTING A STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT, LOCATED ON PART OF LOT 3 QRS INVESTMENTS PLAT 1; AND ASSOCIATED WITH THE DEVELOPMENT OF 965 SE CORPORATE WOODS DRIVE, KUM & GO SITE PLAN

WHEREAS, the City Council approved the final plat for QRS Investments Plat 1 on May 4, 2021;

WHEREAS, a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, located on Part of Lot 3, QRS Investments Plat 1; and associated with the development of 965 SE Corporate Woods Drive, Kum & Go Site Plan, as shown on the attached Exhibit A, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on Part of Lot 3, QRS Investments Plat 1; and associated with the development of 965 SE Corporate Woods Drive, Kum & Go Site Plan are hereby accepted.

PASSED AND APPROVED this 3rd day of July, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Parker Kober, Kum & Go, L.C., 1459 Grand Ave, Des Moines, IA 50309 (515)-457-6215

**STORM WATER MANAGEMENT FACILITY
MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT**

THIS STORM WATER MANAGEMENT FACILITY MAINTENANCE COVENANT AND PERMANENT EASEMENT AGREEMENT is entered into between **KG Store 2212, L.L.C.** (hereinafter referred to as "Grantor") and the **City of Ankeny, Iowa** (hereinafter referred to as "City"), in consideration for the approval by the City of Ankeny, Iowa of the Final Plat.

Grantor is obligated by the Municipal Code of the City of Ankeny to control storm water runoff for the proposed development as a part of the Final Plat permit approval process. In consideration for the City's approval of the Grantor's Final Plat, the parties enter into this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement to control and address storm water runoff for the following described property:

LOT 3, QRS INVESTMENTS DEVELOPMENT – PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF ANKENY,
POLK COUNTY, IOWA.

(hereinafter referred to as the "Benefited Property").

PART I – COVENANTS ON THE BENEFITED PROPERTY

The following provisions are covenants running with the land to the City of Ankeny, binding on all successors and assigns of the Benefited Property and shall only be amended or released with the written permission of the City.

1. Grantor hereby agrees that the storm water runoff for the subdivision/site shall be controlled through installation, construction, and maintenance of a Storm Water Management Facility upon, over, under, through and across the following described property:

See **Exhibit "A"**

(hereinafter referred to as the "Easement Area").

2. Grantor covenants and agrees that the design, construction and maintenance of the Storm Water Management Facility shall meet the storm water runoff control requirements of the Municipal Code of the City of Ankeny, Iowa.
3. It is hereby agreed and covenanted that the above described Benefited Property receives benefit from the Storm Water Management Facility by controlling runoff from the Benefited Property to meet the requirements of the

Municipal Code of the City of Ankeny, Iowa. In recognition of such benefit and to meet the maintenance, repair and replacement obligations of the Municipal Code of the City of Ankeny, Iowa, each of the Benefited Property owners ("Owners") shall be responsible for the proportionate share (determined by the number of lots in the Benefited Property) of any amount required for said obligations. Every owner of a Benefited Property hereby consents and agrees to the covenants and obligations of this Agreement and by virtue of their ownership of a portion of the Benefited Property.

4. It is hereby agreed that Grantor is solely responsible for constructing, installing and ensuring that the Storm Water Management Facility meets the standards and specifications established in the Municipal Code of the City of Ankeny, Iowa. If there is a discrepancy between the requirements in the City's Municipal Code and this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement, this Agreement shall supersede. Grantor's obligations under this Agreement may not and shall not be transferred to the Owners until the City provides written consent to Grantor acknowledging that construction of the Storm Water Management Facility has been completed.
5. Grantor hereby designates, appoints and agrees on behalf of Grantor and all successors and assigns that the Owners are designated as the responsible party for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility.
6. Grantor hereby covenants and agrees that the Owner is hereby designated and authorized by Grantor and all successors and assigns to accept notices and service of process for all Benefited Property Owners as it relates to the inspection, replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility or permanent easement or notice of assessment for replacement, reconstruction, repair, grading and maintenance of the Storm Water Management Facility. The Owners of the Benefited Property are responsible for complying with this Agreement.
7. The Owners shall be responsible for all maintenance, repair and replacement of the Storm Water Management Facility, including obligations set forth in Part II, paragraph 13, subsections (a) and (b) herein that are the obligation of the property owner of the Easement Area, should any property owner of the Easement Area not perform or fail to perform such obligations. The Owners are responsible for performing all other items listed in Part II, paragraph 13, subsections (c) through (i). Should any property owner do anything in conflict with paragraphs 13 through 18 herein, the Owners shall have the responsibility to remove such conflict to assure effectiveness of the Storm Water Management Facility. Grantor and all successors and assignees of the Benefited Property shall comply with all terms of the Easement set forth in Part II herein.
8. The Owners shall inspect the Storm Water Management Facility on an annual basis, including but not limited to all pipes, inlets and outlets for defects, obstructions or changes in the Storm Water Management Facility from the original design of the Facility. The inspection shall be conducted by a licensed professional engineer in the state of Iowa and documented with date stamped photographs of the Storm Water Management Facility. The Owners shall document such inspection by completing the Inspection Report Form available from the City. Any deficiencies or defects noted by the inspection shall be corrected by the Owners. The deficiencies or defects shall be corrected by the Owners within 30 days of receiving the Inspection Report Form. In the event the identified maintenance or repair cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the maintenance or repair cannot be completed within 30 days and provide a plan for completing maintenance or repair. The Inspection photographs and Inspection Report Form shall be submitted to the City for review and shall be kept and maintained for a period of 5 years from the date of inspection.
9. The Owners shall be responsible for providing an as-built volume verification of the Storm Water Management Facility to the City prior to final occupancy being granted to the Owners. The City shall have the right to request an as-built volume verification from the Owners of the Storm Water Management Facility if the annual inspection indicates a deficiency from the original design of the Facility. The as-built deficiency shall be corrected by the Owners within 30 days of receiving notice from the City. In the event the deficiency cannot be completed within 30 days of notice, the responsible party must contact the City with 30 days of notice to explain why the repair cannot be completed within 30 days and provide a plan for completing maintenance or repair.

10. Grantor hereby agrees and consents on behalf of itself and all successors and assigns of the Benefited Property to assessment of the costs of maintaining, reconstructing, repairing, grading or dredging the Easement Area and Storm Water Management Facility on all Benefited Property established by the Grantor pursuant to the formula set forth in paragraph 11, below. Grantor, on behalf of itself and all successors and assigns of the Benefited Property, shall execute an Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken as set forth in paragraph 11, below, to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area.
11. Should the Owners fail to maintain, reconstruct, repair, grade or dredge the Storm Water Management Facility or the Easement Area upon notice from the City, the City may cause such action to be done and assessed to each Benefited Property pursuant to the formula set forth below:

1/1 assessed to each Benefited Property

The assessments on each Benefited Property shall be immediately due and payable to the City pursuant to the terms of the Agreement and Waiver (see **Exhibit "B"**, attached hereto and made a part hereof).

PART II – EASEMENT FOR STORM WATER MANAGEMENT FACILITY AND DRAINAGE

The following provisions in Part II herein are for a permanent easement over the Easement Area running with the land to the City of Ankeny and the Owners.

12. Grantor hereby grants the Owners and the City a Permanent Easement for Storm Water Management Facility and Drainage under, over, through and across the Easement Area described above for the purpose of constructing, reconstructing, repairing, grading and maintaining the Storm Water Management Facility and the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area described above.
13. It is the obligation of the Grantor and all subsequent owners of the above described easement area to maintain the Easement Area and the Storm Water Management Facility as set forth below. The Grantor and all subsequent owners of the Easement Area shall perform the maintenance obligations set forth below in items (a) and (b). The Owners shall perform all maintenance obligations set forth below in items (c) through (i). The Grantor and all subsequent property owners of the Easement Area shall maintain the Easement Area so not to conflict with the maintenance requirements of the Owners or the Owners' right to perform those maintenance obligations. The maintenance obligations for the Storm Water Management Facility are as follows:

Storm water detention and retention ponds or basins:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the basin in the Easement Area and any inlets or outlets located within the Easement Area.
- c. Plant, maintain and replant as necessary permitted vegetation.
- d. Inspect for any defects, obstructions, or any changes in the original design.
- e. Inspect and determine the depth of the pond or basin on an annual basis.
- f. Remove any accumulated sediment from the outlet structures and remove any sediment which may accumulate greater than 12 inches in ponds or basins and greater than 6 inches in an underground detention basin.
- g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintaining the storm water and retention pond or basin to assure the effectiveness for storm water runoff for the subdivision/site.

Grass and Bioretention Swales:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
- b. Remove all trash, litter, debris or obstructions in the grass or bioretention swale and Easement Area.
- c. No chemicals or substances shall be applied to the Easement Area that shall harm or impair the effectiveness of the swale as a storm water runoff control measure.
- d. Replant vegetation as soon as practical when any vegetation dies.
- e. Inspect and determine the depth of the swale on an annual basis.
- f. Remove any sediment accumulated greater than 6 inches which may accumulate in the swale.
- g. Till the soil at the bottom of the swale if the grass swale does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
- h. All repairs shall conform to the original design.
- i. Maintain the grass and/or bioretention swale to assure the effectiveness for storm water runoff for the subdivision/site.

Riparian Buffer:

- a. Mow on a regular basis to maintain the vegetation at the height designated on the original design to prevent erosion.
 - b. Replant the vegetation in the Easement Area as soon as practical when any vegetation dies.
 - c. Remove all trash, litter, debris or obstructions in the Easement Area.
 - d. Inspect for erosion in the riparian buffer on an annual basis.
 - e. Inspect and determine the depth of the riparian buffer on an annual basis.
 - f. Remove any sediment accumulated greater than 25% of the original design depth.
 - g. Till the soil at the bottom of the riparian buffer if it does not drain out within the time established in the design plan and replant vegetation as designated on the original design.
 - h. All repairs shall conform to the original design.
 - i. Maintain the riparian buffer to assure the effectiveness for storm water runoff for the subdivision/site.
14. No chemicals or any substance shall be applied to the storm water maintenance facility that shall harm or impair the effectiveness of the storm water maintenance facility as a storm water runoff control measure.
 15. No structure shall be erected over or within the Easement Area without obtaining the prior written approval of the City Engineer.
 16. No structure, material, device, thing or matter which could possibly obstruct or impede the normal flow of surface water over the Easement Area shall be erected or caused to be placed on the Easement Area.
 17. No planting of trees and shrubs is allowed within the easement area (other than planting allowed and required by the City of Ankeny).
 18. No change shall be made to the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City Engineer.
 19. The Owners, the City and their agents, contractors, employees and assigns shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized plantings or structures placed or erected on the Easement Area and the right to do maintenance, repair, reconstruction, grading and dredging.
 20. Grantor covenants on behalf of the Benefited Properties and the Owners that the Easement Area or any other area appurtenant to or necessary for the operation of the Storm Water Management Facility shall not be sold, transferred, donated or in any other manner conveyed in order to relieve the Grantor, the Benefited Properties or the Owners from complying with the requirements of this Agreement.

21. This Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement and Agreement and Waiver shall be deemed to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

Grantor does hereby covenant with the City that Grantor holds said real estate described in this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement by Title In Fee Simple; that Grantor has good and lawful authority to convey the same; and said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.

Words and phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

SIGNATURE PAGE TO FOLLOW

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

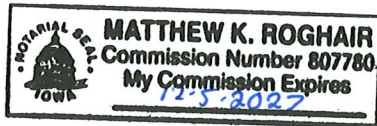
Signed this 12th day of June, 2023

KG Store 2212, L.L.C.:

By: Niki Mason
Name: Niki Mason
Title: SVP, Store Development

STATE OF IOWA, COUNTY OF POLK, ss:

On this 12th day of JUNE, 27, before me, the undersigned, a Notary Public in and for said County and State personally appeared NIKI MASON, to me personally known, who being by me duly sworn, did say that he is SVP, SD, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the KG Store 2212, L.L.C., by it and by him voluntarily executed.



Matthew K. Roghair
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

I, _____, City Clerk of the City of Ankeny, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Ankeny by Resolution and Roll Call No. _____, passed on the _____ day of _____, _____, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, _____.

City Clerk of the City of Ankeny, Iowa

Owner:

By: Niki Mason
Name: Niki Mason
Title: SVP, Store Development

STATE OF IOWA, COUNTY OF POLK, ss:

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of the corporation executing the within and foregoing instrument to which this is attached; that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that _____, as said officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT 'A' - EASEMENT PLAT

DETENTION EASEMENT 'A' DESCRIPTION

A PART OF LOT 3, QRS INVESTMENTS DEVELOPMENT PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°22'12" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 29.92 FEET; THENCE SOUTH 00°18'31" EAST, 22.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°18'31" EAST, 55.00 FEET; THENCE SOUTH 89°41'29" WEST, 84.91 FEET; THENCE NORTH 00°00'44" EAST, 55.00 FEET; THENCE NORTH 89°41'29" EAST, 84.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES (4,662 SQUARE FEET).

DETENTION EASEMENT 'B' DESCRIPTION

A PART OF LOT 3, QRS INVESTMENTS DEVELOPMENT PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00°00'44" WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 139.21 FEET; THENCE SOUTH 89°41'29" WEST, 9.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'44" WEST, 160.00 FEET; THENCE SOUTH 89°41'29" WEST, 104.91 FEET; THENCE NORTH 00°00'44" EAST, 160.00 FEET; THENCE NORTH 89°41'29" EAST, 104.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.39 ACRES (16,786 SQUARE FEET).

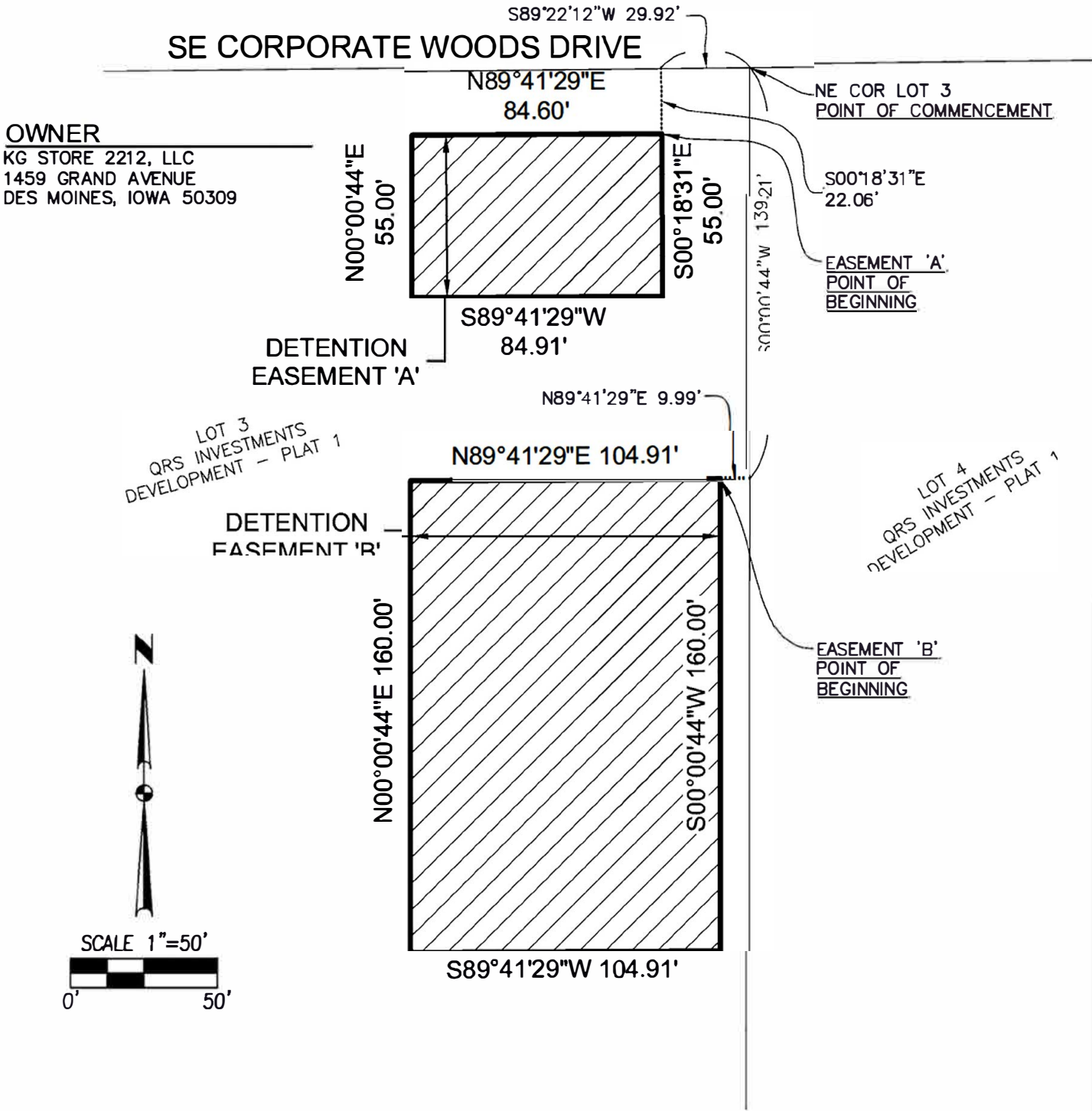


EXHIBIT "B"

AGREEMENT AND WAIVER POST CONSTRUCTION STORM WATER MANAGEMENT

THIS AGREEMENT made and entered into by and between the City of Ankeny, Iowa, hereinafter referenced the CITY, and KG Store 2212, L.L.C., hereinafter referenced the PROPERTY OWNERS.

WITNESSETH:

WHEREAS, the City desires to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities; and

WHEREAS, the Property Owner, as the developer and/or owner of a construction or reconstruction project in the City of Ankeny, is subject to the program implemented by the City to address storm water runoff from the project; and

WHEREAS, in order to comply with the program implemented by the City, the Property Owner has executed a Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement (hereinafter "Agreement") with the City to address the rights and obligations of the parties regarding control of post-construction storm water runoff from the project; and

WHEREAS, a provision of the Agreement requires the Property Owner to execute this Agreement and Waiver in favor of the City to allow the City to recover any costs expended for action taken by the City, its consultants, contractors and assigns to address the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management Facility or Easement Area if the Property Owner or the Property Owner's successors and assigns fail to do so; and

WHEREAS, this Agreement and Waiver is made in conjunction with the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement located on:

A PART OF LOT 3, QRS INVESTMENTS DEVELOPMENT – PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°22'12" WEST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 29.92 FEET; THENCE SOUTH 00°18'31" EAST, 22.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°18'31" EAST, 55.00 FEET; THENCE SOUTH 89°41'29" WEST, 84.91 FEET; THENCE NORTH 00°00'44" EAST, 55.00 FEET; THENCE NORTH 89°41'29" EAST, 84.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.11 ACRES (4,662 SQUARE FEET).

AND

A PART OF LOT 3, QRS INVESTMENTS DEVELOPMENT – PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00°00'44" WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 139.21 FEET; THENCE SOUTH 89°41'29" WEST, 9.99 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'44" WEST, 160.00 FEET; THENCE SOUTH 89°41'29" WEST, 104.91 FEET; THENCE NORTH 00°00'44" EAST, 160.00 FEET; THENCE NORTH 89°41'29" EAST, 104.91 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.39 ACRES (16,786 SQUARE FEET).

and applies to the property described as:

LOT 3, QRS INVESTMENTS DEVELOPMENT – PLAT 1, AN OFFICIAL PLAT, IN THE CITY OF ANKENY, POLK COUNTY, IOWA.

NOW, THEREFORE, BE IT AGREED AMONG THE PARTIES AS FOLLOWS:

1. In the event the Property Owner or its successors and assigns fail to comply with the requirements of the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement regarding any action necessary for the maintenance, reconstruction, repair, grading or dredging of the Storm Water Management

Facility or Easement Area, the City shall have the right to cause the above-described actions completed in accordance with such plans and specifications as it shall deem appropriate.

2. For the purpose of this Agreement, the City may elect to enter into a contract for the completion of such actions as a part of any contract(s) and assess the cost of such actions to the Property Owner or its successors and assigns pursuant to the formula established in the Storm Water Management Facility Maintenance Covenant and Permanent Easement Agreement.
3. In consideration for the completion of such actions by the City, the undersigned Property Owners hereby WAIVE the following:
 - A. All legal formalities of whatsoever kind or character required by the laws of Iowa to be observed by cities in the completion of said actions where the expense of such Improvements is to be assessed against private property; and
 - B. Each and every question of jurisdiction, the intention of the Property Owners being to authorize and direct said City to complete such actions without requiring any of the formalities or legal proceedings required of cities by the statutes of Iowa; and
 - C. Any limitation of the amount of said assessment as a percentage of valuation as provided in the Code of Iowa; and
 - D. Any right to defer or postpone the payment for any such action.
4. It is further agreed that:
 - A. When said actions have been constructed or completed in accordance with the plans and specifications, the City may make assessments against the properties of the undersigned Property Owners, or their successors or assigns, for their pro-rata share of the entire cost of the construction and/or completion of said actions.
 - B. Said assessments shall be due immediately and will be paid to the City of Ankeny and shall constitute a lien upon the properties hereinafter described. Further, each of the undersigned Property Owners hereby agree to accept responsibility for the assessment which is thus assessed against the Owner's property.
 - C. Said assessments shall have the same legal force and effect as if all the legal formalities provided by law in such cases had been fully and faithfully performed and observed.
5. The amount and proportion of the cost of the actions completed by the City to be paid shall be ascertained and determined by the City's engineering staff and reported to the City Council, which shall make such changes or alterations as they may require. When said costs are determined and approved by the City Council, they shall constitute the assessments against the properties.
6. The Property Owners retain the right to request of the City a review of the mathematical calculations made to ensure their accuracy.
7. Property Owners hereby authorize the City Council to pass any Resolution requisite or necessary to order and secure said actions, to provide for the construction of the same and to make the assessments herein provided for, without further notice to said Property Owners or any of them. Any such Resolution may contain recitals that said actions are ordered or made by the Council without petition of Property Owners, without in any way qualifying this Agreement or releasing the Property Owners from their obligation to pay the assessments levied against their property for the cost of said action.
8. Each Property Owner warrants that the real estate described below is free and clear of all liens and encumbrances other than for ordinary taxes, except for such liens as are held by lienholders hereinafter listed and designated as signers of this Agreement and Waiver. Each lienholder designated below, by execution of this Agreement and Waiver, consent to the subordination of its lien to the lien of the assessment levied pursuant hereto.

9. Each Property Owner further agrees that the terms of this Agreement and Waiver shall become a covenant which runs with the land of the below-referenced property, and shall be binding upon all successors and assigns. Furthermore, each Property Owner shall give a copy of this Agreement and Waiver to all successors and assigns.
10. The signatories and the City agree this document will be recorded in the office of the appropriate county recorder to ensure that any and all future purchasers of property are put on notice of the above conditions.

PROPERTY OWNER NAME: KG STORE 2212, L.L.C.

By Niki Mason
Name Niki Mason
Date June 12, 2023
Witness 
Name Douglas M. Rooney



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Public Utility Easement, located on Part of Lot 3 QRS Investments Plat 1, and associated with the development of 965 SE Corporate Wood Drive, Kum & Go Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Public Utility Easement

RESOLUTION

RESOLUTION ACCEPTING AN PUBLIC UTILITY EASEMENT, LOCATED ON PART OF LOT 3 QRS INVESTMENTS PLAT 1; AND ASSOCIATED WITH THE DEVELOPMENT OF 965 SE CORPORATE WOODS DRIVE, KUM & GO SITE PLAN

WHEREAS, the City Council approved the final plat for QRS Investments Plat 1 on May 4, 2021;

WHEREAS, a Public Utility Easement, located on Part of Lot 3, QRS Investments Plat 1; and associated with the development of 965 SE Corporate Woods Drive, Kum & Go Site Plan, as shown on the attached Exhibit A, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that a Public Utility Easement located on Part of Lot 3, QRS Investments Plat 1; and associated with the development of 965 SE Corporate Woods Drive, Kum & Go Site Plan are hereby accepted.

PASSED AND APPROVED this 3rd day of July, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Parker Kober, Kum & Go, L.C., 1459 Grand Ave, Des Moines, IA 50309, (515)-457-6215

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, KG Store 2212, L.L.C., of the City of Des Moines, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 12th day of June, 2023

KG Store 2212, L.L.C.:

By: Niki Mason
Name: Niki Mason
Title: SVP, Store Development

STATE OF IOWA, COUNTY OF POLK, ss:

On this 12th day of JUNE, 2023 before me, the undersigned, a Notary Public in and for said County and State personally appeared NIKI MASON, to me personally known, who being by me duly sworn, did say that he is SVP, SD, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the KG Store 2212, L.L.C., by it and by him voluntarily executed.

Matthew K. Roghair
Notary Public in and for the State of Iowa

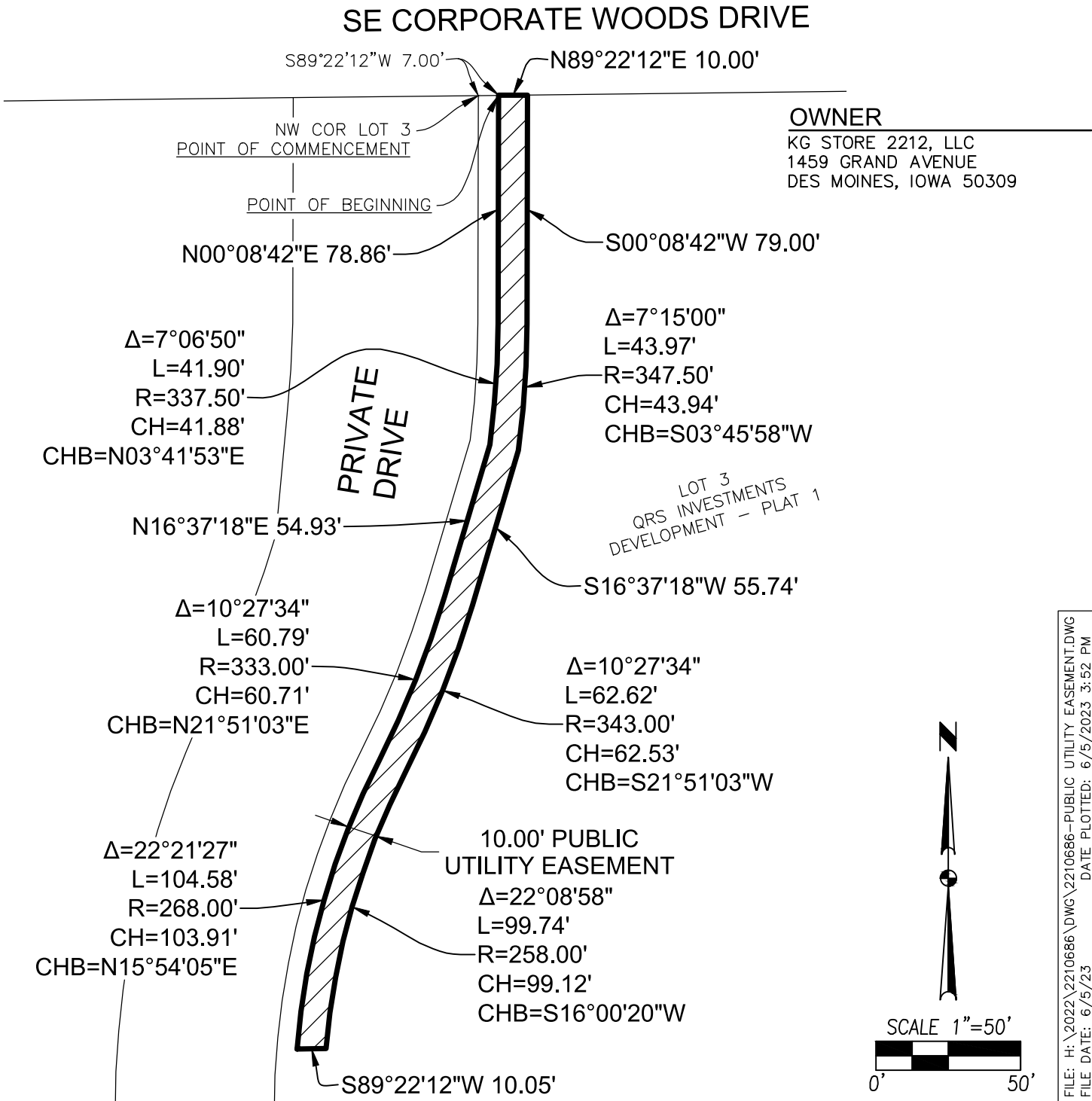


EXHIBIT 'A' - EASEMENT PLAT

PUBLIC UTILITY EASEMENT DESCRIPTION

A PART OF LOT 3, QRS INVESTMENTS DEVELOPMENT – PLAT 1, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89°22'12" EAST ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°22'12" EAST ALONG SAID NORTHERLY LINE, 10.00 FEET; THENCE SOUTH 00°08'42" WEST, 79.00 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 347.50 FEET, WHOSE ARC LENGTH IS 43.97 FEET AND WHOSE CHORD BEARS SOUTH 03°45'58" WEST, 43.94 FEET; THENCE SOUTH 16°37'18" WEST, 55.74 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 343.00 FEET, WHOSE ARC LENGTH IS 62.62 FEET AND WHOSE CHORD BEARS SOUTH 21°51'03" WEST, 62.53 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 258.00 FEET, WHOSE ARC LENGTH IS 99.74 FEET AND WHOSE CHORD BEARS SOUTH 16°00'20" WEST, 99.12 FEET; THENCE SOUTH 89°22'12" WEST, 10.05 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 268.00 FEET, WHOSE ARC LENGTH IS 104.58 FEET AND WHOSE CHORD BEARS NORTH 15°54'05" EAST, 103.91 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 333.00 FEET, WHOSE ARC LENGTH IS 60.79 FEET AND WHOSE CHORD BEARS NORTH 21°51'03" EAST, 60.71 FEET; THENCE NORTH 16°37'18" EAST, 54.93 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 337.50 FEET, WHOSE ARC LENGTH IS 41.90 FEET AND WHOSE CHORD BEARS NORTH 03°41'53" EAST, 41.88 FEET; THENCE NORTH 00°08'42" EAST, 78.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES (3,411 SQUARE FEET).





ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting a Public Gas Easement, located on Part of Lot 3 QRS Investments Plat 1, and associated with the development of 965 SE Corporate Wood Drive, Kum & Go Site Plan.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Gas Easement

RESOLUTION

RESOLUTION ACCEPTING AN PUBLIC GAS EASEMENT, LOCATED ON PART OF LOT 3 QRS INVESTMENTS PLAT 1; AND ASSOCIATED WITH THE DEVELOPMENT OF 965 SE CORPORATE WOODS DRIVE, KUM & GO SITE PLAN

WHEREAS, the City Council approved the final plat for QRS Investments Plat 1 on May 4, 2021;

WHEREAS, a Public Gas Easement, located on Part of Lot 3, QRS Investments Plat 1; and associated with the development of 965 SE Corporate Woods Drive, Kum & Go Site Plan, as shown on the attached Exhibit A, has been submitted and approved by the City Engineer and Director of Community Development of the City of Ankeny, Iowa.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that a Public Gas Easement located on Part of Lot 3, QRS Investments Plat 1; and associated with the development of 965 SE Corporate Woods Drive, Kum & Go Site Plan are hereby accepted.

PASSED AND APPROVED this 3rd day of July, 2023.

CITY OF ANKENY

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information: Parker Kober, Kum & Go, L.C., 1459 Grand Ave, Des Moines, IA 50309 (515)-457-6215

PUBLIC GAS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, KG Store 2212, L.L.C., of the City of Des Moines, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit "A"

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Gas

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

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

Signed this 12th day of June, 2023

KG Store 2212, L.L.C.:

By: Niki Mason
Name: Niki Mason
Title: SVP, Store Development

STATE OF IOWA, COUNTY OF POLK, ss:

On this 12th day of JUNE, 23, before me, the undersigned, a Notary Public in and for said County and State personally appeared NIKI MASON, to me personally known, who being by me duly sworn, did say that he is SVP, SD, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the KG Store 2212, L.L.C., by it and by him voluntarily executed.

Matthew K. Roghair
Notary Public in and for the State of Iowa

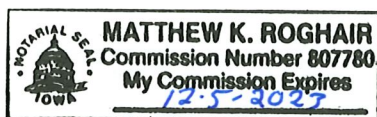


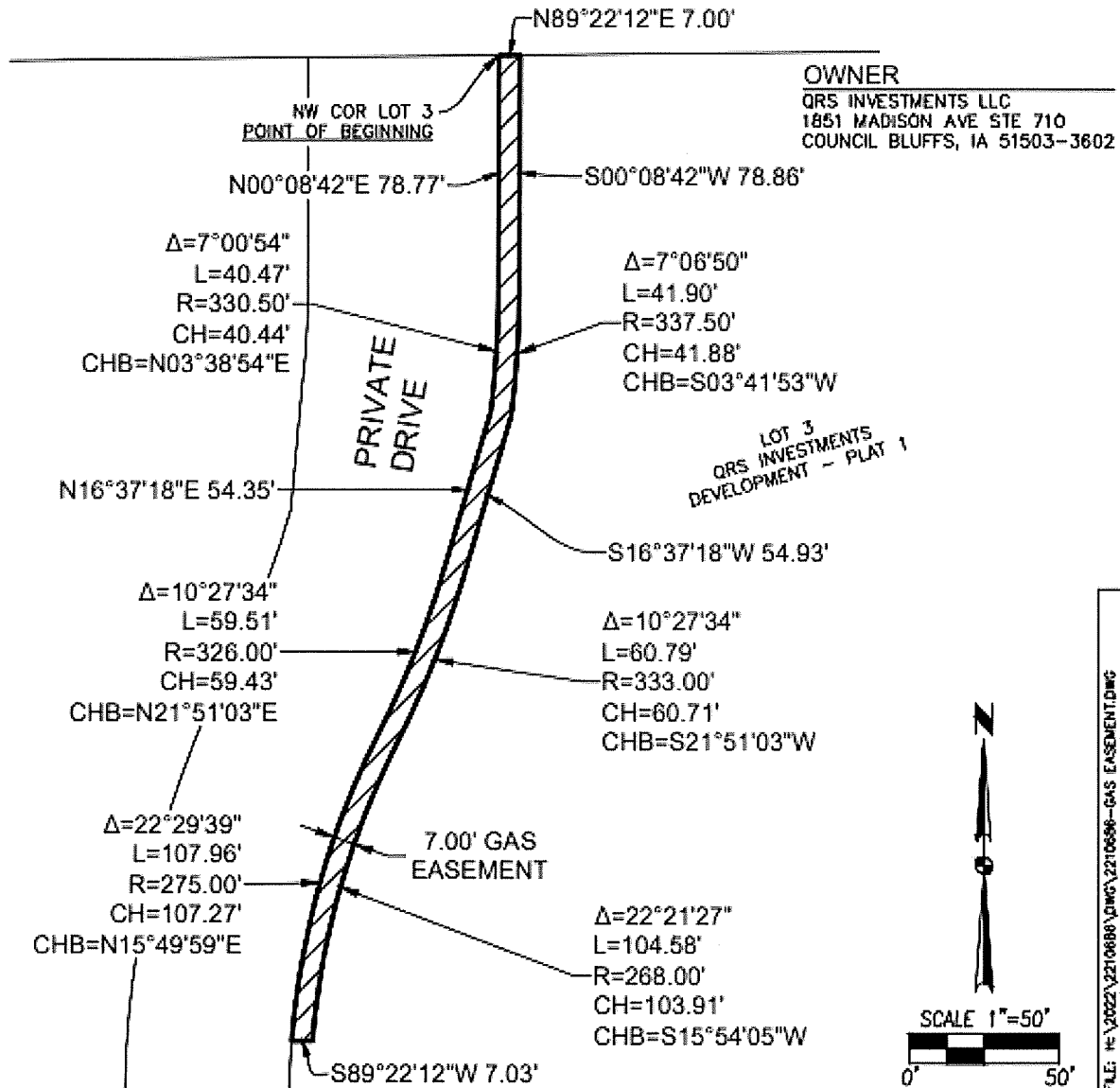
EXHIBIT 'A' - EASEMENT PLAT

GAS EASEMENT DESCRIPTION

A PART OF LOT 3, QRS INVESTMENTS DEVELOPMENT - PLAT 1, AN OFFICIAL PLAT, ALL IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 89°22'12" EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 7.00 FEET; THENCE SOUTH 00°08'42" WEST, 78.86 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 337.50 FEET, WHOSE ARC LENGTH IS 41.90 FEET AND WHOSE CHORD BEARS SOUTH 03°41'53" WEST, 41.88 FEET; THENCE SOUTH 16°37'18" WEST, 54.93 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 333.00 FEET, WHOSE ARC LENGTH IS 60.79 FEET AND WHOSE CHORD BEARS SOUTH 21°51'03" WEST, 60.71 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 268.00 FEET, WHOSE ARC LENGTH IS 104.58 FEET AND WHOSE CHORD BEARS SOUTH 15°54'05" WEST, 103.91 FEET; THENCE SOUTH 89°22'12" WEST, 7.03 FEET TO THE WESTERLY LINE OF SAID LOT 3; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 275.00 FEET, WHOSE ARC LENGTH IS 107.96 FEET AND WHOSE CHORD BEARS NORTH 15°49'59" EAST, 107.27 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 326.00 FEET, WHOSE ARC LENGTH IS 59.51 FEET AND WHOSE CHORD BEARS NORTH 21°51'03" EAST, 59.43 FEET; THENCE NORTH 16°37'18" EAST ALONG SAID WESTERLY LINE, 54.35 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 330.50 FEET, WHOSE ARC LENGTH IS 40.47 FEET AND WHOSE CHORD BEARS NORTH 03°38'54" EAST, 40.44 FEET; THENCE NORTH 00°08'42" EAST ALONG SAID WESTERLY LINE, 78.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,387 SQUARE FEET).

SE CORPORATE WOODS DRIVE





ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** accepting final plat, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements for Albaugh Four Mile Industrial Park.

EXECUTIVE SUMMARY:

The Albaugh Four Mile Industrial Park Final Plat is a proposed 67.10-acre (+/-) plat located south of SE Orallabor Road and east of SE Four Mile Drive. The final plat includes nine buildable lots and three additional lots that lie within a flood hazard area; all of which are zoned M-1, Light Industrial District. The lots that lie within the flood hazard area are not developable and will be tied to their corresponding adjacent lot to ensure that they are not sold separately. The plat includes the addition of one public street (SE 36th Circle) that will provide access for Lots 1-6. Lots 7-9 will be accessed from SE Four Mile Drive via an access drive that's positioned between Lots 8 & 9.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

The Plan and Zoning Commission recommended approval at their meeting on June 20, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

RESOLUTION

RESOLUTION ACCEPTING FINAL PLAT, WARRANTY DEED TO STREETS, SUBDIVISION BONDS FOR SEEDING AND EROSION CONTROL, PERFORMANCE AND MAINTENANCE BONDS FOR PUBLIC IMPROVEMENTS, AND PLATTED EASEMENTS FOR ALBAUGH FOUR MILE INDUSTRIAL PARK

WHEREAS, the Plan and Zoning Commission of the City of Ankeny, Iowa, recommended approval of the final plat for Albaugh Four Mile Industrial Park on the 20th day of June 2023; and

WHEREAS, the attorney's title opinion, warranty deed to streets, subdivision bonds for seeding and erosion control, performance and maintenance bonds for public improvements, and platted easements have been submitted and approved by the City Engineer and the Director of Community Development of the City of Ankeny, Iowa.

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

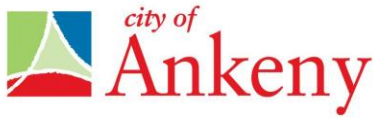
1. That the final plat for Albaugh Four Mile Industrial Park is hereby approved; and
2. That the warranty deed to streets is hereby accepted; and
3. That the subdivision bonds for seeding and erosion control are hereby accepted; and
4. That the performance and maintenance bonds for paving, sanitary sewer, storm sewer, water main, and subgrade are hereby accepted; and
5. That the public gas easement, public sanitary sewer easement, public utility easement, public water main easement, public storm sewer easement, and public ingress/egress easement are hereby accepted; and
6. That sidewalk installation along SE Four Mile Drive is deferred until a future date as determined by the City Council.

PASSED AND APPROVED this 3rd day of July, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



Meeting Minutes
Plan & Zoning Commission Meeting

Plan and Zoning Commission Meeting Minutes

June 20, 2023

Page | 1

Tuesday, June 20, 2023

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

CALL TO ORDER

Chair Ted Rapp called the June 20, 2023 meeting of the Plan & Zoning Commission to order at 6:30 p.m.

ROLL CALL

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

AMENDMENTS TO THE AGENDA

Chair T.Rapp asked that Item #3 be removed from the Consent Agenda. Motion by T.Rapp to approve the agenda with the removal of Item #3, Albaugh Four Mile Industrial Park Final Plat from the Consent Agenda. Second by T.Flack. All voted aye. Motion carried 6 – 0.

REMOVED CONSENT AGENDA ITEMS

Item #3. Albaugh Four Mile Industrial Park Final Plat

Motion to recommend City Council approval of the Albaugh Four Mile Industrial Park Final Plat.

Motion by A.Renaud to approve the recommendations for Consent Agenda Items #3. Second by T.Flack.
Motion carried 5 – 0 – 1 (Abstain: T.Rapp).

INDEX LEGEND

<i>COUNTY:</i> POLK COUNTY, IOWA	<i>CITY:</i> ANKENY
<i>LOCATION:</i> SECTION 32-TWP 80-RGE 23 WEST: PARCEL 2021-228 OF NORTH 1/2 OF SW 1/4 SECTION 32-TWP 80-RGE 23 WEST: SW 1/4 OF NW 1/4 SECTION 32-TWP 80-RGE 23 WEST: 1/2 OF SE 1/4 OF NW 1/4	
<i>REQUESTED BY & PROPRIETORS:</i> DRA PROPERTIES, LC c/o TARA MEREDITH 1515 NE 36TH STREET ANKENY, IOWA 50021 PHONE: (515) 965-5251	
<i>SURVEYOR:</i> ADAM D. SCHOEPPNER, PLS #26306	
<i>SURVEY COMPANY:</i> NILLES ASSOCIATES, INC.	
<i>RETURN TO:</i> ADAM D. SCHOEPPNER, PLS NILLES ASSOCIATES, INC. 1933 SW MAGAZINE ROAD ANKENY, IOWA 50023 PH: (515) 965-0123	

FINAL PLAT

ROLL CALL
Plan & Zoning Commission
Ankeny, IA
Date June 30, 2023
Ayes 5 Nays 0 Abstain 1 Absent 1
APPROVED
J. Rapp Chairperson
Brenda Thompson Secretary

	Found section corner monument, as noted
	Found monument 1/2" IR with orange cap #11579, unless otherwise noted
	Found monument 1/2" IR with yellow cap #16747, 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
D.E.	Drainage Easement
E.E.	Electric Easement
I.E.E.	Ingress / Egress Easement
M.E.C.	MidAmerican Energy Company Underground Electric Easement
P.U.E.	Public Utility Easement
S.S.E.	Sanitary Sewer Easement
S.T.S.E.	Storm Sewer Easement
S.W.E.	Sidewalk Easement
S.W.F.E.	Surface Water Flowage Easement
S.W.M.F.C.	Storm Water Management Facility Maintenance Covenant And Permanent Easement
W.E.	Water main Easement
	Subject boundary line
	Proposed boundary line
	Proposed easement line
	Existing boundary line
	Existing easement line
	Section line
	Special Flood Hazard Area Zone AE Floodway line
	Special Flood Hazard Area Zone AE line
	Other Areas of Flood Hazard Zone X - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile

- Land area : 67.10 acres
2. Zoning : M-1 Light Industrial District
Front Yard: 50 feet
Side Yard: None required, except when adjacent to any Residential district or street right-of-way line, in which case – 50 feet
Rear Yard: 40 feet. Where a railroad right-of-way line lies immediately adjacent to the rear of a lot, the rear yard requirements need not apply
Maximum Height: 75 feet
Maximum Number of Stories: 5 stories
3. The site lies within Zone X with areas of minimal flood hazard; Zone X with areas of 0.2% annual chance flood hazard; Zone AE and Zone AE Floodway with areas of special flood hazard with base flood elevations or depth; all of which as shown on the Flood Insurance Rate Map Community Panel Number 190153 CO210F, with an effective date of February 1, 2019.
4. The east line of East line of Parcel 2021-228 of North Half of Southwest Quarter of Section 32 - Township 80 North - Range 23 West, is assumed to bear South 00 degrees 32 minutes 21 seconds West.
5. Street Lot A to be dedicated to the City of Ankeny for public right-of-way purposes.
6. Lots 7A, 8A and 9A are located in a Special Flood Hazard Area and are to be tied to their corresponding adjacent lot. A floodplain development permit is required for any improvements on these lots.
7. The developer shall be responsible for streetlight installation.
8. Lots 1, 2, & 6 shall not have access off of NE Four Mile Drive.
9. The drive shown between Lots 8 and 9 will be a shared easement with an ingress/egress easement as shown on the plat.
10. The City may require the construction of sidewalk along SE Four Mile Drive at a future date. The owners of Lots 1, 2, 6, 7, 8 and 9 shall be responsible for construction of 5' sidewalk along their respective frontage, if required.
11. The developer shall be responsible to construct the turn lane improvements along SE Four Mile Drive per the approved traffic impact study.

Curve #	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	420.50'	755.00'	31°54'41"	415.09'	N16°42'22"E
C1 (R)	420.50'	755.00'	31°54'41"	415.09'	N16°33'49"E
C2	846.64'	975.00'	49°45'09"	820.29'	N7°47'08"E
C2 (R)	846.64'	975.00'	49°45'09"	820.29'	N7°38'35"E
C3	139.52'	975.00'	8°11'56"	139.40'	N21°11'24"W
C3 (R)	139.52'	975.00'	8°11'56"	139.40'	N21°19'58"W
C4	279.87'	755.00'	21°14'20"	278.27'	N11°22'12"W
C5	70.03'	755.00'	5°18'51"	70.00'	S24°38'48"W
C6	70.61'	755.00'	5°21'30"	70.58'	S29°58'58"W
C7	35.01'	975.00'	2°03'26"	35.01'	S31°38'00"W
C8	278.46'	975.00'	16°21'48"	277.51'	S22°25'23"W
C9	180.26'	975.00'	10°35'34"	180.00'	S8°56'42"W
C10	185.20'	975.00'	10°53'00"	184.92'	S1°47'35"E
C11	167.72'	975.00'	9°51'21"	167.51'	S12°09'46"E
C12	145.62'	340.00'	24°32'23"	144.51'	S77°37'24"E
C13	175.60'	410.00'	24°32'23"	174.26'	N77°37'24"W
C14	553.28'	215.00'	147°26'42"	412.76'	N16°23'04"E
C15	178.05'	285.00'	35°47'39"	175.17'	S712°12'36"W
C16	254.92'	285.00'	51°14'55"	246.51'	S28°41'19"W
C17	300.45'	285.00'	60°24'08"	286.73'	S27°08'13"E
C18	160.61'	375.00'	24°32'23"	159.39'	S77°37'24"E
C19	643.35'	285.00'	147°26'42"	479.96'	N16°23'04"E
C20	15.001'	250.00'	3°01'01"	15.001'	S1°33'21"W
C21	15.051'	285.00'	3°01'31"	15.051'	N1°27'55"W
C22	20.62'	755.00'	1°33'55"	20.62'	S28°05'10"W

Parcel 2021-228 of the North Half of the Southwest Quarter of Section 32, Township 80 North, Range 23 West, of the 5th Principal Meridian, as shown on the plat of survey recorded with the Polk County Recorder's Office in Book 18970, Page 881; AND that part of the Southwest Quarter of the Northwest Quarter of said Section 32 and the West Half of the Southeast Quarter of the Northwest Quarter of said Section 32; all of which is located in the City of Ankeny, Polk County, Iowa, and being more particularly described as follows:

beginning at the southwest corner of said Parcel 2021-228; thence North 00 degrees 45 minutes 02 seconds East, along the east right-of-way line of SE Four Mile Drive, a distance of 49.17 feet; thence northeasterly 420.50 feet along a curve to the right, tangent to the last described line, continuing along said east right-of-way line of SE Four Mile Drive, having a radius of 755.00 feet, a delta angle of 31 degrees 54 minutes 41 seconds and a chord distance of 415.09 feet which bears North 16 degrees 42 minutes 22 seconds East; thence North 32 degrees 39 minutes 43 seconds East, tangent to the last described curve, continuing along said east right-of-way line of SE Four Mile Drive, a distance of 566.03 feet; thence northeasterly 846.64 feet along a curve to the left, tangent to the last described line, continuing along said east right-of-way line of SE Four Mile Drive, having a radius of 975.00 feet, a delta angle of 49 degrees 45 minutes 09 seconds and a chord distance of 820.29 feet which bears North 07 degrees 47 minutes 08 seconds East, to the southeasterly line of that part of said Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477; thence North 50 degrees 45 minutes 16 seconds East, along said southeasterly line of that part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477, a distance of 420.64 feet, to the northeasterly line of said part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477; thence North 44 degrees 59 minutes 51 seconds West, along said northeasterly line of that part of the Southwest Quarter of the Northwest Quarter of Section 32, as shown on the Condemnation Proceedings, recorded with the Polk County Recorder's Office in Book 13479, Page 477, a distance of 279.26 feet, to the south line of the North Half of said Northwest Quarter of Section 32; thence South 89 degrees 55 minutes 10 seconds East, along said south line of the North Half of said Northwest Quarter of Section 32, a distance of 1241.21 feet, to the east line of the West Half of Southeast Quarter of said Northwest Quarter of Section 32; thence South 00 degrees 19 minutes 35 seconds West, along said east line of the West Half of Southeast Quarter of said Northwest Quarter of Section 32, a distance of 1321.86 feet, to the north line of the North Half of said Southwest Quarter of Section 32; thence North 89 degrees 50 minutes 58 seconds West, along said north line of the North Half of the Southwest Quarter of Section 32, a distance of 379.45 feet, to the east line of said Parcel 2021-228; thence South 00 degrees 32 minutes 21 seconds West, along said east line of Parcel 2021-228, a distance of 880.99 feet, to south line of said Parcel 2021-228; thence North 89 degrees 50 minutes 58 seconds West, along said south line of Parcel 2021-228, a distance of 1510.82 feet, to said east right-of-way line of SE Four Mile Drive and the Point of Beginning.

Containing 67.10 acres more or less.

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

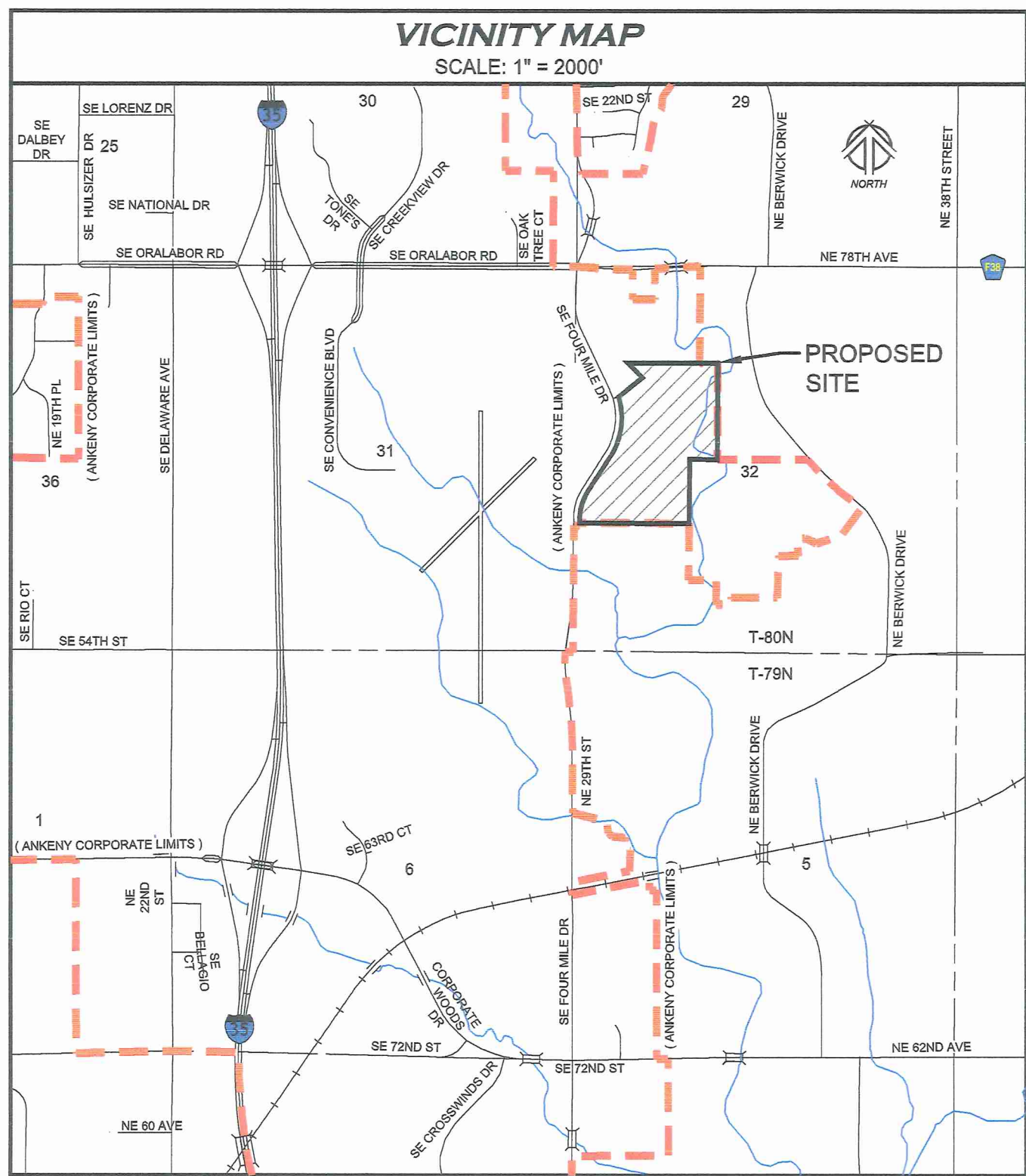
I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature: Adam D. Schoepfner Date: 6/23/23

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

My license renewal date is December 31, 2023 Date of survey: 03/09/22

Pages or sheets covered by this seal: Sheets FP-1 and FP-2 only



1933 SW MAGAZINE RD
ANKENY, IOWA 50023-2555
(515) 965-0123
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:

1.) 5/18/2023 - REVISIONS PER CITY OF ANKENY COMMENTS	
2.) 6/9/2023 - REVISIONS PER CITY OF ANKENY COMMENTS	
3.)	
4.)	
5.)	
6.)	
7.)	

ICE: NILES ASSOCIATES, INC. WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS, AND ENGINEERING INTENT THEY CONVEY, OR PROBLEMS WHICH ARISE FROM FAILURE TO OBTAIN AND/OR FOLLOW THE ENGINEER'S ADVICE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

ALBAUGH FOUR MILE INDUSTRIAL PARK

RECEIVED

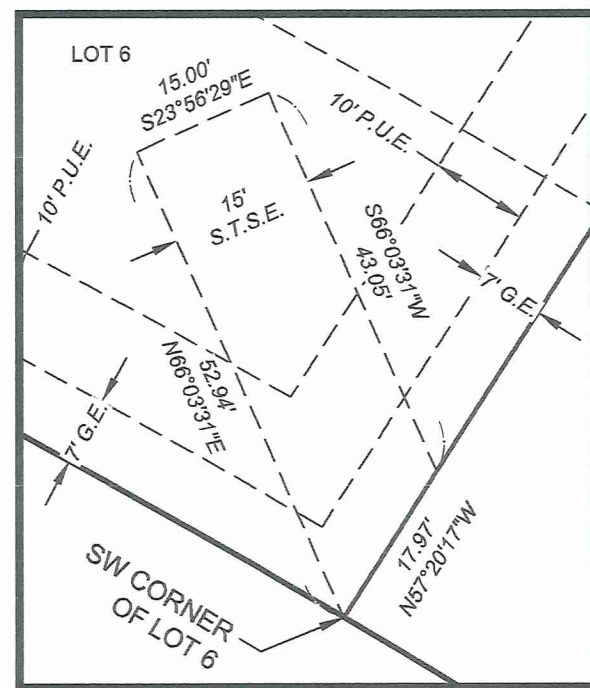
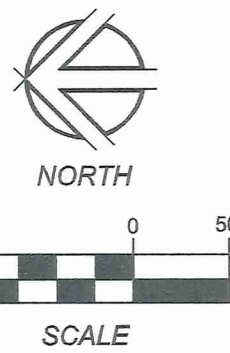
FINAL PLAT

PARCEL 2021-228 OF NORTH 1/2 OF SW 1/4 AND PART OF SOUTH 1/2 OF NW 1/4 OF SECTION 32 - TWP 80 - RGE 23

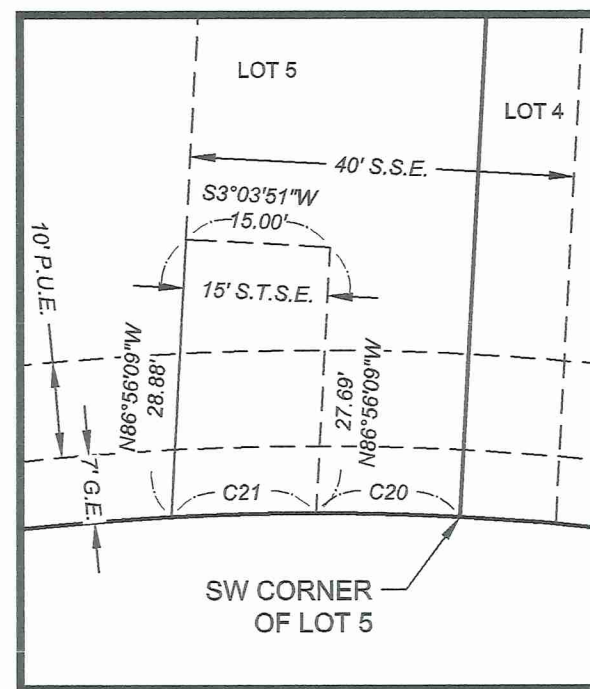
PROJECT NAME:
DESCRIPTION:

NAI NO.:	22074
DATE:	6/9/2023
DRAWN BY:	TJH
CHECKED BY:	ADS
SHEET SIZE:	24" X 36"
SHEET TITLE:	FP-1
SHEET NO.:	1/2

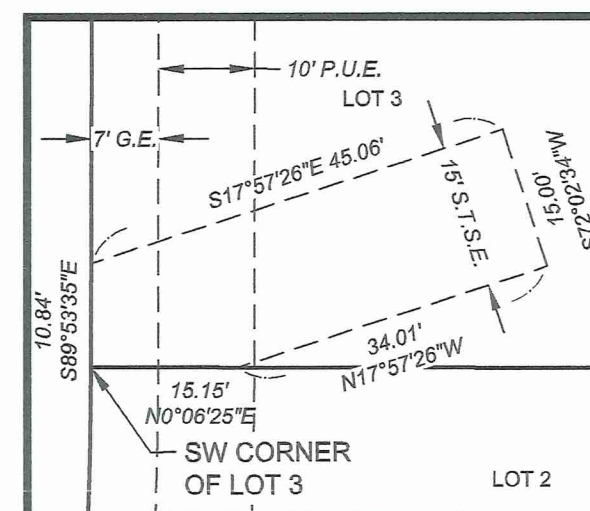
CITY OF ANKENY



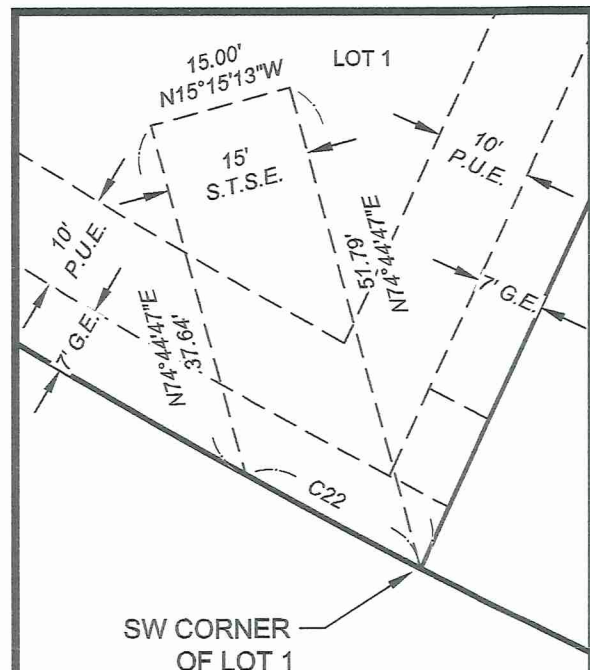
EASEMENT DETAIL A
SCALE: 1" = 20'



EASEMENT DETAIL B
SCALE: 1" = 20'



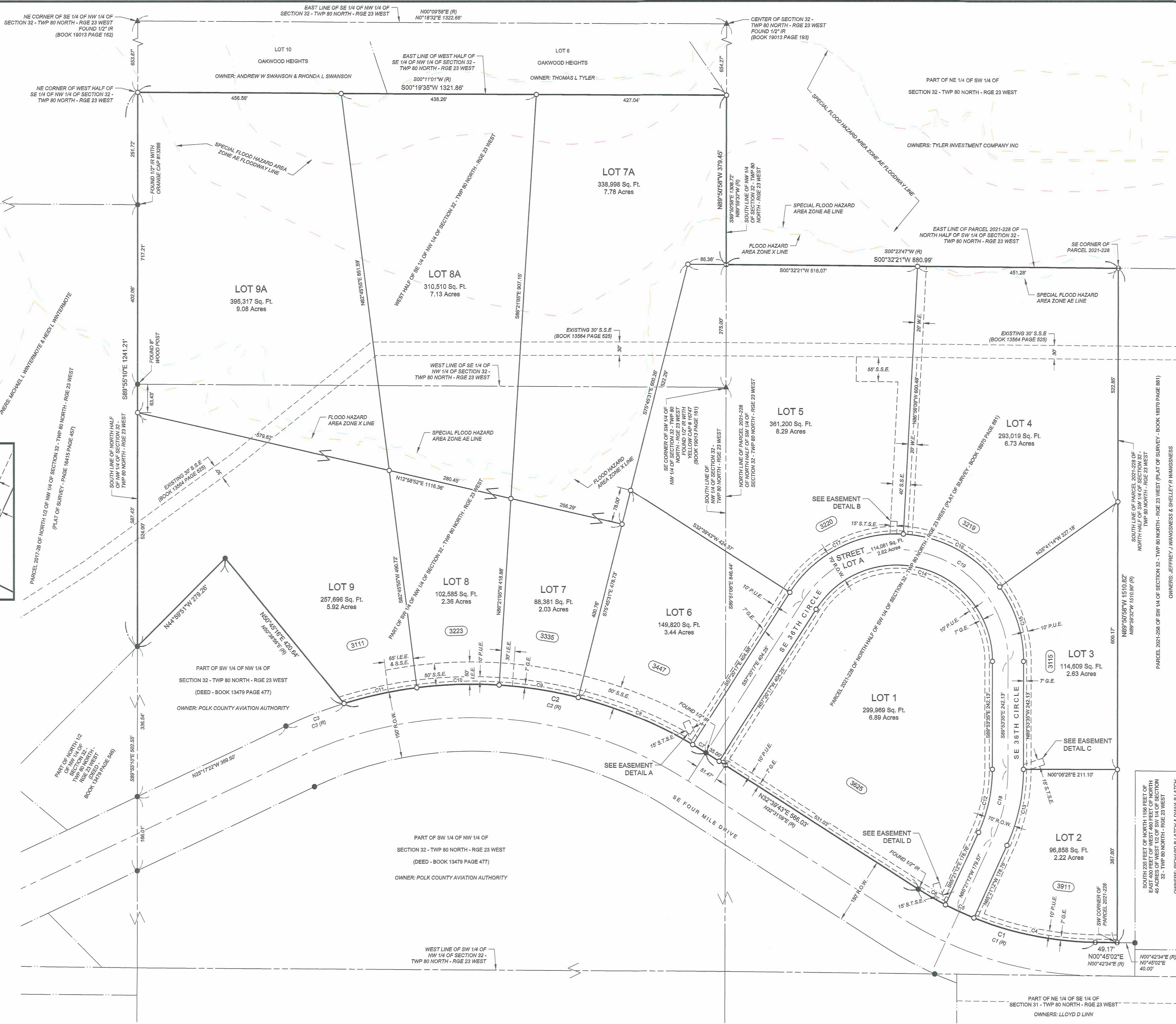
EASEMENT DETAIL C
SCALE: 1" = 20'



EASEMENT DETAIL D
SCALE: 1" = 20'

CURVE TABLE

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C22	20.62'	755.00'	1°33'55"	20.62'	S28°05'10"W



1935 SW MAGAZINE RD
ANKENY, IOWA 50023-2555
(515) 965-0123
Civil Engineering - Land Surveying
Landscape Architecture

NILLES ASSOCIATES

REVISIONS:
1) 5/10/2023 - REVISIONS PER CITY OF ANKENY COMMENTS
2) 6/9/2023 - REVISIONS PER CITY OF ANKENY COMMENTS
3) 6/9/2023 - REVISIONS PER CITY OF ANKENY COMMENTS
4) 6/9/2023 - REVISIONS PER CITY OF ANKENY COMMENTS
5) 6/9/2023 - REVISIONS PER CITY OF ANKENY COMMENTS
6) 6/9/2023 - REVISIONS PER CITY OF ANKENY COMMENTS
7) 6/9/2023 - REVISIONS PER CITY OF ANKENY COMMENTS

NOTE: NILLES ASSOCIATES, INC. MAKES NO WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY, COMPLETENESS, OR SUFFICIENCY OF THE INFORMATION PROVIDED HEREIN. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREIN.

PROJECT NAME: ALBAUGH FOUR MILE INDUSTRIAL PARK
PARCEL 2021-228 OF NORTH 1/2 OF SW 1/4 AND PART OF SOUTH 1/2 OF NW 1/4 OF SECTION 32 - TWP 80 N - RGE 23 W

DATE: 6/9/2023
DRAWN BY: TJH
CHECKED BY: ADS
SHEET SIZE: 24" X 36"
SHEET TITLE: FP-2
SHEET NO.: 2/2

Agenda Item: Albaugh Four Mile Industrial Park - Final Plat
Report Date: June 15th, 2023
Prepared by: Bryan Morrissey, Associate Planner

ESC

Staff Recommendation:

That the Plan and Zoning Commission recommend City Council approval of the Albaugh Four Mile Industrial Park Final Plat.

Project Summary:

The Albaugh Four Mile Industrial Park Final Plat is a proposed 67.10-acre (+/-) plat located south of SE Oralabor Road and east of SE Four Mile Drive. The final plat includes nine buildable lots and three additional lots that lie within a flood hazard area; all of which are zoned M-1, Light Industrial District. The lots that lie within the flood hazard area are not developable and will be tied to their corresponding adjacent lot to ensure that they are not sold separately. The plat includes the addition of one public street (SE 36th Circle) that will provide access for Lots 1-6. Lots 7-9 will be accessed from SE Four Mile Drive via an access drive that's positioned between Lots 8 & 9.

Project Report:

Streets: The proposed final plat includes the creation of SE 36th Circle (Street Lot A) that will be deeded to the City for right-of-way purposes upon recordation of the final plat. SE 36th Circle will provide access for Lot 1-6 within the development. As has been the case with similar developments along SE Four Mile Drive, sidewalk installation will be deferred until a time that the Council deems to be appropriate.

Water: Water service for the development will stem from a twelve-inch water line that runs along the south end of the subject property. A ten-inch line will be extended through lots 1-4 while an eight-inch line will be extended through lots 5-9.

Sewer: Eight-inch sanitary service will be extended throughout the development by connecting to the sixty-inch WRA sanitary line that runs along the eastern side of the project boundary.

Drainage: Individual lots on the site will require on-site detention while stormwater in the area generally flows from west to east. This area lies within the Middle Fourmile Creek Subwatershed.

Parkland: Parkland dedication is not required for industrial developments.

**CITY OF ANKENY
SUBDIVISION DATA**

NAME OF PLAT: Albaugh Four Mile Industrial Park
NAME OF OWNER: DRA Properties, LC
NAME OF DEVELOPER: DRA Properties, LC

GENERAL INFORMATION:

PLAT LOCATION: South of SE Oralabor Road & East of SE Four Mile Drive
SIZE OF PLAT: 67.10 Acres
ZONING: M-1, Light-Industrial District

LOTS:

NUMBER: 9 Industrial Lots & 3 Outlots
SIZE/DENSITY: Lot 1: 6.89 Acres, Lot 2: 2.22 Acres, Lot 3: 2.63 Acres, Lot 4: 6.73 Acres, Lot 5: 8.29 Acres, Lot 6: 3.44 Acres, Lot 7: 2.03 Acres, Lot 8: 2.36 Acres, Lot 9: 5.92 Acres
USE: Light Industrial
BUILDING LINES: Front = 50', Side = none required, except when adjacent to any residential district, in which case – 50', Rear = 40'

PARK SITE DEDICATION: Not Required for Industrial Developments

ADJACENT LANDS:

NORTH: R-1, One-Family Residence District (undeveloped)
SOUTH: LDR, Low Density Residential (Polk County)
EAST: AT, Agricultural Transition District (Polk County)
WEST: R-1, One-Family Residence District

WASTE WATER:

PROJECTED FLOWS: 67.10 acres of developable land x 5000 gal. per day/acre of developable land = 335,500 GPD
TREATMENT PLANT CAPACITY (FOUR MILE): Design: 47 MGD; current daily avg. 18 MGD

STORM WATER:

BASIN FLOWS: This plat lies in the Middle Four Mile Creek Basin

WATER SYSTEM:

USAGE: 67.10 acres of developable land x 5000 gal. per day/acre of developable land = 335,500 GPD estimate
SUPPLY CAPACITY: 13.72 MGD; Current daily avg. 6.2 MGD.

FINAL PLAT DRAWING: Staff recommends approval.

CONSTRUCTION PLANS: To be approved.



N
1 inch = 800 feet
Date: 6/14/2023

**Albaugh Four Mile Industrial Park -
Final Plat**

May 19, 2023

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

RE: Albaugh Four Mile Industrial Park – Approval Letter

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

On behalf DRA Properties, LC, we are submitting the enclosed Final Plat for Albaugh Four Mile Industrial Park located in the SW and NW quarters of Section 32-80-23. The property consists of 67.1 acres and was recently annexed into the City of Ankeny. The property has been rezoned from R-1 to M-1 and anticipated uses are expected to be consistent with the City's comprehensive plan.

The plat proposes 9 buildable lots ranging from 2.03 to 8.29 acres in size. A public street is proposed along with public sanitary sewer, water main, and storm sewer. Each lot within the development will be required to provide on site stormwater detention. The owner is requesting to defer the installation of sidewalk along SE Four Mile Drive until a later date as determined by the Council.

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. Thank you very much for your time and consideration.

Sincerely,

Adam Schoeppner, PLS
NILLES ASSOCIATES, INC.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of water main, sanitary sewer, and storm sewer in Albaugh Four Mile Industrial Park.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF WATER MAIN, SANITARY SEWER, AND STORM SEWER IN ALBAUGH FOUR MILE INDUSTRIAL PARK

WHEREAS, the plans and specifications for the construction of water main, sanitary sewer, and storm sewer in Albaugh Four Mile Industrial Park have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval and the City Council has approved the final plat for Albaugh Four Mile Industrial Park.

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

1. That the plans and specifications for the construction of water main, sanitary sewer, and storm sewer are hereby accepted; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 3rd day of July, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of street paving in Albaugh Four Mile Industrial Park.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF STREET PAVING IN ALBAUGH FOUR MILE INDUSTRIAL PARK

WHEREAS, the plans and specifications for the construction of street paving in Albaugh Four Mile Industrial Park have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contract for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Albaugh Four Mile Industrial Park.

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

1. That the plans and specifications for the construction of street paving are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED on this 3rd day of July, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** approving plans and specifications, contracts, and performance and maintenance bonds for the construction of subgrade in Albaugh Four Mile Industrial Park.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

Approve and accept resolution.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

RESOLUTION APPROVING PLANS AND SPECIFICATIONS, CONTRACTS, AND PERFORMANCE AND MAINTENANCE BONDS FOR THE CONSTRUCTION OF SUBGRADE IN ALBAUGH FOUR MILE INDUSTRIAL PARK

WHEREAS, the plans and specifications for the construction of subgrade in Albaugh Four Mile Industrial Park have been submitted and approved by the City Engineer; and

WHEREAS, the three-party contracts for construction and the performance and maintenance bonds for the above-described improvements have been submitted and accepted by the City Engineer; and

WHEREAS, the Plan and Zoning Commission recommended City Council approval, and the City Council has approved the final plat for Albaugh Four Mile Industrial Park.

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

1. That the plans and specifications for the construction of subgrade are hereby approved; and
2. That the three-party contracts for construction and the performance and maintenance bonds are hereby accepted; and
3. That permission is hereby granted to the parties of said contract to construct said above-described improvements, subject to inspection and approval of the City Engineer, in accordance with said contract and plans and specifications.

PASSED AND APPROVED this 3rd day of July, 2023.

CITY OF ANKENY, IOWA

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Municipal Utilities

COUNCIL GOAL:
Upgrade Essential Infrastructure

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt a **RESOLUTION** cancelling the original contracts and bonds and accepting new contracts and bonds for the Canyon Landing Plat 2 project.

EXECUTIVE SUMMARY:
The action before the Council is the adoption of a resolution cancelling the original contracts and bonds and new contracts and bonds for the construction of paving improvements for the Canyon Landing Plat 2 project.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approve the motion to adopt a **RESOLUTION** cancelling the original contracts and bonds and accepting replacement contracts and bonds from a different contractor for the construction of pavement improvements for the Canyon Landing project.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Contract & Bonds

RESOLUTION

RESOLUTION AGREEING TO CANCELLATION OF ORIGINAL CONTRACTS AND BONDS AND APPROVING NEW CONTRACTS AND BONDS FOR THE CONSTRUCTION OF STREET PAVING CANYON LANDING PLAT 2

WHEREAS, the City of Ankeny, Iowa approved the plans and specifications, contract, and performance and maintenance bonds for paving improvements, for Canyon Landing Plat 2 on the 16th day of May 2022 under Resolution No. 2022-275; and

WHEREAS, the Developer, Stubbs Development, has advised City staff this project will be paved by a different contractor; and

WHEREAS, the replacement three party contract for construction and performance and maintenance bonds for the above described improvements have been submitted; and

WHEREAS, the City staff recommends termination of the original contract and bonds for the paving improvements and acceptance of the new contract and bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that it hereby approves the cancellation of the original contract and bonds for paving improvements on Canyon Landing Plat 2.

BE IT FURTHER RESOLVED by the City Council that it hereby approves the contract, performance and maintenance bonds and grants the parties of said contract permission 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 this 3rd day of July 2023.

CITY OF ANKENY, IOWA

By: _____

Mark E. Holm, Mayor

ATTEST:

By: _____
Michelle Yuska, City Clerk

PRIVATE CONSTRUCTION CONTRACT

THIS AGREEMENT, made and entered into as of the 26 day of June, 2023, by and between Sternquist Construction hereinafter called the "contractor", and Stubbs Development 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> </u> Sanitary Sewers	<u> </u> Water Lines
<u> </u> Storm Sewers	<u>X</u> <u> </u> Paving	<u> </u> Subgrade Prep.

As shown in construction plans titled (Project Name) Canyon Landing Plat 2, and bearing an "Approved For Construction Date" of 5/6/2022.

The estimated quantity of work to be done is:

X as shown on the approved plans
 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 July 1, 2023, and shall fully complete the work not later than November 22, 2023.

ARTICLE III: THE CONTRACT AMOUNT

Upon performance of this contract by the contractor, the subdivider shall pay to the contractor the sum of \$ 505,507.75 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.

ARTICLE V: INSPECTION

The subdivider agrees to furnish all engineering work, line and grade and copies of the plans and specifications needed for the job, and to reimburse the City of Ankeny for the cost to the City of all inspection, engineering and incidental services furnished by the City.

ARTICLE VI: CONTRACT DOCUMENTS

The plans and specifications attached hereto are a part of the contract; this instrument shall govern in the event that its provisions are inconsistent with the plans and specifications.

ARTICLE VII: OBLIGATIONS TO CITY

It is agreed that this contract runs in favor of the City of Ankeny, Iowa, and may, if necessary, be enforced by the City for the recovery of any damages the City may sustain by virtue of any breach of any provision of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed with one (1) original document as of the day and year first stated above.

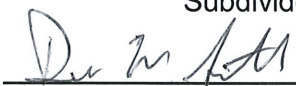
Sternquist Construction

Contractor

by 

email: bfreeman@sternquistconstruction.com
(Required for return of signed document)

Subdivider

by 

email: stubbssdus@gmail.com
(Required for return of signed document)

Approved as to form:

City of Ankeny, Iowa

by 

City Engineer

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Sternquist Construction, Inc. as principal
and Merchants Bonding Company (Mutual) as surety are
held and firmly bound unto the City of Ankeny
and Stubbs Development, Inc. as owner(s)
in the penal sum of

Five Hundred Five Thousand Five Hundred Seven & 75/100 Dollars (\$ \$505,507.75),
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 27th day of June, 20 23.

WHEREAS, the principal has entered into a certain written contract, dated the 26th day of
June, 20 23, with the owner(s) for:

Paving In connection with Canyon Landing Plat 2, Ankeny, IA

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
Stubbs Development, Inc.
 , 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:

Sternquist Construction, Inc.

principal

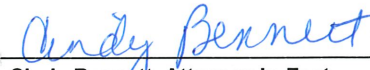
by



Merchants Bonding Company (Mutual)

surety

by


Cindy Bennett, Attorney-in-Fact



City of Ankeny

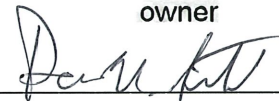
by



Stubbs Development, Inc.

owner

by



CONTRACTOR'S MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That Sternquist Construction, Inc. of Indianola, IA as principal and Merchants Bonding Company (Mutual) of Des Moines, IA as surety are held and 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 * DOLLARS (\$ \$505,507.75), 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.

* Five Hundred Five Thousand Five Hundred Seven & 75/100

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 21st day of June, 2023, wherein said principal or his subcontractors undertakes and agrees to furnish all the materials and labor necessary for the construction of:

Paving In connection with Canyon Landing Plat 2, Ankeny, IA

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 27th day of June,
2023.

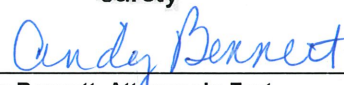
Sternquist Construction, Inc.

principal

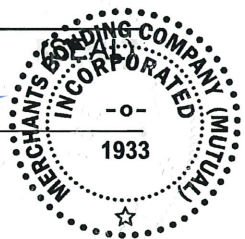
by 

Merchants Bonding Company (Mutual)

surety

by 

Cindy Bennett, Attorney-in-Fact



Approved as to form:

City of Ankeny, Iowa

by 

City Engineer

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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

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 24th day of January, 2023.



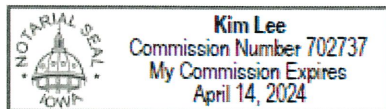
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, 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.



Kim Lee

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 26th day of June, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2023

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

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

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Lisa Johnson PHONE (A/C, No, Ext): E-MAIL ADDRESS: ljohnson@holmesmurphy.com	FAX (A/C, No): 515-221-8765
INSURED Sternquist Construction, Inc 1110 N 14th Street Indianola, IA 50125		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED FIRE & CAS CO INSURER B: LAFAYETTE INS CO INSURER C: CHUBB NATL INS CO INSURER D: INSURER E: INSURER F:	
		NAIC # 13021 18295 10052	

COVERAGES

CERTIFICATE NUMBER: 69054122

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

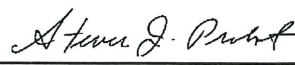
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC ☐ OTHER:		60429025	04/01/23	04/01/24	EACH OCCURRENCE \$ 1,000,000 DAMAGE 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 ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		60429025	04/01/23	04/01/24	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 \$		60429025	04/01/23	04/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	30303590	04/01/23	04/01/24	☒ 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	Inland Marine		60429025	04/01/23	04/01/24	Leased/Rented Equip 250,000
A	Property		60429025	04/01/23	04/01/24	Building & PP 1,572,900
C	Pollution		G24745442	04/01/23	04/01/24	Limit Liability 1,000,000

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

Re: Canyon Landing Plat 2

The City of Ankeny is additional insured with regards to General Liability and Auto if required by written contract. Umbrella is follow form for additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 201 S Ankeny Blvd Ankeny, IA 50021-3117 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Upgrade Essential Infrastructure

ACTION REQUESTED:

Motion

LEGAL:

No Review Required

SUBJECT:

Consider a motion to adopt a **RESOLUTION** accepting a proposal from Iowa Signal, Inc. in the amount of \$66,300.00 for construction of the Flashing Beacon and RRFB Installation for High Trestle Trail RRFB's and School Walkability Improvements.

EXECUTIVE SUMMARY:

The action before the Council is the adoption of a Resolution accepting a proposal from Iowa Signal, Inc. for the Flashing Beacon and RRFB (Rectangular Rapid Flashing Beacon) Installation.

The project will install two (2) sets of school zone flashing beacons for new school crossing crosswalks on SW Prairie Trail Parkway and on NW Weigel Drive; and five (5) sets of RRFB's at the following locations:

- SE Magazine Road at Trilein Drive

- NW Ash Drive at NW Wagner Boulevard
- NW Prairie Ridge Drive at Prairie Ridge Middle School
- High Trestle Trail crossing on SE Magazine Road
- High Trestle Trail crossing on SE Shurfine Drive

The City has purchased and will furnish all materials for the solar-powered beacons required for the project. The contractor will assemble the power units, signs, pushbuttons, and beacons, and construct fourteen (14) bases for installation.

An invitation to submit a proposal went out to four (4) area traffic signal construction firms. Two (2) proposals were received by 10:30 am on June 28, 2023:

Iowa Signal, Inc.	\$66,300.00
Baker Electric, Inc.	\$72,062.00

The Engineer's Estimate was \$40,100, and the bids ranged from 65% to 80% higher than the estimate. Iowa Signal, Inc. has completed numerous similar projects for the City, including a similar project in summer 2022. The Public Works Department recommends awarding the Flashing Beacons and RRFBs Installation to Iowa Signal, Inc. of Grimes, Iowa.

Pending Council approval, the contractor may begin work as soon as a pre-construction meeting is held, in order to complete the project by August 18, 2023.

FISCAL IMPACT: No

The project is included in the 2023-2027 Capital Improvement Program (CIP), with construction in 2023 within the Annual Traffic Signal Improvement Program.

CITY MANAGER'S RECOMMENDATIONS:

Approve a motion to adopt a Resolution accepting a proposal from Iowa Signal, Inc. in the amount of \$66,300.00 for construction of the Flashing Beacon and RRFB Installation.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution
 Bid Tabulation
 Location Map - High Trestle Trail
 Location Map - School Walkability
 Contract

RESOLUTION 2023-XXX

**A RESOLUTION ACCEPTING A PROPOSAL FROM
IOWA SIGNAL, INC.
IN THE AMOUNT OF \$66,300.00 FOR THE CONSTRUCTION OF
FLASHING BEACON and RRFB INSTALLATION for
HIGH TRESTLE TRAIL RRFB's and SCHOOL WALKABILITY IMPROVEMENTS**

WHEREAS, the City of Ankeny desires to construct school zone flashing beacons and rectangular rapid flashing beacons (RRFB's) at seven (7) crosswalks to support pedestrian and bicycle crossings of City streets for school walkability and trails, and;

WHEREAS, a request for proposal was sent out to four (4) contractors, and two (2) proposals were received, and;

WHEREAS, the results of the request for proposal are as follows:

Iowa Signal, Inc.	\$66,300.00
Baker Electric, Inc.	\$72,062.00
Engineer's Estimated Cost	\$40,100.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ankeny, Iowa, that the Proposal from Iowa Signal, Inc. in the amount of \$66,300.00 be accepted for the construction of Flashing Beacon and RRFB Installation, the Mayor be authorized to sign the construction Contract, and the construction Performance, Payment, and Maintenance Bond be accepted.

DATED this 3rd day of July, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

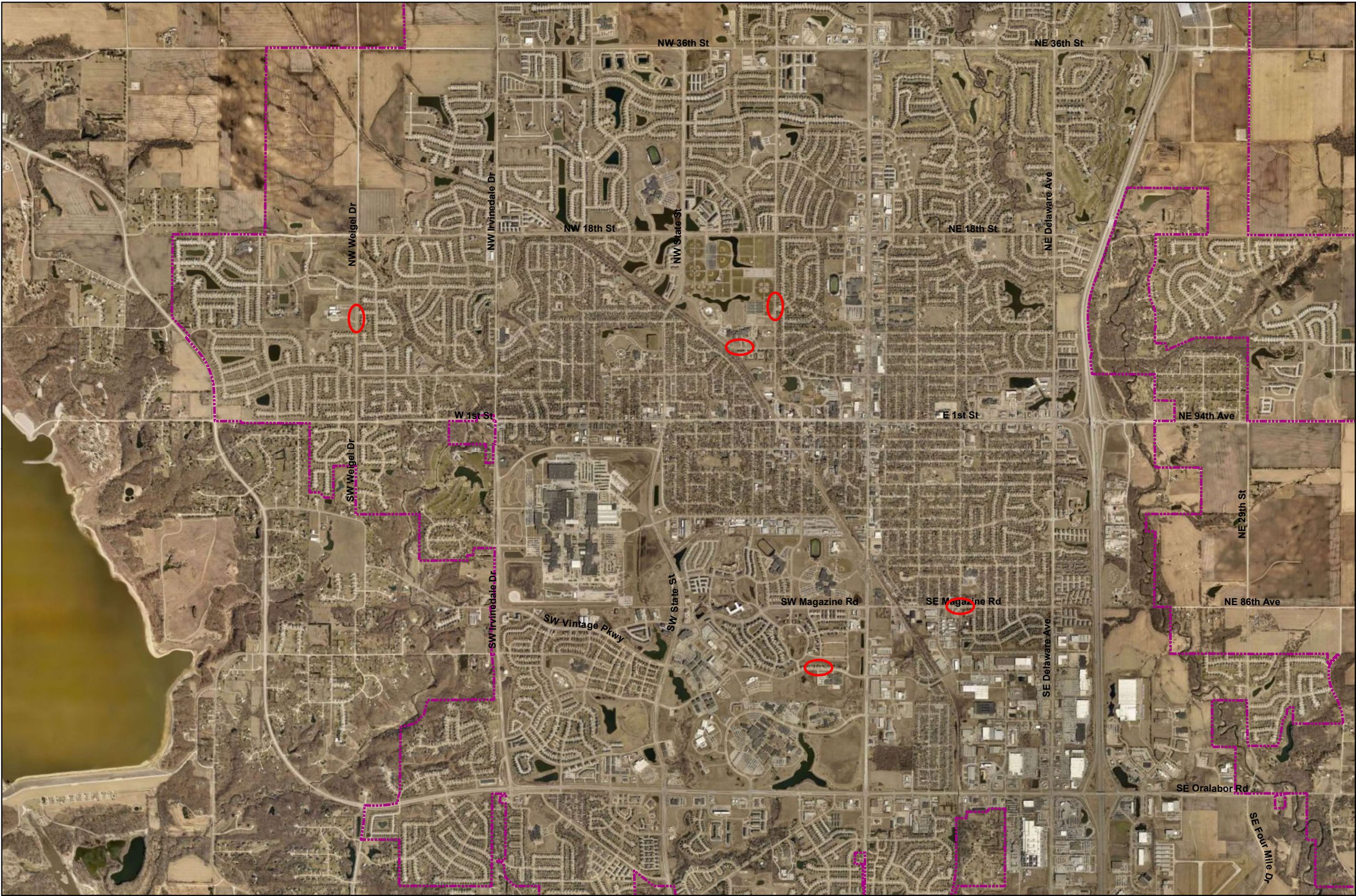
Bid Tabulation - City of Ankeny
High Trestle Trail RRFB's
and School Walkability Improvements
Bid Date June 28, 2023 10:30 AM

Item No.	Item	Unit	Total	Engineer's Estimate		Iowa Signal, Inc.		Baker Electric, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Provide and Install Pedestal Pole Foundation 24" x 48" (SUDAS Fig 8010.102)	EA	14	\$1,750.00	\$24,500.00	\$2,400.00	\$33,600.00	\$2,763.00	\$38,682.00
2	Assemble and Install Solar-powered Flashing Beacon on Concrete Foundation	EA	4	\$900.00	\$3,600.00	\$1,850.00	\$7,400.00	\$1,797.00	\$7,188.00
3	Assemble and Install Solar-powered RRFB on Concrete Foundation	EA	10	\$900.00	\$9,000.00	\$2,000.00	\$20,000.00	\$1,995.00	\$19,950.00
4	Temporary Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$2,800.00	\$2,800.00	\$5,618.00	\$5,618.00
5	Site Restoration	LS	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$624.00	\$624.00
Total Amount Bid =					\$40,100.00		\$66,300.00		\$72,062.00

Item No.	Item	Unit	Total	Engineer's Estimate		Voltmer Electric, Inc.		VanMaanen Electric, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Provide and Install Pedestal Pole Foundation 24" x 48" (SUDAS Fig 8010.102)	EA	14	\$1,750.00	\$24,500.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Assemble and Install Solar-powered Flashing Beacon on Concrete Foundation	EA	4	\$900.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Assemble and Install Solar-powered RRFB on Concrete Foundation	EA	10	\$900.00	\$9,000.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Temporary Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Site Restoration	LS	1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Bid =					\$40,100.00		\$0.00		\$0.00

Baker Electric has a math error that does not change the outcome of the bid





CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of July, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Iowa Signal Inc., hereinafter called the "Contractor."

WITNESSETH:

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

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

FLASHING BEACON and RRFB INSTALLATION:
HIGH TRESTLE TRAIL RRFB's & SCHOOL WALKABILITY IMPROVEMENTS

The project includes installation of fourteen (14) 24"x48" pedestal pole foundations, assembly and installation of four (4) solar-powered school speed zone flashing beacons and ten (10) solar-powered rectangular rapid flashing beacons (RRFB's), and associated miscellaneous work necessary to complete the project. The construction areas are located at seven (7) locations within the City of Ankeny's right-of-way.

The City has procured materials, including solar power units, LEDs, pedestal poles with bases and signs, to be provided for Contractor assembly and installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Sixty six thousand three hundred & 00/100----- DOLLARS (\$66,300.00), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders as noted below:

The Contractor shall fully complete the project no later than **August 18, 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 in 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)

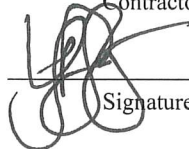
ATTEST:

CONTRACTOR:

Iowa Signal Inc.

Contractor

By



Signature

President

Title

3711 SE Capitol Circle

Street Address

Grimes, IA 50111

City, State, Zip Code

515-249-5076

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C0959 - 79 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

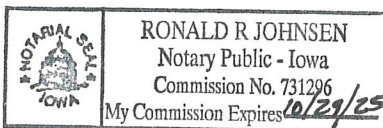
On this 29 day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Wayne Lesley and _____, to me known, who, being by me duly sworn, did say that they are the President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Wayne Lesley and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

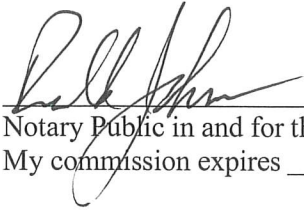
Notary Public in and for the State of _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.





Notary Public in and for the State of Iowa
My commission expires 10/29/25, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

Item No.	Item	Unit	Total	Unit Price	Total Price
1	Provide and Install Pedestal Pole Foundation, 24"x48" (SUDAS Figure 8010.102)	EA	14	\$2,400.00	\$33,600.00
2	Assemble and Install Solar-powered Flashing Beacon on Concrete Foundation	EA	4	\$1,850.00	\$ 7,400.00
3	Assemble and Install Solar-powered RRFB on Concrete Foundation	EA	10	\$2,000.00	\$20,000.00
4	Temporary Traffic Control	LS	1	\$2,800.00	\$ 2,800.00
5	Site Restoration	LS	1	\$2,500.00	\$ 2,500.00

TOTAL CONTRACT AMOUNT =

\$66,300.00

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Iowa Signal, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Old Republic Surety Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Sixty Six Thousand Three Hundred and no/100 **DOLLARS** (\$ 66,300.00), 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 3rd day of July, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

HIGH TRESTLE TRAIL RRFB's & SCHOOL WALKABILITY IMPROVEMENTS

The project includes installation of fourteen (14) 24"x48" pedestal pole foundations, assembly and installation of four (4) solar-powered school speed zone flashing beacons and ten (10) solar-powered rectangular rapid flashing beacons (RRFB's), and associated miscellaneous work necessary to complete the project. The construction areas are located at seven (7) locations within the City of Ankeny's right-of-way.

The City has procured materials, including solar power units, LEDs, pedestal poles with bases and signs, to be provided for Contractor assembly and 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 therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

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

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

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

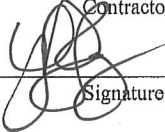
Witness our hands, in triplicate, this 3rd day of July, 2023.

PRINCIPAL:

Iowa Signal, Inc.

Contractor

By



Signature

Wayne Lesley, President

Title

SURETY:

Old Republic Surety Company

Surety Company

By



Signature Attorney-in-Fact Officer

Krista K Kroeger

Printed Name of Attorney-in-Fact Officer

Jester Insurance Services, Inc.

Company Name

303 Watson Powell Jr Way

Company Address

Des Moines, IA 50309

City, State, Zip Code

Company Telephone Number

NOTE:

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



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: KRISTA K. KROEGER, LISA FRENCH, JANELLE I. FRIEDMAN, NOLAN G. GRIMM, HEITH HOCKENBERRY, DALE A. ANDERSON, MARK STEARNS, EMILEE COOK of DES MONINES, IA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of August, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of August, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1113



Signed and sealed at the City of Brookfield, WI this 3rd day of July, 2023.

Karen J. Haffner
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2023

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

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

PRODUCER Jester Insurance Services 303 Watson Powell Jr Way Suite 300 Des Moines IA 50309		CONTACT NAME: Krista Kroeger PHONE (A/C, No, Ext): (515) 350-7662 FAX (A/C, No): (515) 243-6862 E-MAIL ADDRESS: kkroeger@jesterinsurance.com	
INSURED Iowa Signal, Inc. 3711 SE Capitol Circle Grimes IA 50111		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2022/23 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y		EPP0510474	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			EBA0510474	11/01/2022	11/01/2023	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 \$			EPP0510474	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC0510473	11/01/2022	11/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: High Trestle Trail RRFB's & School Walkability. City of Ankeny is an additional insured per attached GA472.

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny 220 W 1st Street 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
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or
Contractors - Automatic Status For Other
Parties When Required In Written Contract
Or Agreement With You**

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

- (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and
- (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph b. does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H.** **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Motion

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Consider a motion authorizing the Mayor to execute a Release and Settlement Agreement between Primoris Services Corporation, Q3 Contracting, Inc., and Hartford Fire Insurance Company.

EXECUTIVE SUMMARY:
Approval of this item authorizes the settlement of an ongoing dispute and claim between the City and the Primoris Services Corporation, Q3 Contracting, Inc., and Hartford Fire Insurance Company as it relates to damage done, and repairs made to a City sewer main near the wastewater treatment plant located at 1102 SE Creekview Drive. Emergency repairs made to the sewer main after a gas line installation contractor pierced the pipe totaled \$32,163.19. The parties each dispute the level of responsibility for this damage and after negotiations by legal counsel, a settlement of 30% or \$9,648.96, is proposed by Hartford Fire Insurance Company. This is less than the 50% desired by the City, but still within an acceptable range that helps avoid costly litigation and diverting additional staff resources to the matter.

FISCAL IMPACT: **Yes**
Approval of this item will result in the receipt of \$9,648.96 in revenue to the sanitary sewer fund. This revenue was not specifically included in the City Council approved FY2023 or FY2024 budgets.

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends approval of the Settlement Agreement as presented.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Agreement



THE HARTFORD
CCU
P.O. BOX 14265
LEXINGTON KY 40512

June 15, 2023

City of Ankeny
410 W 1st St
Ankeny IA 50023 US

Re: Insured: PRIMORIS SERVICES CORPORATION.
Claimant: City of Ankeny, Iowa
Date of Loss: October 7, 2021
Event Number: GL0019357881
Claim Number: Y2Y LP 03300

Dear City of Ankeny,

In accordance with your agreement to settle your claim, enclosed please find a Release and Settlement Agreement for the amount of \$9648.96, representing full and final settlement.

Kindly sign the agreement in the presence of two witnesses and a notary public and return the original to me. Once I receive your signed release, I will issue the settlement check to you.

Should you have any questions, please contact me at (602) 395 - 3411.

Thank You,
The Hartford

Ronda Wein

Ronda Wein
Claim Consultant
Direct Number: (602) 395 - 3411
Toll Free Number: (602) 395 - 3411
Fax: (866) 809 - 1955
ronda.wein@thehartford.com

Writing Company Name: Hartford Fire Insurance Company

Attachment: Release and Settlement of Claim
Self – addressed envelope

MT00074
HIGC-C05302- _

RELEASE AND SETTLEMENT OF CLAIM

Event Number: GL0019357881

Claim Number:

Insured : PRIMORIS SERVICES CORPORATION.

FOR THE SOLE CONSIDERATION of Nine Thousand Six Hundred Forty-Eight Dollars and Ninety-Six Cents . I/we, City of Ankeny of Iowa, residing at 410 West First Street, Ankeny, IA 50023, (hereinafter "Releasors") do hereby release, acquit and forever discharge PRIMORIS SERVICES CORPORATION. Q3 Contracting, Inc. , Hartford Fire Insurance Company, herein after referred to as **The Hartford** its affiliates, parents and subsidiaries and their respective principals, agents, representatives, employers, employees, successors and assigns from any and all actions, causes of action, claims and demands, damages, costs, loss of services, expenses and compensation on account of or in any way arising out of any and all known and unknown property damage resulting or to result from an accident which occurred on or about October 7, 2021, at or near 1102 SE Creekview Dr, Ankeny, Polk, IA, 50021, United States of America. Releasors do hereby agree to indemnify and save harmless the said Insured and **The Hartford** its affiliates, parents and subsidiaries and their respective principals, agents, representatives, employers, employees, successors and assigns from all further claims or demands, costs or expense arising out of the injuries or damage sustained by Releasors. It is further agreed that in the event other parties are responsible to Releasors for damages as a result of this accident, the execution of this Release and Settlement Agreement shall operate as a satisfaction of my/our claim against such other parties to the extent of the pro rata share of the parties herein released.

It is expressly warranted by Releasors that no promise or inducement has been offered except as herein set forth; that this Release and Settlement Agreement is executed without reliance upon any statement or representation of the person or parties released, or their representatives, concerning the nature and extent of the injuries, damages and/or legal liability therefore; that acceptance of the consideration set forth herein is in full accord and satisfaction of a disputed claim for which liability is expressly denied.

IN WITNESS THEREOF, I/we have signed our signatures this _____ day of _____, _____.

_____ Releasor Name	_____ Address	_____ Signature
_____ Releasor Name	_____ Address	_____ Signature
_____ Witness Name	_____ Address	_____ Signature
_____ Witness Name	_____ Address	_____ Signature

STATE OF _____ }
COUNTY OF _____ } ss.

Sworn and subscribed to before me by the above named person(s) who personally appeared before me this ____ date of _____, 20__, and who acknowledged that he/she/they signed the instrument freely and voluntarily.

Notary Public

Writing Company: Hartford Fire Insurance Company



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving a 28E agreement for law enforcement services during RAGBRAI 2023 with the City of Desoto, Iowa.

EXECUTIVE SUMMARY:
Staff have reached out to neighboring communities to ask for law enforcement assistance when RAGBRAI comes through Ankeny on July 26. Public safety personnel from the City of Desoto and Dallas County have been offered to assist the Ankeny Police Department with RAGBRAI operations in the City and 28E agreements between the two jurisdictions is requested.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Adopt the resolution approving a 28E agreement for law enforcement services during RAGBRAI 2023 with the City of Desoto, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution - 28E Agreement - Desoto - RAGBRAI
 28E Agreement - Desoto - RAGBRAI

RESOLUTION 2023-XXXX

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA, AND THE CITY OF DESOTO, IOWA FOR MUTUAL AID LAW ENFORCEMENT SERVICES FOR RAGBRAI 2023

WHEREAS, the Iowa Code provides, in Chapter 28E, that governmental agencies may enter into joint agreements; and

WHEREAS, the Register's Annual Great Bike Ride Across Iowa (RAGBRAI) will pass through Ankeny, Iowa on July 26, 2023; and

WHEREAS, this event will bring into and through the city over 50,000 additional people on July 26; and

WHEREAS, this influx of people into Ankeny will require additional law enforcement officers to provide for the safety and welfare of the residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Ankeny, Iowa that the City enter into a 28E Agreement for law enforcement services with The City of Desoto, Iowa as shown in the proposed 28E Agreements attached hereto.

PASSED AND APPROVED this 3rd day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY
and
CITY OF DESOTO
MUTUAL AID AGREEMENT
for
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I —LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2015 between the CITY OF ANKENY, Iowa and the CITY OF DESOTO, Iowa.

ARTICLE II —IMPLEMENTATION OF THE AGREEMENT

Section 1. The CITY OF DESOTO and the CITY OF ANKENY, Iowa shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III —COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement as required by Chapter 28E of the Code of Iowa, with the POLK County Recorder.

ARTICLE IV —DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from July 26, 2023, 10 hours.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V —PURPOSE

Section 1. The purpose of the agreement is to permit and provide assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens of Ankeny, IA, during RAGBRAI on July 26, 2023.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI —ADMINISTRATION

Section 1. This agreement shall be administered by Ankeny Police Chief Darius Potts and Chief John Sparling, or their respective designee.

ARTICLE VII —MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or his/her appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction(s) which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public and /or peace officers, law enforcement officers may, in their own discretion, provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII —LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses would include, but are not limited to, salaries, compensation, equipment, operating costs, and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX —TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days written notice prior to the anniversary date of the agreement.

06-23-23
Date of Resolution

Date of Resolution

CITY OF DESOTO

By: [Signature]
Sonia F. Spaulding
Chief of Police

ATTEST:

By: Emily M. Olson

CITY OF ANKENY

By: _____

ATTEST:

By: _____





ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Deliver Exceptional Service

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:
Consider motion to adopt **RESOLUTION** approving a 28E agreement for law enforcement services during RAGBRAI 2023 with Dallas County, Iowa.

EXECUTIVE SUMMARY:
Staff have reached out to neighboring communities to ask for law enforcement assistance when RAGBRAI comes through Ankeny on July 26. Public safety personnel from the City of De Soto and Dallas County have been offered to assist the Ankeny Police Department with RAGBRAI operations in the City and 28E agreements between the two jurisdictions is requested.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Adopt the resolution approving a 28E agreement for law enforcement services during RAGBRAI 2023 with Dallas County, Iowa.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution - 28E Agreement - Dallas County - RAGBRAI
 28E Agreement - Dallas County - RAGBRAI

RESOLUTION 2023-XXXX

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF ANKENY, IOWA, AND DALLAS COUNTY, IOWA FOR MUTUAL AID LAW ENFORCEMENT SERVICES FOR RAGBRAI 2023

WHEREAS, the Iowa Code provides, in Chapter 28E, that governmental agencies may enter into joint agreements; and

WHEREAS, the Register's Annual Great Bike Ride Across Iowa (RAGBRAI) will pass through Ankeny, Iowa on July 26, 2023; and

WHEREAS, this event will bring into and through the city over 50,000 additional people on July 26; and

WHEREAS, this influx of people into Ankeny will require additional law enforcement officers to provide for the safety and welfare of the residents and visitors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Ankeny, Iowa that the City enter into a 28E Agreement for law enforcement services with Dallas County, Iowa as shown in the proposed 28E Agreements attached hereto.

PASSED AND APPROVED this 3rd day of June, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

CITY OF ANKENY
and
DALLAS COUNTY
MUTUAL AID AGREEMENT
for
LAW ENFORCEMENT SERVICES
(RAGBRAI)

ARTICLE I —LEGAL BASIS

Section 1. This Agreement is made pursuant to Chapter 28E of the Code of Iowa 2023 between the CITY OF ANKENY, Iowa and the DALLAS COUNTY, Iowa.

ARTICLE II —IMPLEMENTATION OF THE AGREEMENT

Section 1. The DALLAS COUNTY and the CITY OF ANKENY, Iowa shall enact a resolution of participation, which authorizes signature of the agreement.

Section 2. No special financing shall be required in order to effectuate this agreement.

ARTICLE III —COMMENCEMENT OF OPERATIONS

Section 1. This agreement shall take effect upon adoption of the agreement by each political subdivision and the filing of the agreement with the Iowa Secretary of State as required by Chapter 28E of the Code of Iowa.

ARTICLE IV —DURATION AND AMENDMENT OF THE AGREEMENT

Section 1. Duration. This agreement shall be in effect from 6:00 a.m. to 4:00 p.m. on July 26, 2023.

Section 2. Amendment. This agreement shall be subject to amendments as agreed to by both parties hereto.

ARTICLE V —PURPOSE

Section 1. The purpose of the agreement is to permit and provide assistance on a reciprocal basis (mutual aid) between the parties to this agreement for law enforcement services and to provide for the public safety of citizens and visitors during RAGBRAI on July 26, 2023.

Section 2. This agreement is not intended to supersede or otherwise invalidate any other mutual aid agreements in which the parties to this agreement may be participating.

ARTICLE VI—ADMINISTRATION

Section 1. This agreement shall be administered by Ankeny Police Chief Darius Potts and Dallas County Sheriff Adam Infante or their respective designee(s).

ARTICLE VII—MUTUAL AID PROCEDURES

Section 1. Requests for Assistance. A jurisdiction which is a party to this agreement may, when it determines that its own resources are unavailable to meet the demands generated by a need for public safety, request such assistance as it believes is necessary in order to respond adequately to those demands. As a general rule, the determination of need and the request for assistance shall be made by the highest law enforcement official of the requesting jurisdiction or their appropriate designee. As soon as the requesting jurisdiction shall determine that the mutual aid assistance it has received is no longer needed, it shall communicate such information to the jurisdiction which provided that assistance. However, in the event of an emergency or the need to provide for the safety of the public and /or peace officers, law enforcement officers may, in their own discretion, provide immediate law enforcement services.

Section 2. Responses to Requests for Assistance. Upon receiving a request for mutual aid assistance, the other jurisdiction participating in the mutual aid agreement shall provide such assistance, as they deem consistent with their existing obligations. A jurisdiction providing mutual aid shall retain the right to terminate that aid at any time if it determines such action is necessary.

Section 3. Supervision of Resources. As a general rule, mutual aid resources made available to another jurisdiction will remain under the control of the jurisdiction which provided them. They may, however, be given task assignments, objectives, priorities, and other directions from the jurisdiction which requested them.

ARTICLE VIII—LIABILITY AND EXPENSES

Section 1. Liability. Each jurisdiction participating in this agreement shall be solely liable for any damage or injury, which its personnel, property, or equipment may suffer except in cases of negligence or illegal acts by the other jurisdiction.

Section 2. Expenses. A jurisdiction responding to a request for mutual aid assistance shall assume all the operating expenses incurred which relate directly to the provision of that mutual aid. These expenses include, but are not limited to, salaries, compensation, equipment, operating costs, and fuel expenses. This provision shall apply in all cases unless prior written arrangements to the contrary have been made.

ARTICLE IX—TERMINATION OF THE AGREEMENT

Section 1. Either party may terminate this agreement by providing 30 days written notice.

6-19-23
Date of Resolution

Date of Resolution

DALLAS COUNTY, IOWA

By: Adam M. Infante
Adam M. Infante

ATTEST:

By: Becky Massure



CITY OF ANKENY

By: _____

ATTEST:

By: _____



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

Parks and Recreation

COUNCIL GOAL:

Enhance Quality of Life

ACTION REQUESTED:

Resolution

LEGAL:

SUBJECT:

Consider motion to adopt **RESOLUTION** authorizing temporary street closings for the purpose of the Ankeny Youth Triathlon.

EXECUTIVE SUMMARY:

City Staff is requesting approval of temporary street closings to allow for the Annual Ankeny Youth Triathlon to take place on July 15, 2023; and as such, these streets requested to be closed are "collector" streets as defined in Section 200.31 of the Ankeny Municipal Code and may not be closed without special Council Resolution.

Letters will be mailed notifying all homeowners situated along the bike portion of the triathlon route of the planned street closures.

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
 Route Map

RESOLUTION -

A RESOLUTION AUTHORIZING THE TEMPORARY CLOSING OF SW 18TH STREET FROM THE CORNER OF SW CASCADE FALLS DR TO SW COLLEGE AVE, AND SW CASCADE FALLS DR FROM THE CORNER OF SW 18TH ST TO SW PRAIRIE TRAIL PKWY, AND SW PRAIRIE TRAIL PKWY FROM THE CORNER OF SW CASCADE FALLS DR TO SW PRECEDENCE RD, AND SW PRECEDENCE RD FROM THE CORNER OF SW PRAIRIE TRAIL PKWY TO SW 17TH STREET, AND SW COLLEGE AVE FROM THE CORNER OF SW 18TH STREET TO SW PRAIRIE TRAIL PKWY, FOR THE PURPOSE OF THE ANKENY YOUTH TRIATHLON.

WHEREAS, Section 364.12, Code of Iowa, authorizes the City Council to temporarily close, by Resolution, public ways and grounds within the City; and

WHEREAS, the City council has, previously authorized the City Manager to grant permission for the closing of streets only in the event such streets are not categorized as “collector” streets, under the provisions of 200.31 of the Municipal Code; and

WHEREAS, the staff determined that such street is a “collector” street, as defined in Section 200.31, and as such, may not be closed without special Council Resolution; and

WHEREAS, City Staff feel it is in the best interest of the City to authorize the temporary closing of the streets for the purpose of participant safety for the Ankeny Youth Triathlon.

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

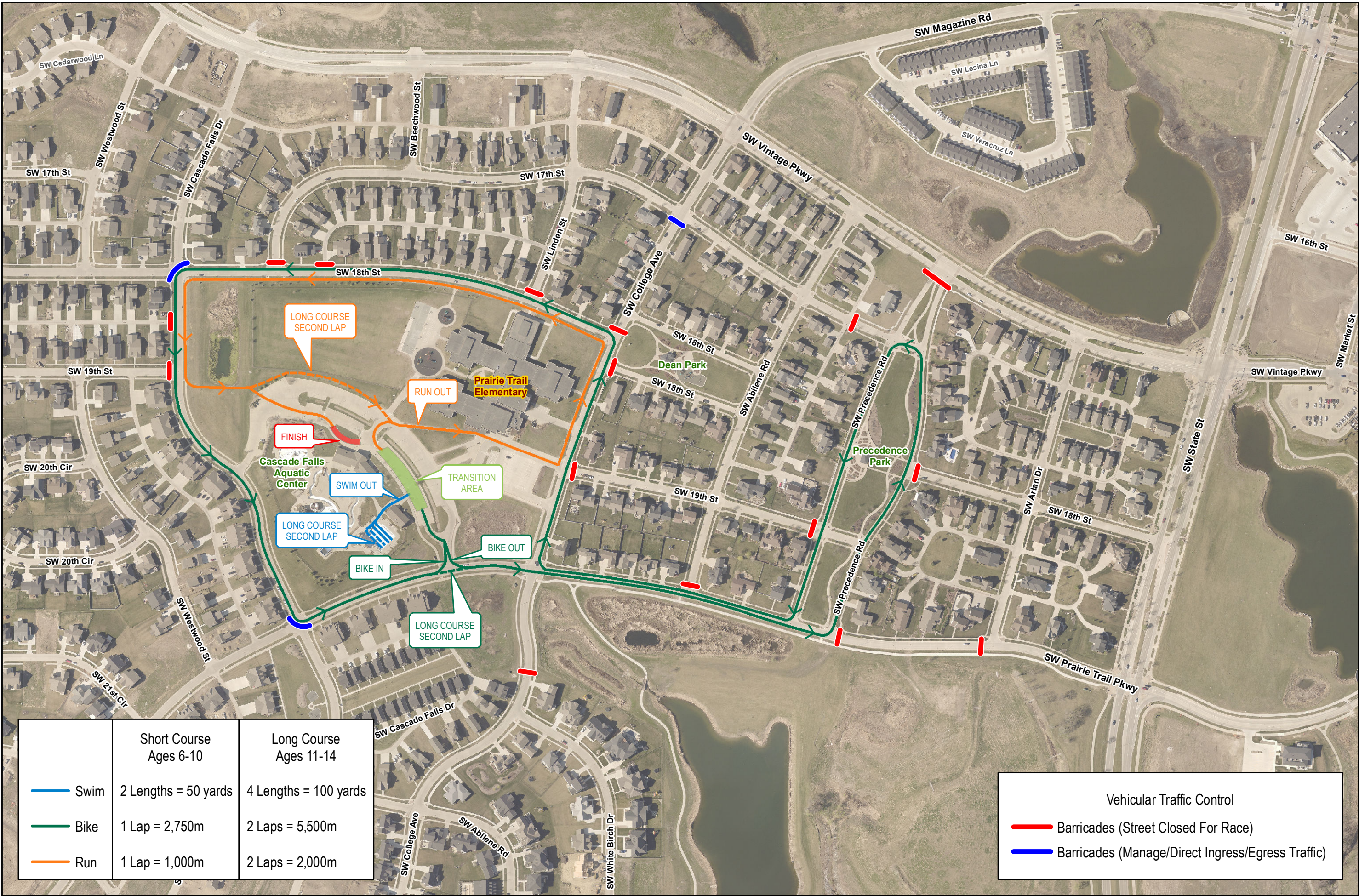
1. That SW 18th St from the corner of Cascade Falls Dr to SW College Ave shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 15, 2023; and
2. That SW Cascade Falls Dr from the corner of SW 18th St to SW Prairie Trail Pkwy shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 15, 2023; and
3. That SW Prairie Trail Pkwy from the corner of SW Cascade Falls Dr to the SW Precedence Rd shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 15, 2023; and
4. That SW Precedence Rd from the corner of SW Prairie Trail Pwky to SW 17th Street shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 15, 2023; and
5. That SW College Ave from the corner of SW 18th St to SW Prairie Trail Pkwy shall be temporarily closed between the hours of 8:00 A.M. and 10:00 A.M., July 15, 2023; and
6. That City Staff will erect appropriate barricades or other appropriate warning devices to warn the traveling public of such closings.

PASSED AND APPROVED ON THE 3rd DAY OF JULY, 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk



	Short Course Ages 6-10	Long Course Ages 11-14
Swim	2 Lengths = 50 yards	4 Lengths = 100 yards
Bike	1 Lap = 2,750m	2 Laps = 5,500m
Run	1 Lap = 1,000m	2 Laps = 2,000m

Vehicular Traffic Control

Barricades (Street Closed For Race)

Barricades (Manage/Direct Ingress/Egress Traffic)



ANKENY YOUTH TRIATHLON



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Exercise Financial Discipline

ACTION REQUESTED:
Resolution

LEGAL:
No Review Required

SUBJECT:

Consider motion to adopt **RESOLUTION** approving the schedule of fees for meter costs for the City of Ankeny.

EXECUTIVE SUMMARY:

The Water Department has recently received information from the suppliers of water meters and remote reading devices of an upcoming price increase. In order to maintain cost recovery in the Water Fund, a business type activities/enterprise fund, staff recommends increasing the cost of meters, effective July 5, 2023.

The full cost of the meter is paid to the City by the property owner or customer. Meter costs include the cost of the meter, shipping, remote reading device, fittings, administration fee, installation fee and delivery fee.

FISCAL IMPACT: **Yes**

Based on the 1,789 meters purchased since July 1, 2022, the estimated cost increase for FY 2024 will be \$94,392.

CITY MANAGER'S RECOMMENDATIONS:

Recommend adopting resolution approving the schedule of fees for meter costs for the City of Ankeny.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Resolution

RESOLUTION

A RESOLUTION APPROVING THE SCHEDULE OF FEES FOR METER COSTS FOR THE CITY OF ANKENY

WHEREAS, Chapter 91.06 of the Ankeny Municipal Code provides that the full cost of any meter shall be paid to the City by the property owner or customer prior to the installation of any such meter, or at the sole option of the City, the property owner or customer may be required to purchase and install such meter in accordance with requirements established by the City; and

WHEREAS, the schedule of fees for meter costs shall be set forth by resolution; and

WHEREAS, City staff has recommended that the schedule of fees for meter costs be modified effective July 5, 2023, and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that effective July 5, 2023, the following schedule of fees shall apply for meter costs:

5/8" Meter	\$386.00
3/4" Meter	\$386.00
1" Meter	\$545.00
1 ½" Compound Meter	\$2,060.00
2" Compound Meter	\$2,368.00
3" Compound Meter	\$2,709.00
4" Compound Meter (and larger)	Prevailing Meter Price + \$274.00
1 ½" Turbo Meter	\$1,605.00
2" Turbo Meter	Prevailing Meter Price + \$488.00
3" Turbo Meter (and larger)	Prevailing Meter Price + \$274.00

Passed and approved the 3rd day of July, 2023.

Mark E. Holm, Mayor

Attest:

Michelle Yuska, City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

Consent Agenda Items CA-1 through CA-58.

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

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

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

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ORIGINATING DEPARTMENT:
City Manager

COUNCIL GOAL:
Enhance Quality of Life

ACTION REQUESTED:
Ordinance - 1st Reading

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:

Ord 2146:
An Ordinance amending Chapter 75 of the Code of Ordinances of the City of Ankeny, Iowa, by amending provisions pertaining to allow operation of Utility Terrain Vehicles (UTVs) within city limits and on city streets.

EXECUTIVE SUMMARY:

In July 2022 the State of Iowa amended State Code chapters 321I and 321G allowing operation of all-terrain vehicles (ATVs) and UTVs to be operated on county roadways. Provisions were also included in those legislative changes that would permit municipalities, such as a city, to allow for the operation of UTVs within city limits if conditions of the State Code are met. Prior to and after enactment of these state legislative changes in 2022, the City of Ankeny has not allowed the use of ATVs or UTVs on streets and roadways within the city limits.

City Council have received requests from community members to consider changing Chapter 75 of the Ankeny Municipal Code - All Terrain Vehicles and Snowmobiles - to allow operation of UTVs on city streets. Presentations were provided to the Council on February 6, 2023, April 3, 2023, and May 15, 2023 regarding UTVs and proposed recommendations by City staff.

Staff concerns that were raised included:

1. Safety – Traffic related safety issues are the number one complaint that the City receives every year
2. Negative Impact on Quality of Life – No municipality in the Des Moines metro, aside from exurb communities such as Van Meter, Mitchellville, etc., allow the use of UTVs on their streets and roadways
3. Enforcement - UTVs are not regulated under the State’s Motor Vehicle Code, but under DNR Statutes and regulations – a whole new body of law that officers would be required to be trained in and enforce

As directed during said meetings, changes requested by City Council have been incorporated into a draft ordinance and are included for the June 19, 2023 public hearing.

FISCAL IMPACT: No

CITY MANAGER'S RECOMMENDATIONS:

Staff recommends the Council consider the proposed Ordinance.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

Discussion on UTVs occurred at City Council Action Planning Sessions on February 6, 2023, April 3, 2023, and May 15, 2023.

PUBLIC OUTREACH EFFORTS:

A public Hearing will be held at the June 19, 2023 City Council meeting.

ACTION REQUESTED:

Action: Consider motion to accept second consideration of ORDINANCE 2146.

Action: Consider motion to accept request to suspend the rule that all ordinances must be considered on three different days and accept third consideration of ORDINANCE 2146, sending it on its final passage and publication as required by law.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Proposed UTV Ordinance

ORDINANCE NO. XXXXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF ANKENY, IOWA, BY AMENDING PROVISIONS PERTAINING TO ALL-TERRAIN VEHICLES AND SNOWMOBILES

BE IT ENACTED by the City Council of the City of Ankeny, Iowa:

SECTION 1. SECTION MODIFIED: That Chapter 75 **ALL-TERRAIN VEHICLES AND SNOWMOBILES** of the Code of Ordinances of the City of Ankeny, Iowa, is repealed and the following adopted in lieu thereof:

CHAPTER 75 ALL-TERRAIN VEHICLES AND SNOWMOBILES

75.01 Purpose	75.08 Hours of Operation
75.02 Effective Dates and Termination	75.09 Negligence
75.03 Definitions	75.10 Accident Reports
75.04 General Regulations	75.11 Exemptions
75.05 Places of Operation	75.12 Penalty
75.06 Requirements for UTVs	75.13 Limitation of Liability of City and Adjoining Owners
75.07 Violation of a Stop Signal	

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of all-terrain vehicles, snowmobiles and off-road utility vehicles within the City.

75.02 EFFECTIVE DATES AND TERMINATION. This chapter shall only remain in effect from the effective date of passage, pursuant to Iowa Code 380.6, for a period of twenty-four (24) months after said date.

75.03 DEFINITIONS. For use in this chapter the following terms are defined:

1. “All-terrain vehicle” or “ATV” means a motorized vehicle, with not less than three and not more than six non-highway tires, that is limited in engine displacement to less than 1,000 cubic centimeters and in total dry weight to less than 1,200 pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1)

2. “Off-road motorcycle” means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. “Off-road motorcycle” includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the *Code of Iowa*, but which contains design features that enable operation over natural terrain.

An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I.1)

3. “Off-road utility vehicle” or “UTV” means a motorized vehicle, with not less than four and not more than eight low pressure tires, that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road utility vehicle” does not include dune buggies, golf carts, go carts, low-speed vehicles, mini trucks, or tracked vehicles. “Off-road utility vehicle” includes the following vehicles:
 - a. “Off-road utility vehicle – Type 1” includes vehicles with a total dry weight of 1,200 pounds or less and a width of 50 inches or less.
 - b. “Off-road utility vehicle – Type 2” includes vehicles, other than type 1 vehicles, with a total dry weight of 2,000 pounds or less and a width of 65 inches or less.
 - c. “Off-road utility vehicle – Type 3” includes vehicles with a total dry weight of more than 2,000 pounds or a width of more than 65 inches, or both.

(Code of Iowa, Sec. 321G.1)

4. “Operate” means to ride in or on, other than as a passenger, use, or control the operation of an ATV, snowmobile or UTV in any manner, whether or not the ATV, snowmobile or UTV is moving.
5. “Operator” means a person who operates or is in actual physical control of an ATV, snowmobile or UTV.
6. “Person” means an individual, partnership, firm, corporation, association, any body of persons, whether incorporated or not, and the state, its agencies, and political subdivisions.
7. “Snowmobile” means a motorized vehicle that weighs less than 1,000 pounds, that uses sled-type runners or skis, endless belt-type tread with a width of 48 inches or less, or any combination of runners, skis, or tread, and is designed for travel on snow or ice. “Snowmobile” does not include an all-terrain vehicle that has been altered or equipped with runners, skis, belt-type tracks, or treads.

(Code of Iowa, Sec. 321G.1)

8. “Street or Highway” means the entire width between property lines of every way or place of whatever nature when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular travel, except in public areas in which the boundary shall be thirty-three (33) feet each side of the center line of the roadway.

75.04 GENERAL REGULATIONS. No person shall operate an ATV, snowmobile or UTV within the City in violation of the provisions of Chapter 321G or Chapter 321I of the Code of Iowa or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering, equipment and manner of operation.

75.05 PLACES OF OPERATION. The operators of ATVs, snowmobiles and UTVs shall comply with the following restrictions as to where ATVs, snowmobiles and UTVs may be operated within the City:

1. ATVs and snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

(Code of Iowa, Sec. 321G.9[4a])

2. Properly equipped UTVs may be operated upon any City roadway with a speed limit of 35 miles per hour or less.
3. The speed limit for UTVs shall be established at not greater than 35 miles per hour or the speed limit for motor vehicles, whichever is lower, on all segments of City roads.
4. Operators of ATVs, snowmobiles, and UTVs must adhere to all traffic and parking laws, codes, rules, and regulations, applicable to other motor vehicles, unless directed otherwise by this chapter.
5. Exceptions. ATVs, snowmobiles, and UTVs may be operated on prohibited streets only under the following circumstances:
 - a. Emergencies. ATVs, snowmobiles, and UTVs may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Code of Iowa, Sec. 321G.9[4])

- b. Direct Crossing. ATVs, snowmobiles, and UTVs may make a direct crossing of a prohibited street provided all of the following occur:
 - 1) The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
 - 2) The ATV, snowmobile, or UTV is brought to a complete stop before crossing the street;
 - 3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
 - 4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

(Code of Iowa, Sec. 321G.9[2])

- c. Notwithstanding any prohibitions in this chapter, an ATV or UTV may be operated contrary to regulations prescribed in this chapter in a police designated emergency or by any recognized government employees involved in performing essential services for the City, by any duty law enforcement officers in accordance with the performance of their duties, or by construction or maintenance authorized by the City.
 - d. An ATV or UTV may be used to move snow from a driveway or parking lot.
 6. Railroad Right-of-way. ATVs, snowmobiles, and UTVs shall not be operated on an operating railroad right-of-way. An ATV, snowmobile, or UTV may be driven directly across a railroad right-of-way only at an established crossing and, notwithstanding any other provisions of law, may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321G.13[1h])

7. Trails. ATVs and UTVs shall not be operated on snowmobile trails, and snowmobiles shall not be operated on ATV or UTV trails except where so designated.

(Code of Iowa, Sec. 321G.9[4f])

8. Parks and Other City Land. ATVs, snowmobiles and UTVs shall not be operated in any park, on any trail, on any playground, or upon any other City-owned property without the express permission of the City. Additionally, UTVs being lawfully operated may utilize City-owned driveways, lanes, and parking lots but may not be parked on any primary road extension. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth (1/10) of one inch.
9. Paved Surfaces. ATVs and UTVs shall be operated on paved surfaces only, unless yielding the right-of-way.
10. Single File. All ATV and UTV operators shall ride single file.
11. Street Etiquette. All ATV and UTV operators shall ride on the righthand side of the paved portion of the street or highway, unless making a left turn. Operation on the gravel shoulders, grassy in-slope, ditches, or other street or highway right-of-way is prohibited, unless yielding right-of-way.
12. Sidewalk or Parking. ATVs, snowmobiles, and UTVs shall not be operated upon the public sidewalk, trail or that portion of the street located between the curblin and the sidewalk or property line commonly referred to as "the parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.
13. Private Property. ATVs, snowmobiles, and UTVs shall not be operated upon private property without the consent of the owner or occupier thereof.
14. Public Ice. ATVs, snowmobiles, and UTVs may not be operated upon any frozen creeks, streams, ponds, lakes or other waterway within City limits.
15. Waterways. ATVs, snowmobiles and UTVs may not be operated in any creek, stream, river, or other waterway—nor in any portion of a creek bed, stream bed, or riverbed within city limits.

75.06 REQUIREMENTS FOR UTVs. Operators of UTVs must adhere to the following equipment requirements and restrictions while operating UTVs within the City limits:

1. Operators of UTVs within City limits must be 18 years of age or older and possess a valid driver's license.
2. A person shall not operate a UTV within the City limits unless the operator has proof of insurance complying with that required of an operator of a motor vehicle pursuant to applicable provisions of the Iowa Code, Rules and Regulations, including but not limited to Iowa Code §§ 321.20B and 321A.21.
3. Owners of UTVs operated within City limits shall register their UTV with the Iowa Department of Natural Resources, and proof of such registration shall be displayed and provided, upon request, to any peace officer requesting it. Out-of-state UTV operators must display and provide appropriate proof of registration from their home state upon request by any peace officer.
4. A person shall not operate a UTV on any road, street, highway or interstate prohibited by the State of Iowa.
5. Operators of UTVs must adhere to noise restrictions set forth under Ankeny Code Chapter 44, Noise Control.
6. UTVs must display lighted headlamps and taillamps at all times while the vehicle is operated on City streets or highways.

7. UTVs must be equipped with:
 - a. Operational turn signal lamps with a manually operated switch controlled by the driver.
 - b. Properly operating speedometer and odometer calibrated in miles per hour and miles respectively and shall be fully illuminated when the headlamp(s) are activated.
 - c. Operational horn with a switch controlled by the driver.
 - d. Operational and adequate brakes to stop and hold the UTV in a stopped position.
 - e. Two operational headlamps and taillamps must be affixed to each side on the front and back of the UTV. Taillamps shall be red and include a stop lamp actuated by pressing the brake pedal. The use of light bars, spotlights, or decorative lights is not permitted while the UTV is being operated on City streets or highways.
 - f. Rear-facing mirror providing the operator with a clear view of the rear.
 - g. Department of Transportation rated tires which shall display the proper markings on the sidewall of the tire.
 - h. A system of seat belts, or a similar system, for restraining each occupant of the vehicle in the event of an accident.
 - i. A system of structural members designed to reduce the likelihood than an occupant would be crushed as the result of a rollover of the vehicle.
 - j. A muffler that shall limit engine noise to not more than 86 decibels, as measured on the "A" scale of the American National Standards Institute (ANSI), incorporated, publications S1.4-1961, general purpose sound level meters, at a distance of 50 feet.
8. All occupants, except as noted below, must wear safety belts or safety harnesses which meet the definition of a safety belt or safety harness set forth by Iowa Code § 321.445 while the UTV is in motion.
 - a. Children under one year old and weighing less than 20 pounds must be secured in a rear-facing child restraint system while the UTV is motion.
 - b. Children ages one to six years must be secured in a child restraint system (safety seat or booster seat) while the UTV is in motion.
 - 1) A child restraint system is a specially designed seating system, including a belt positioning seat or booster seat which meets federal motor vehicle safety standards. The child restraint system must be used in accordance with the manufacturer's instructions, the child must be secured in the child restraint, and the child restraint must be properly secured to the UTV.
 - c. No animals will be transported in the cargo portion, bed or attached trailer of a UTV unless they are contained within an enclosure secured to the UTV.
9. No seat shall be used by more than one person at a time.
10. No person may ride on the lap of another.
11. The number of passengers in a UTV shall not exceed the number of factory-installed seats in the UTV.
12. No cargo, materials, supplies, or other items may be transported on UTVs without being properly restrained.

13. UTV operators shall not allow any person in the cargo portion, bed or on an attached trailer while the UTV is being operated.
14. UTV doors or nets must be closed during operation if so equipped.
15. UTV operators shall not operate a UTV equipped with metal studded tires and/or tire chains on or alongside any City street or highway.
16. No open containers of alcohol shall be allowed while the UTV is being operated.
17. Drivers may not operate a UTV under the influence of intoxicating liquor or narcotics or habit-forming drugs as prescribed under Iowa Code Chapter 321J.
18. No UTV will be operated in a careless or reckless manner so as to: endanger any person; cause injury or damage to person or property; create unnecessary skidding or sliding; or cause a wheel or wheels to lose traction or contact with the ground.

75.07 VIOLATION OF A STOP SIGNAL. A person, after having received a visual or audible signal from a peace officer to come to a stop, shall not operate an ATV, snowmobile or UTV in willful or wanton disregard of the signal or interfere with or endanger the officer or any other person or vehicle, or increase speed or attempt to flee or elude the officer.

75.08 HOURS OF OPERATION. No snowmobile shall be operated in the City between the hours of 10:00 p.m. and 9:00 a.m. within 150 feet of any dwelling house without the consent of the occupants of said dwelling, except for emergency situations or for loading and unloading from a transport trailer.

75.09 NEGLIGENCE. The owner and operator of an ATV, snowmobile, or UTV shall be liable for any injury or damage occasioned by the negligent operation of the ATV, snowmobile, or UTV.

(Code of Iowa, Sec. 321G.18)

75.10 ACCIDENT REPORTS. Whenever any ATV, snowmobile or UTV is involved in an accident resulting in injury or death to anyone or property damage amounting to \$200 or more, either the owner, operator or someone acting on their behalf shall immediately notify a law enforcement officer and shall file an accident report within 48 hours in accordance with state law.

75.11 EXEMPTIONS. ATVs, snowmobiles, and UTVs owned by a government agency or subdivision thereof, and used in an official capacity, and UTVs used exclusively to conduct agricultural purposes in accordance with Iowa Code § 321.234A.1[a] are exempt from registration and the requirements of this chapter.

75.12 PENALTY. All violations of any provision(s) of Chapter 75 are hereby declared simple misdemeanors punishable by a fine of at least \$100 plus surcharge and court costs and/or municipal infractions punishable by a penalty as listed in Chapter 4 of this Code of Ordinances. Violations may be charged as either a misdemeanor criminal offense or a municipal infraction at the sole discretion of the peace officer.

75.13 LIMITATION OF LIABILITY OF CITY AND ADJOINING OWNERS. The city and the owners or tenants of property adjoining public lands or right-of-way of a public street or roadway and their agents and employees owe no duty of care to keep public lands, ditches, or land contiguous to a street or roadway under the control of the city safe for entry or use by persons operating an ATV, snowmobile or UTV, or to give any warning of a dangerous condition, use, structure, or activity on the premises to persons entering for such purposes, except in the case of willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity. This section does not create a duty of care or grounds for liability on behalf of the city, or owners or tenants of property adjoining public lands or the right-of-way of public street or roadways and their agents and employees for injury to persons or property in the operation of an ATV, snowmobile or UTV in a ditch or on land contiguous to a street or roadway under the control

of the city. The city, and the owners or tenants of property adjoining public lands or the right-of-way of a public street or roadway and their agents and employees are not liable for the operation of an ATV, snowmobile or UTV.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

Passed by the Council the ____ day of _____, 20____, and approved this ____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the ____ day of _____, 20____.

City Clerk



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

Public Works

COUNCIL GOAL:

Deliver Exceptional Service

ACTION REQUESTED:

Ordinance - 1st Reading

LEGAL:

Item Reviewed by Legal Counsel

SUBJECT:

Ord 2147: An Ordinance amending Chapter 63 Speed Regulations of the Municipal Code of the City of Ankeny, Iowa, by amending Section 63.05 Special Speed Zones.

EXECUTIVE SUMMARY:

Pending approval of the proposed Ordinance, it is recommended that Section 63.05 be revised to establish two (2) School Zone speed limits of fifteen miles per hour (15 mph) where crossing guards are planned at school crossing crosswalks on collector streets during school arrival and dismissal periods: one on SW Prairie Trail Parkway at Heritage Elementary School, and one on NW Weigel Drive at St. Luke Catholic School.

Pending approval of the proposed Ordinance, it is recommended that Section 63.05 be revised to establish the speed limit on East 1st Street as thirty-five (35) miles per hour between Ankeny Boulevard and a point 550 feet east of NE/ SE Frisk Drive, and forty-five (45) miles per hour between that point and the east corporate limits. Polk County Public Works has concurred with reduction in speed limit in this section of the joint-jurisdictional road.

Pending approval of the proposed Ordinance, it is recommended that Section 63.05 be revised to establish the speed limit on NE Four Mile Drive from E 1st Street to NE 18th Street as thirty-five miles per hour, and the speed limit on NE Spectrum Drive as thirty (30) miles per hour, rather than the statutory default speed limit of fifty-five (55) miles per hour.

FISCAL IMPACT: No

Installation of flashing beacons to control school zone speed limits is part of the capital improvement project Elementary School Walkability Improvements in 2023. Other signage changes will be completed by City Staff.

CITY MANAGER'S RECOMMENDATIONS:

Accept first consideration of Ordinance 2147 to amend Chapter 63 Speed Regulations of the Municipal Code.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to accept first consideration of ORDINANCE 2147.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Ordinance

ORDINANCE xxxx

AN ORDINANCE AMENDING CHAPTER 63, SPEED REGULATIONS, OF THE MUNICIPAL CODE OF THE CITY OF ANKENY, IOWA

WHEREAS, the City Council of the City of Ankeny, Iowa, deems it necessary and proper to amend Chapter 63 of the Code of Ordinances to match current standards and practices.

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

Section 1: Section modified. Section 63.05, Special Speed Zones of the Code of Ordinances of the City of Ankeny, Iowa is amended and hereby adopted as follows:

5. East 1st Street. The maximum lawful speeds on East 1st Street are as follows:
 - A. Thirty-five (35) miles per hour from Ankeny Boulevard to 550 feet east of SE/ NE Frisk Drive;
 - B. Forty-five (45) miles per hour from 550 feet east of SE/ NE Frisk Drive to the east corporate limits.

24. Weigel Drive. The maximum lawful speeds on Weigel Drive are as follows:
 - A. Thirty-five (35) miles per hour from the south corporate limits to the north corporate limits;
 - B. Fifteen (15) miles per hour in the school zone adjacent to St. Luke Catholic School as designated by the flashing warning signs.

35. Southwest Prairie Trail Parkway. The maximum lawful speeds on Southwest Prairie Trail Parkway are as follows:
 - A. Twenty-five (25) miles per hour from Southwest Irvinedale Drive to South Ankeny Boulevard;
 - B. Fifteen (15) miles per hour in the school zone adjacent to Heritage Elementary School as designated by the flashing warning signs.

36. Northeast Four Mile Drive. The maximum lawful speed on Northeast Four Mile Drive from East 1st Street to Northeast 18th Street is thirty-five (35) miles per hour.

37. Northeast Spectrum Drive. The maximum lawful speed limit on Northeast Spectrum Drive is thirty (30) miles per hour.

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

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED at Ankeny, Iowa, this _____ day of _____ 2023.

Mark E. Holm, Mayor

ATTEST:

Michelle Yuska, City Clerk

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

**1st Con 7/03/23
2nd Con _____
3rd Con _____**



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement (PH 2023-42)

EXECUTIVE SUMMARY:
SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement

The project includes the replacement of the existing traffic signal at the intersection of SE Oralabor Road and Convenience Boulevard/Creekview Drive as well as sidewalk modifications, curb modifications, and full depth PCC patches near the intersection. The original traffic signal was constructed in 1993, has reached the end of its functional service life, and cannot provide adequate service for current and future users of the intersection.

Pedestrian ramps will be upgraded to ADA compliance and crosswalks with pushbuttons will be provided for crossings to and from all corners.

The improvements include approximately 1,160 SY of 10.5” thick PCC Class C-SUD full depth patches, 250 SY of PCC sidewalk, 350 SY of sidewalk removal, a new traffic signal, and existing traffic signal removal. Other associated improvements include temporary traffic control, a partial temporary traffic signal, pavement markings, fiber optic connection modifications at three (3) nearby intersections, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish the combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, and overhead street name signs for contractor installation.

The bid opening for the project was held on Tuesday, June 27, 2023. Five (5) bids were received as follows:

1. Hawkeye Paving Corp. \$763,363.60
2. Brothers Concrete \$767,461.90
3. Absolute Group \$769,777.50
4. All Star Concrete, LLC \$685,785.30
5. TK Concrete, Inc. \$820,553.00

The engineer's cost opinion for the project was \$759,000.00. The bids ranged from approximately 10% below to 8% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, Snyder & Associates. All Star Concrete, LLC has completed projects of similar nature for the City, including S Ankeny Boulevard & Magazine Road Safety Improvements in 2021, and they have the technical experience to undertake this project. It is recommended that the project be awarded to All Star Concrete, LLC of Johnston, Iowa.

The start date for this project will occur following re-opening of SE Creekview Drive, presently undergoing reconstruction in the northbound lanes. Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 31, 2023, and will be required to complete all sidewalk removals, sidewalk installation, curb modifications, and full depth PCC patching no later than November 10, 2023. Start date for work associated with the traffic signal replacement will be coordinated with the contractor, based on delivery of materials procured by the City. Delivery of these materials is expected in early spring 2024, and twenty (20) working days are allowed to complete the signalization.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$759,000.00).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the SE Oralabor Road & Convenience Blvd/ Creekview Drive Traffic Signal Replacement
3. Receive and file the report of bids received on June 27, 2023.
4. Approve Resolution, making award of construction contract to All Star Concrete, LLC of Johnston, Iowa.
5. Approve Resolution, approving contract and bonds with All Star Concrete, LLC in the amount of \$685,785.30.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

June 5, 2023: Construction of the project was initiated by the City Council, and public hearing was set for July 3, 2023.

June 5, 2023: Purchase of combination traffic signal/ lighting mast arm assemblies was approved by the City Council.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$759,000.00; 2) receive and file report of bids received June 27, 2023; 3) adopt **RESOLUTION** making award of construction contract with All Star Concrete, LLC in the amount of \$685,785.30; and 4) adopt **RESOLUTION** approving contract and bonds with All Star Concrete, LLC in the amount of \$685,785.30.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
RES - plans, specs
Bid Sheet
Bid Tab
RES - making award
RES - approving contract
Map

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE SE ORALABOR ROAD & CONVENIENCE BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM
OF CONTRACT AND ESTIMATE OF COST FOR THE SE
ORALABOR ROAD & CONVENIENCE
BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL
REPLACEMENT

WHEREAS, on the 5th day of June, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement; 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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL
7/3/23

BID LETTING

10:30 A.M.

JUNE 27, 2023

SE ORALABOR ROAD & COVENIENCE BLVD/CREEKVIEW DRIVE TRAFFIC SIGNAL
REPLACEMENT

The purpose of this meeting is to receive, open and tabulate bids for construction of the SE Oralabor Road & Convenience Blvd/Creekview Drive Traffic Signal Replacement in accordance with the Plans and Specifications prepared by Synder & Associates.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 759,000⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ☒	HawKeye Paving Corp. 4241 W 83 rd Street Davenport IA 52806	763363 ⁶⁰	☒
2) ☒	Brothers Cleaning Corp 4000 Colfax Ave Des Moines IA 50317	767461 ⁹⁰	☒
3) ☒	Absolute Group PO Box 430 Granger IA 50109	769777 ⁵⁰	☒
* 4) ☒	All Star Concrete LLC 4989 NW Johnston Dr Johnston IA 50131	685785 ³⁰	☒
5) ☒	TK Concrete Inc 1608 Filfield Rd Pella IA 50219	820553 ⁰⁰	☒
6) ☐			

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) 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 July 3, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director

TABULATION OF BIDS

SE Oralabor Road and Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project

City of Ankeny

Project No. 123.0135.01

Bid Date/Time: June 27, 2023 at 10:30 AM

ITEM	DESCRIPTION	UNIT	QUANTITY	ENGINEER'S ESTIMATE		1 ALL STAR CONCRETE JOHNSTON, IA		2 HAWKEYE PAVING CORP DAVENPORT, IA		3 BROTHERS CONCRETE DES MOINES, IA	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK, SUBGRADE, AND SUBBASE										
2.1	Topsoil, Off-site	CY	92	\$ 55.00	\$ 5,060.00	\$ 50.00	\$ 4,600.00	\$ 100.00	\$ 9,200.00	\$ 30.00	\$ 2,760.00
2.2	Excavation, Class 10	CY	291	\$ 40.00	\$ 11,640.00	\$ 50.00	\$ 14,550.00	\$ 50.00	\$ 14,550.00	\$ 25.00	\$ 7,275.00
2.3	Subgrade Preparation	SY	1262	\$ 12.00	\$ 15,144.00	\$ 5.00	\$ 6,310.00	\$ 5.00	\$ 6,310.00	\$ 6.50	\$ 8,203.00
2.4	Subbase, Modified, 6 Inches	SY	990	\$ 22.00	\$ 21,780.00	\$ 16.00	\$ 15,840.00	\$ 30.00	\$ 29,700.00	\$ 21.00	\$ 20,790.00
2.5	Subbase, Special Backfill, 6 Inches	SY	272	\$ 26.00	\$ 7,072.00	\$ 15.00	\$ 4,080.00	\$ 30.00	\$ 8,160.00	\$ 15.00	\$ 4,080.00
2.6	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,800.00	\$ 3,800.00
2.7	Temporary Granular Surfacing	TON	200	\$ 45.00	\$ 9,000.00	\$ 60.00	\$ 12,000.00	\$ 30.00	\$ 6,000.00	\$ 65.00	\$ 13,000.00
	SEWERS AND DRAINS										
4.1	Subdrain, Corrugated PVC, 8 In.	LF	130	\$ 30.00	\$ 3,900.00	\$ 40.00	\$ 5,200.00	\$ 50.00	\$ 6,500.00	\$ 55.00	\$ 7,150.00
4.2	Subdrain Cleanout, Type B	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 800.00	\$ 1,600.00	\$ 2,000.00	\$ 4,000.00	\$ 1,100.00	\$ 2,200.00
	STRUCTURES FOR SANITARY AND STORM SEWERS										
6.1	Manhole Adjustment, Minor	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,900.00	\$ 2,900.00	\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 2,200.00
6.2	Connection to Existing Intake	EA	2	\$ 1,300.00	\$ 2,600.00	\$ 800.00	\$ 1,600.00	\$ 1,500.00	\$ 3,000.00	\$ 2,450.00	\$ 4,900.00
	STREETS AND RELATED WORK										
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	1157	\$ 130.00	\$ 150,410.00	\$ 110.00	\$ 127,270.00	\$ 155.00	\$ 179,335.00	\$ 102.00	\$ 118,014.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,700.00	\$ 3,700.00	\$ 2,000.00	\$ 2,000.00	\$ 4,250.00	\$ 4,250.00
7.3	Removal of Sidewalk	SY	346	\$ 20.00	\$ 6,920.00	\$ 15.00	\$ 5,190.00	\$ 25.00	\$ 8,650.00	\$ 25.00	\$ 8,650.00
7.4	Sidewalk, PCC, 4 In.	SY	139	\$ 70.00	\$ 9,730.00	\$ 70.00	\$ 9,730.00	\$ 120.00	\$ 16,680.00	\$ 68.00	\$ 9,452.00
7.5	Sidewalk, PCC, 6 In.	SY	81	\$ 90.00	\$ 7,290.00	\$ 70.00	\$ 5,670.00	\$ 150.00	\$ 12,150.00	\$ 75.00	\$ 6,075.00
7.6	Detectable Warnings, Galvanized Steel	SF	120	\$ 55.00	\$ 6,600.00	\$ 65.00	\$ 7,800.00	\$ 60.00	\$ 7,200.00	\$ 135.00	\$ 16,200.00
7.7	Pavement Removal	SY	1110	\$ 35.00	\$ 38,850.00	\$ 25.00	\$ 27,750.00	\$ 20.00	\$ 22,200.00	\$ 21.00	\$ 23,310.00
	TRAFFIC CONTROL										
8.1	Traffic Signal	LS	1	\$ 283,000.00	\$ 283,000.00	\$ 234,153.00	\$ 234,153.00	\$ 235,000.00	\$ 235,000.00	\$ 335,876.40	\$ 335,876.40
8.2	Temporary Traffic Signal	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,945.00	\$ 9,945.00
8.3	Traffic Signal Removal	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 15,452.00	\$ 15,452.00
8.4	Painted Pavement Markings, Durable	STA	35.5	\$ 200.00	\$ 7,100.00	\$ 500.00	\$ 17,750.00	\$ 230.00	\$ 8,165.00	\$ 550.00	\$ 19,525.00
8.5	Painted Symbols and Legends, Durable	EA	1	\$ 350.00	\$ 350.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 950.00	\$ 950.00
8.6	Grooves Cut for Pavement Markings	STA	35.5	\$ 60.00	\$ 2,130.00	\$ 300.00	\$ 10,650.00	\$ 140.00	\$ 4,970.00	\$ 355.00	\$ 12,602.50
8.7	Grooves Cut for Symbols and Legends	EA	1	\$ 200.00	\$ 200.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00	\$ 950.00	\$ 950.00
8.8	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,500.00	\$ 25,500.00	\$ 30,000.00	\$ 30,000.00	\$ 28,500.00	\$ 28,500.00
8.9	Portable Dynamic Message Sign (PDMS)	CDAY	40	\$ 150.00	\$ 6,000.00	\$ 225.00	\$ 9,000.00	\$ 250.00	\$ 10,000.00	\$ 350.00	\$ 14,000.00
8.10	Signal Modifications for Staging	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 9,482.00	\$ 9,482.00
8.11	Fiber Optic Network Modifications	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 16,650.00	\$ 16,650.00
	SITE WORK AND LANDSCAPING										
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$ 12,000.00	\$ 1,200.00	\$ 12,459.00	\$ 1,245.90	\$ 25,000.00	\$ 2,500.00	\$ 9,500.00	\$ 950.00
9.2	Filter Sock, 12 In.	LF	456	\$ 3.00	\$ 1,368.00	\$ 4.00	\$ 1,824.00	\$ 3.00	\$ 1,368.00	\$ 3.50	\$ 1,596.00
9.3	Filter Sock, Removal	LF	456	\$ 1.00	\$ 456.00	\$ 1.00	\$ 456.00	\$ 0.10	\$ 45.60	\$ 1.50	\$ 684.00
9.4	Inlet Protection Device, Grate	EA	4	\$ 250.00	\$ 1,000.00	\$ 149.50	\$ 598.00	\$ 150.00	\$ 600.00	\$ 165.00	\$ 660.00
9.5	Inlet Protection Device, Maintenance	EA	4	\$ 50.00	\$ 200.00	\$ 79.60	\$ 318.40	\$ 20.00	\$ 80.00	\$ 120.00	\$ 480.00
	MISCELLANEOUS										
11.1	Mobilization	LS	1	\$ 69,000.00	\$ 69,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 35,000.00	\$ 35,000.00
11.2	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,850.00	\$ 1,850.00
TOTAL BID:				\$ 759,000.00		\$ 685,785.30		\$ 763,363.60		\$ 767,461.90	
BID SECURITY:						10%		10%		10%	

TABULATION OF BIDS

SE Oralabor Road and Convenience Boulevard/Creekview Drive Traffic Signal Replacement Project

City of Ankeny

Project No. 123.0135.01

Bid Date/Time: June 27, 2023 at 10:30 AM

				ENGINEER'S ESTIMATE		4 ABSOLUTE GROUP GRANGER, IA		5 TK CONCRETE, INC. PELLA, IA	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	EARTHWORK, SUBGRADE, AND SUBBASE								
2.1	Topsoil, Off-site	CY	92	\$ 55.00	\$ 5,060.00	\$ 80.00	\$ 7,360.00	\$ 85.00	\$ 7,820.00
2.2	Excavation, Class 10	CY	291	\$ 40.00	\$ 11,640.00	\$ 70.50	\$ 20,515.50	\$ 25.00	\$ 7,275.00
2.3	Subgrade Preparation	SY	1262	\$ 12.00	\$ 15,144.00	\$ 6.50	\$ 8,203.00	\$ 5.00	\$ 6,310.00
2.4	Subbase, Modified, 6 Inches	SY	990	\$ 22.00	\$ 21,780.00	\$ 22.00	\$ 21,780.00	\$ 15.00	\$ 14,850.00
2.5	Subbase, Special Backfill, 6 Inches	SY	272	\$ 26.00	\$ 7,072.00	\$ 25.00	\$ 6,800.00	\$ 15.00	\$ 4,080.00
2.6	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
2.7	Temporary Granular Surfacing	TON	200	\$ 45.00	\$ 9,000.00	\$ 59.50	\$ 11,900.00	\$ 62.50	\$ 12,500.00
	SEWERS AND DRAINS								
4.1	Subdrain, Corrugated PVC, 8 In.	LF	130	\$ 30.00	\$ 3,900.00	\$ 75.00	\$ 9,750.00	\$ 38.50	\$ 5,005.00
4.2	Subdrain Cleanout, Type B	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,600.00	\$ 3,200.00	\$ 500.00	\$ 1,000.00
	STRUCTURES FOR SANITARY AND STORM SEWERS								
6.1	Manhole Adjustment, Minor	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
6.2	Connection to Existing Intake	EA	2	\$ 1,300.00	\$ 2,600.00	\$ 1,200.00	\$ 2,400.00	\$ 3,500.00	\$ 7,000.00
	STREETS AND RELATED WORK								
7.1	Pavement, PCC, 10.5 In., C-SUD	SY	1157	\$ 130.00	\$ 150,410.00	\$ 130.00	\$ 150,410.00	\$ 125.00	\$ 144,625.00
7.2	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
7.3	Removal of Sidewalk	SY	346	\$ 20.00	\$ 6,920.00	\$ 25.00	\$ 8,650.00	\$ 15.00	\$ 5,190.00
7.4	Sidewalk, PCC, 4 In.	SY	139	\$ 70.00	\$ 9,730.00	\$ 60.00	\$ 8,340.00	\$ 80.00	\$ 11,120.00
7.5	Sidewalk, PCC, 6 In.	SY	81	\$ 90.00	\$ 7,290.00	\$ 70.00	\$ 5,670.00	\$ 125.00	\$ 10,125.00
7.6	Detectable Warnings, Galvanized Steel	SF	120	\$ 55.00	\$ 6,600.00	\$ 40.00	\$ 4,800.00	\$ 60.00	\$ 7,200.00
7.7	Pavement Removal	SY	1110	\$ 35.00	\$ 38,850.00	\$ 30.00	\$ 33,300.00	\$ 15.50	\$ 17,205.00
	TRAFFIC CONTROL								
8.1	Traffic Signal	LS	1	\$ 283,000.00	\$ 283,000.00	\$ 250,000.00	\$ 250,000.00	\$ 290,000.00	\$ 290,000.00
8.2	Temporary Traffic Signal	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
8.3	Traffic Signal Removal	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 25,000.00	\$ 25,000.00
8.4	Painted Pavement Markings, Durable	STA	35.5	\$ 200.00	\$ 7,100.00	\$ 230.00	\$ 8,165.00	\$ 700.00	\$ 24,850.00
8.5	Painted Symbols and Legends, Durable	EA	1	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00	\$ 1,000.00	\$ 1,000.00
8.6	Grooves Cut for Pavement Markings	STA	35.5	\$ 60.00	\$ 2,130.00	\$ 140.00	\$ 4,970.00	\$ 420.00	\$ 14,910.00
8.7	Grooves Cut for Symbols and Legends	EA	1	\$ 200.00	\$ 200.00	\$ 120.00	\$ 120.00	\$ 1,000.00	\$ 1,000.00
8.8	Temporary Traffic Control	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 57,000.00	\$ 57,000.00	\$ 35,000.00	\$ 35,000.00
8.9	Portable Dynamic Message Sign (PDMS)	CDAY	40	\$ 150.00	\$ 6,000.00	\$ 200.00	\$ 8,000.00	\$ 315.00	\$ 12,600.00
8.10	Signal Modifications for Staging	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
8.11	Fiber Optic Network Modifications	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 20,000.00	\$ 20,000.00
	SITE WORK AND LANDSCAPING								
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$ 12,000.00	\$ 1,200.00	\$ 30,000.00	\$ 3,000.00	\$ 35,000.00	\$ 3,500.00
9.2	Filter Sock, 12 In.	LF	456	\$ 3.00	\$ 1,368.00	\$ 3.00	\$ 1,368.00	\$ 5.50	\$ 2,508.00
9.3	Filter Sock, Removal	LF	456	\$ 1.00	\$ 456.00	\$ 1.00	\$ 456.00	\$ 5.00	\$ 2,280.00
9.4	Inlet Protection Device, Grate	EA	4	\$ 250.00	\$ 1,000.00	\$ 225.00	\$ 900.00	\$ 300.00	\$ 1,200.00
9.5	Inlet Protection Device, Maintenance	EA	4	\$ 50.00	\$ 200.00	\$ 30.00	\$ 120.00	\$ 100.00	\$ 400.00
	MISCELLANEOUS								
11.1	Mobilization	LS	1	\$ 69,000.00	\$ 69,000.00	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00
11.2	Concrete Washout	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00
TOTAL BID:				\$ 759,000.00		\$ 769,777.50		\$ 820,553.00	
BID SECURITY:						10%		10%	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE SE ORALABOR ROAD & CONVENIENCE BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE SE ORALABOR ROAD &
CONVENIENCE BOULEVARD/CREEKVIEW DRIVE
TRAFFIC SIGNAL REPLACEMENT

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 SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement, described in the plans and specifications heretofore adopted by this Council on July 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: All Star Concrete, LLC of Johnston, Iowa

Amount of bid: \$685,785.30

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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE SE ORALABOR ROAD & CONVENIENCE BOULEVARD/CREEKVIEW DRIVE TRAFFIC SIGNAL REPLACEMENT", 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 SE ORALABOR ROAD &
CONVENIENCE BOULEVARD/CREEKVIEW DRIVE
TRAFFIC SIGNAL REPLACEMENT

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 SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement, 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: All Star Concrete, LLC of Johnston, Iowa

Amount of bid: \$685,785.30

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

PASSED AND APPROVED this 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of July, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and All Star Concrete LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement

The SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement project includes the replacement of the existing traffic signal at the intersection of SE Oralabor Rd and Convenience Blvd/Creekview drive as well as sidewalk modifications, curb modifications, and full depth roadway patching near the intersection.

The construction improvements include approximately 1,160 SY of full depth patching of PCC pavement, 250 SY of PCC sidewalk, 350 SY of sidewalk removal, a traffic signal, and traffic signal removal. Other associated improvements include temporary traffic control, a partial temporary traffic signal, fiber optic connection modifications at two (2) nearby intersections, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, and overhead street name signs for contractor installation.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of SIX HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED EIGHTY FIVE AND 30/100 DOLLARS (\$685,785.30), 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 Project is generally separated into two Sites of work identified as Site "A" and Site "B". Site "A" work is all non-traffic signal related work including all sidewalk and PCC patching work. Site "B" work is generally described as the traffic signal replacement and associated work.

Site "A" work shall begin no earlier than July 31, 2023 and shall be substantially completed by November 10, 2023. Substantially complete shall be defined as all sidewalk removals, sidewalk installation, curb modifications, and full depth PCC patching, removal of all associated traffic control, and traffic is fully open to pre-project conditions. Should the Contractor fail to substantially complete the Site "A" work by November 10, 2023, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

Site "B" work shall be substantially completed within twenty (20) working days from a mutually agreed upon start date pending traffic signal material delivery dates. Site "B" work performed prior to said start date will not be charged as Site "B" working days. The Site "B" start date could possibly be in the spring of 2024. Substantially complete shall be defined as being achieved with the switchover to the fully operational proposed traffic signal. Should the Contractor fail to substantially complete the Site "B" work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within ten (10) working days after the overall project has been substantially completed as previously noted in this section. Fully complete shall be defined as all surface restoration being completed, all punchlist items addressed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the overall work in this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not 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 _____
Mark E. Holm, Mayor

(Seal)
ATTEST:

~~Diane Klemme, Deputy City Clerk~~

Michelle Yuska, City Clerk

CONTRACTOR:

All Star Concrete LLC
Contractor

By Bryan S. Applegate
Signature

Estimator / Project Manager
Title

4989 NW Johnston Dr
Street Address

Johnston, IA 50131
City, State, Zip Code

(515) 224-6394
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1211-57 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.

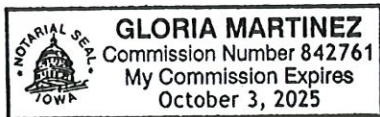
NOTE:

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of Iowa)
) SS
Polk County)

On this 28th day of June, 2023, before me a Notary Public in and for said county, personally appeared Bryan Spriggs, to me personally known, who being by me duly sworn did say that person is Sr. Project Manager of said All Star Concrete LLC, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) All Star Concrete LLC, and that said instrument was signed and sealed on behalf of the said All Star Concrete LLC, by authority of its managers and the said Bryan Spriggs acknowledged the execution of said instrument to be the voluntary act and deed of said All Star Concrete LLC, by it voluntarily executed.



Gloria Martinez
Notary Public in and for the State of IOWA
My commission expires October 3rd, 2025

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	Earthwork, Subgrade, and Subbase				
2.01	Topsoil, Off-site	CY	92	\$50.00	\$4,600.00
2.02	Excavation, Class 10	CY	291	\$50.00	\$14,550.00
2.03	Subgrade Preparation	SY	1262	\$5.00	\$6,310.00
2.04	Subbase, Modified, 6 Inches	SY	990	\$16.00	\$15,840.00
2.05	Subbase, Special Backfill, 6 Inches	SY	272	\$15.00	\$4,080.00
2.06	Compaction Testing	LS	1	\$2,500.00	\$2,500.00
2.07	Temporary Granular Surfacing	TON	200	\$60.00	\$12,000.00
	Sewers and Drains				
4.01	Subdrain, Corrugated PVC, 8 In.	LF	130	\$40.00	\$5,200.00
4.02	Subdrain Cleanout, Type B	EA	2	\$800.00	\$1,600.00
	Structures for Sanitary and Storm Sewers				
6.01	Manhole Adjustment, Minor	EA	1	\$2,900.00	\$2,900.00
6.02	Connection to Existing Intake	EA	2	\$800.00	\$1,600.00
	Streets and Related Work				
7.01	Pavement, PCC, 10.5 In., C-SUD	SY	1,157	\$110.00	\$127,270.00
7.02	PCC Pavement Samples and Testing	LS	1	\$3,700.00	\$3,700.00
7.03	Removal of Sidewalk	SY	346	\$15.00	\$5,190.00
7.04	Sidewalk, PCC, 4 In.	SY	139	\$70.00	\$9,730.00
7.05	Sidewalk, PCC, 6 In.	SY	81	\$70.00	\$5,670.00
7.06	Detectable Warnings	SF	120	\$65.00	\$7,800.00
7.07	Pavement Removal	SY	1,110	\$25.00	\$27,750.00
	Traffic Control				
8.01	Traffic Signal	LS	1	\$234,153.00	\$234,153.00

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
8.02	Temporary Traffic Signal	LS	1	\$18,000.00	\$18,000.00
8.03	Traffic Signal Removal	LS	1	\$16,000.00	\$16,000.00
8.04	Painted Pavement Markings, Durable	STA	35.5	\$500.00	\$17,750.00
8.05	Painted Symbols and Legends, Durable	EA	1	\$500.00	\$500.00
8.06	Grooves Cut for Pavement Markings	STA	35.5	\$300.00	\$10,650.00
8.07	Grooves Cut for Symbols and Legends	EA	1	\$500.00	\$500.00
8.08	Temporary Traffic Control	LS	1	\$25,500.00	\$25,500.00
8.09	Portable Dynamic Message Sign (PDMS)	CDAY	40	\$225.00	\$9,000.00
8.10	Signal Modifications for Staging	LS	1	\$2,500.00	\$2,500.00
8.11	Fiber Optic Network Modifications	LS	1	\$12,500.00	\$12,500.00
	Site Work and Landscaping				
9.01	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, BFM	AC	0.1	\$12,459.00	\$1,245.90
9.02	Filter Sock, 12 Inch	LF	456	\$4.00	\$1,824.00
9.03	Filter Sock, Removal	LF	456	\$1.00	\$456.00
9.04	Inlet Protection Device, Grate	EA	4	\$149.50	\$598.00
9.05	Inlet Protection Device, Maintenance	EA	4	\$79.60	\$318.40
	Miscellaneous				
11.01	Mobilization	LS	1	\$75,000.00	\$75,000.00
11.02	Concrete Washout	LS	1	\$1,000.00	\$1,000.00

TOTAL CONTRACT AMOUNT =

\$685,785.30

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, All Star Concrete LLC, as Principal (hereinafter the “Contractor” or “Principal”) and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of SIX HUNDRED EIGHTY FIVE THOUSAND SEVEN HUNDRED EIGHTY FIVE AND 30/100 DOLLARS (\$685,785.30), 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 3rd day of July, 2023 (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvement:

SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement

The SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement project includes the replacement of the existing traffic signal at the intersection of SE Oralabor Rd and Convenience Blvd/Creekview drive as well as sidewalk modifications, curb modifications, and full depth roadway patching near the intersection.

The construction improvements include approximately 1,160 SY of full depth patching of PCC pavement, 250 SY of PCC sidewalk, 350 SY of sidewalk removal, a traffic signal, and traffic signal removal. Other associated improvements include temporary traffic control, a partial temporary traffic signal, fiber optic connection modifications at three (3) nearby intersections, mobilization, and miscellaneous associated work necessary to complete the project.

The City will furnish combination traffic signal/ lighting pole and mast arm assemblies, low-voltage ATC signal cabinet and controller, and overhead street name signs for contractor 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 improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

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

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

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

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

Witness our hands, in triplicate, this 3rd day of July, 2023.

PRINCIPAL:

All Star Concrete LLC

Contractor

By

Byron S. Allen

Signature

Estimator / Project Manager

Title

SURETY:

Merchants National Bonding, Inc.

Surety Company

By

Andy Bennett

Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukegan, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

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

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, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; James A Holter; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Kate Zanders; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sara Huston; Sarah C Brown; Seth D Rooker; Stacy Venn; Tim McCulloh; Todd Bengford; W R Withrow

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 24th day of January, 2023.



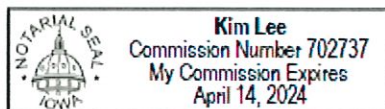
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of January, 2023, 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.



Kim Lee

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 3rd day of July, 2023.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2023

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

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

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Sarah Tritz PHONE (A/C, No. Ext): E-MAIL: stritz@holmesmurphy.com ADDRESS:	FAX (A/C, No):
INSURED All Star Concrete LLC 4989 NW Johnston Dr. Johnston, IA 50131-0394		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ZURICH AMER INS CO	16535
		INSURER B: Integrity Insurance Company	14303
		INSURER C: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 69126970

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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:		GL01122702	03/13/23	10/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BAP1122703	03/13/23	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUP-5W103055-23-NF	03/13/23	10/01/24	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WC1122701	03/13/23	10/01/23	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: SE Oralabor Road & Convenience Boulevard/Creekview Drive Traffic Signal Replacement

Additional Insured (CGL): City of Ankeny, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Ankeny

1210 Prairie Ridge Drive

Ankeny, IA 50023

USA

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

AUTHORIZED REPRESENTATIVE

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ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed Uptown Parking Improvements (PH 2023-43)

EXECUTIVE SUMMARY:
Uptown Parking Improvements

Improvements include the paving and striping of additional parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' west of SW Pleasant Street and along SW Cherry Street from SW 3rd Street to 125' feet south of SW 4th Street. The parking improvements include approximately 990 SY of 7" thick PCC Class C-SUD pavement, curb and gutter, Class 10 excavation, subgrade preparation, sidewalks, pavement markings, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The bid opening for the project was held on Tuesday, June 27, 2023. Eleven (11) bids were received as follows:

1. MNM Concrete Specialists \$240,078.50*

2. Caliber Concrete, LLC \$188,967.79
3. Iowa Civil Contracting, Inc. \$312,276.40
4. Concrete Contracting Company \$263,141.00
5. Brothers Cleaning Corporation \$237,878.00
6. Absolute Group \$248,066.00
7. Howrey Construction, Inc. \$209,278.00*
8. TK Concrete, Inc. \$249,788.00
9. Graphite Construction Group \$196,262.38*
10. Shekar Engineering, PLC \$327,767.74
11. Concrete Connection \$235,000.00

* notes minor math error identified in review of proposals: did not affect overall bid order.

The engineer's cost opinion for the project was \$243,000. The bids ranged from approximately 22% below to 35% above the engineer's cost opinion. The City reviewed the bid results internally, with the project's engineering consultant, MSA Professional Services. Caliber Concrete has completed projects of similar nature for other public agencies in the metro area, and they have the technical experience to successfully undertake the project. It is recommended that the project be awarded to Caliber Concrete, LLC of Adair, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than July 31, 2023, and will be required to substantially complete the project within forty-five (45) working days. No work will be allowed on Saturdays coincident with Ankeny Uptown Farmers' Market.

FISCAL IMPACT: No

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

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$243,000).
2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for the Uptown Parking Improvements

3. Receive and file the report of bids received on June 27, 2023.

4. Approve Resolution, making award of construction contract to Caliber Concrete, LLC of Adair, Iowa.

5. Approve Resolution, approving contract and bonds with Caliber Concrete, LLC in the amount of \$188,967.79.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

June 5, 2023: Construction of the project was initiated by the City Council, and public hearing was set for July 3, 2023.

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to adopt 1) **RESOLUTION** adopting plans, specifications, form of contract and estimate of cost \$243,000.00; 2) receive and file report of bids received June 27, 2023; 3) adopt **RESOLUTION** making award of construction contract with Caliber Concrete, LLC in the amount of \$188,967.79; and 4) adopt **RESOLUTION** approving contract and bonds with Caliber Concrete, LLC in the amount of \$188,967.79.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 RES - plans, specs
 Bid Sheet
 Bid Tab
 RES - making award
 RES - approving contract
 Map
 Contract

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE UPTOWN PARKING IMPROVEMENTS", 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 UPTOWN PARKING IMPROVEMENTS

WHEREAS, on the 5th day of June, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Uptown Parking Improvements; 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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk

BID LETTING

10:30 A.M.

JUNE 27, 2023

UPTOWN PARKING IMPROVEMENTS

The purpose of this meeting is to receive, open and tabulate bids for construction of the Uptown Parking Improvements in accordance with the Plans and Specifications prepared by MSA Professional Services.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 243,000⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
1) ✓	mm Concrete Specialist 3821 Hillcrest Dr Des Moines IA	240157.00	
* 2) ✓	Caliber Concrete LLC 309 Audubon St Adair IA 50002	188967.79	
3) ✓	Iowa Civil Contracting Inc 1106 3rd Street Victor IA 52347	312276.40	
4) ✓	The Concrete Co. PO Box 556 Grimes IA 50111	263141.00	
5) ✓	Brothers Cleaning Corp 4000 Calfax Ave Des Moines IA 50317	237,878.00	
6) ✓	Absolute Group PO Box 430 Granger IA 50109	248066.00	

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (none) Acknowledged
7) ✓	Hawrey Construction Inc 316 Austin St Rockwell City IA 50579	209,378 ⁰⁰	
8) ✓	TK Concrete Inc 1608 Fifield Rd Pella IA 50219	249,788 ⁰⁰	
9) ✓	Graphite Construction Group 1955 NE 58th Ave Ste 100 Des Moines IA 50313	196,416 ⁸⁵	
10) ✓	Shekar Engineering 2600 McK Jr Pkwy #200 Des Moines IA 50310	327,767 ⁷⁴	
11) ✓	Concrete Connection LLC 5170 NW Beaver Dr Johnston IA 50131	235,000 ⁰⁰	
12) _____	_____	_____	_____
13) _____	_____	_____	_____

*Apparent Low Bidder

Bids will be reviewed and further action taken by the City Council at their next regular meeting of July 3, 2023 at 5:30 P.M.

ATTEST:

Michelle Yuska
Michelle Yuska, City Clerk

Mark Mueller
Mark Mueller, Public Works Director

BID TABULATION																PROJECT NUMBER: 09085056	
PROJECT: UPTOWN PARKING IMPROVEMENTS																BID DATE: 6/26/2023	
OWNER: CITY OF ANKENY																	
					MSA Engineer's Estimate		Caliber Concrete LLC Adair, IA		Graphite Construction Group Des Moines, IA		Howrey Construction Rockwell City, IA		Concrete Connection		Brothers Cleaning Corp. Des Moines, IA		
ITEM CODE	SUDAS BID ITEM	Description	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
Division 2: Earthwork																	
2.01	2010-D-1	Topsoil, On-site	CY	202	\$ 45.00	\$ 9,090.00	\$ 25.00	\$ 5,050.00	\$ 6.60	\$ 1,333.20	\$ 23.50	\$ 4,747.00	\$ 40.00	\$ 8,080.00	\$ 20.00	\$ 4,040.00	
2.02	2010-E	Excavation, Class 10	CY	61	\$ 40.00	\$ 2,440.00	\$ 40.00	\$ 2,440.00	\$ 17.60	\$ 1,073.60	\$ 19.50	\$ 1,189.50	\$ 40.00	\$ 2,440.00	\$ 35.00	\$ 2,135.00	
2.03	2010-E	Excavation, Class 10, Borrow	CY	44	\$ 50.00	\$ 2,200.00	\$ 60.00	\$ 2,640.00	\$ 53.10	\$ 2,336.40	\$ 55.00	\$ 2,420.00	\$ 60.00	\$ 2,640.00	\$ 55.00	\$ 2,420.00	
2.04	2010-G	Subgrade Preparation, 6in.	SY	1,327	\$ 5.00	\$ 6,635.00	\$ 3.25	\$ 4,312.75	\$ 1.65	\$ 2,189.55	\$ 4.00	\$ 5,308.00	\$ 4.00	\$ 5,308.00	\$ 4.00	\$ 5,308.00	
2.05	2010-I	Subgrade Treatment, Geogrid	SY	100	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 24.25	\$ 2,425.00	\$ 7.00	\$ 700.00	\$ 45.00	\$ 4,500.00	\$ 6.50	\$ 650.00	
2.06	2010-M	Compaction Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,300.00	\$ 3,300.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	
Division 5: Water Mains and App																	
5.01	5020-999-A	Fire Hydrant Relocation	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 11,550.00	\$ 11,550.00	\$ 7,612.00	\$ 7,612.00	\$ 9,000.00	\$ 9,000.00	\$ 12,500.00	\$ 12,500.00	\$ 8,750.00	\$ 8,750.00	
Division 6: Structures for Sanitary																	
6.01	6010-B	Intake, SW-511, Cast-In-Place	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 8,550.00	\$ 8,550.00	\$ 6,073.00	\$ 6,073.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	
6.02	6010-E-1	Manhole Adjustment, Minor	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,276.00	\$ 4,552.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,200.00	\$ 4,400.00	
6.03	6010-F-1	Intake Adjustment, Minor	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 1,375.00	\$ 1,375.00	\$ 1,208.00	\$ 1,208.00	\$ 2,700.00	\$ 2,700.00	\$ 1,500.00	\$ 1,500.00	\$ 2,200.00	\$ 2,200.00	
Division 7: Streets and Related W																	
7.01	7010-A	Pavement, PCC, 7 in., C-SUD	SY	990	\$ 90.00	\$ 89,100.00	\$ 55.28	\$ 54,727.20	\$ 69.25	\$ 68,557.50	\$ 72.00	\$ 71,280.00	\$ 90.00	\$ 89,100.00	\$ 82.00	\$ 81,180.00	
7.02	7010-E	PCC Curb and Gutter, 2.0 ft., 6 in.	LF	178	\$ 30.00	\$ 5,340.00	\$ 49.19	\$ 8,755.82	\$ 29.75	\$ 5,295.50	\$ 80.00	\$ 14,240.00	\$ 55.00	\$ 9,790.00	\$ 25.00	\$ 4,450.00	
7.03	7010-E	PCC Curb and Gutter, 2.5 ft., 6 in.	LF	71	\$ 45.00	\$ 3,195.00	\$ 52.12	\$ 3,700.52	\$ 32.00	\$ 2,272.00	\$ 140.00	\$ 9,940.00	\$ 65.00	\$ 4,615.00	\$ 32.00	\$ 2,272.00	
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,300.00	\$ 3,300.00	\$ 1,600.00	\$ 1,600.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	
7.05	7030-A-1	Removal of Sidewalk	SY	184	\$ 20.00	\$ 3,680.00	\$ 1.55	\$ 285.20	\$ 20.00	\$ 3,680.00	\$ 15.00	\$ 2,760.00	\$ 18.00	\$ 3,312.00	\$ 21.00	\$ 3,864.00	
7.06	7030-E	Sidewalk, PCC, 5 in.	SY	375	\$ 70.00	\$ 26,250.00	\$ 61.42	\$ 23,032.50	\$ 64.50	\$ 24,187.50	\$ 69.50	\$ 26,062.50	\$ 63.00	\$ 23,625.00	\$ 70.00	\$ 26,250.00	
7.07	7030-E	Sidewalk, PCC, 6 in.	SY	35	\$ 75.00	\$ 2,625.00	\$ 68.42	\$ 2,394.70	\$ 75.00	\$ 2,625.00	\$ 110.00	\$ 3,850.00	\$ 72.00	\$ 2,520.00	\$ 75.00	\$ 2,625.00	
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	40	\$ 75.00	\$ 3,000.00	\$ 75.00	\$ 3,000.00	\$ 82.50	\$ 3,300.00	\$ 35.00	\$ 1,400.00	\$ 80.00	\$ 3,200.00	\$ 125.00	\$ 5,000.00	
7.09	7040-H	Removal of Existing Pavement	SY	392	\$ 20.00	\$ 7,840.00	\$ 1.55	\$ 607.60	\$ 29.00	\$ 11,368.00	\$ 18.00	\$ 7,056.00	\$ 18.00	\$ 7,056.00	\$ 21.00	\$ 8,232.00	
7.10	7040-I	Curb and Gutter Removal	LF	196	\$ 20.00	\$ 3,920.00	\$ 11.00	\$ 2,156.00	\$ 10.50	\$ 2,058.00	\$ 15.00	\$ 2,940.00	\$ 35.00	\$ 6,860.00	\$ 21.00	\$ 4,116.00	
Division 8: Traffic Control																	
8.01	8020-B	Pavement Markings, Waterborne, White	STA	6.5	\$ 35.00	\$ 227.50	\$ 425.00	\$ 2,762.50	\$ 309.00	\$ 2,008.50	\$ 200.00	\$ 1,300.00	\$ 300.00	\$ 1,950.00	\$ 500.00	\$ 3,250.00	
8.02	8020-G	Painted Symbols and Legends, Waterborne	EA	2	\$ 150.00	\$ 300.00	\$ 250.00	\$ 500.00	\$ 247.00	\$ 494.00	\$ 230.00	\$ 460.00	\$ 300.00	\$ 600.00	\$ 950.00	\$ 1,900.00	
8.03	8020-K	Pavement Markings Removed	STA	1.2	\$ 50.00	\$ 60.00	\$ 750.00	\$ 900.00	\$ 550.00	\$ 660.00	\$ 425.00	\$ 510.00	\$ 500.00	\$ 600.00	\$ 950.00	\$ 1,140.00	
8.04	8030-A	Temporary Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 500.00	\$ 500.00	\$ 5,500.00	\$ 5,500.00	\$ 3,750.00	\$ 3,750.00	\$ 5,000.00	\$ 5,000.00	\$ 5,250.00	\$ 5,250.00	
8.05	8040-B	Traffic Signs	EA	5	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 110.00	\$ 550.00	\$ 125.00	\$ 625.00	\$ 250.00	\$ 1,250.00	\$ 1,850.00	\$ 9,250.00	
8.06	8040-E	U-Shaped Rail Steel Posts	LF	40	\$ 40.00	\$ 1,600.00	\$ 31.25	\$ 1,250.00	\$ 26.00	\$ 1,040.00	\$ 24.00	\$ 960.00	\$ 25.00	\$ 1,000.00	\$ 57.50	\$ 2,300.00	
8.07	8040-J	Remove and Salvage Traffic Sign Assembly	EA	5	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 55.00	\$ 275.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 1,800.00	\$ 9,000.00	
Division 9: Site Work and Landscaping																	
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15	\$ 25,000.00	\$ 3,750.00	\$ 5,000.00	\$ 750.00	\$ 7,330.00	\$ 1,099.50	\$ 7,500.00	\$ 1,125.00	\$ 10,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,250.00	
9.02	9010-B	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15	\$ 25,000.00	\$ 3,750.00	\$ 7,500.00	\$ 1,125.00	\$ 7,330.00	\$ 1,099.50	\$ 7,500.00	\$ 1,125.00	\$ 10,000.00	\$ 1,500.00	\$ 15,000.00	\$ 2,250.00	
9.03	9010-B	Hydraulic Mulching, BFM	AC	0.30	\$ 12,500.00	\$ 3,750.00	\$ 7,500.00	\$ 2,250.00	\$ 3,650.00	\$ 1,095.00	\$ 5,000.00	\$ 1,500.00	\$ 10,000.00	\$ 3,000.00	\$ 15,000.00	\$ 4,500.00	
9.04	9040-F-1	Wattle, Straw, 9 in.	LF	936	\$ 3.50	\$ 3,276.00	\$ 2.00	\$ 1,872.00	\$ 2.75	\$ 2,574.00	\$ 3.75	\$ 3,510.00	\$ 2.50	\$ 2,340.00	\$ 3.25	\$ 3,042.00	
9.05	9040-F-2	Wattle, Removal	LF	936	\$ 1.50	\$ 1,404.00	\$ 1.00	\$ 936.00	\$ 0.60	\$ 561.60	\$ 1.25	\$ 1,170.00	\$ 1.00	\$ 936.00	\$ 1.50	\$ 1,404.00	
9.06	9040-T-1	Inlet Protection Device, Surface-Applied	EA	5	\$ 300.00	\$ 1,500.00	\$ 100.00	\$ 500.00	\$ 220.00	\$ 1,100.00	\$ 400.00	\$ 2,000.00	\$ 150.00	\$ 750.00	\$ 165.00	\$ 825.00	
9.07	9040-T-1	Inlet Protection Device, Drop-In	EA	5	\$ 200.00	\$ 1,000.00	\$ 165.00	\$ 825.00	\$ 220.00	\$ 1,100.00	\$ 300.00	\$ 1,500.00	\$ 200.00	\$ 1,000.00	\$ 165.00	\$ 825.00	
9.08	9040-T-2	Inlet Protection Device, Maintenance	EA	10	\$ 25.00	\$ 250.00	\$ 35.00	\$ 350.00	\$ 110.00	\$ 1,100.00	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00	\$ 50.00	\$ 500.00	
Division 11: Miscellaneous																	
11.01	11,020-A	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 24,470.00	\$ 24,470.00	\$ 15,279.00	\$ 15,279.00	\$ 10,800.00	\$ 10,800.00	\$ 9,778.00	\$ 9,778.00	\$ 10,000.00	\$ 10,000.00	
11.02	11,050-A	Concrete Washout, Roll-Off Container	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,980.00	\$ 1,980.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	
TOTAL CONSTRUCTION COST						242,682.50		\$188,967.79		\$196,262.35		\$209,278.00		\$235,000.00		\$237,878.00	

Note 1: Math error for Item 8.01 changes the extended price and by extension, the overall bid price for Graphite Construction Group. Math error does not affect the overall bid order.

Note 2: Math error for Item 8.01 changes the extended price and by extension, the overall bid price for Howrey Construction. Math error does not affect the overall bid order.



BID TABULATION																
PROJECT: UPTOWN PARKING IMPROVEMENTS OWNER: CITY OF ANKENY													PROJECT NUMBER: 09085056 BID DATE: 6/26/2023			
					MNM Concrete Specialists Des Moines, IA		Absolute Group Granger, IA		TK Concrete Pella, IA		The Concrete Contracting Co. Grimes, IA		Iowa Civil Contracting, Inc. Victor, IA		Shekar Engineering, PLC Des Moines, IA	
ITEM CODE	SUDAS BID ITEM	Description	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Division 2: Earthwork																
2.01	2010-D-1	Topsoil, On-site	CY	202	\$ 45.00	\$ 9,090.00	\$ 20.00	\$ 4,040.00	\$ 25.00	\$ 5,050.00	\$ 10.00	\$ 2,020.00	\$ 73.00	\$ 14,746.00	\$ 15.00	\$ 3,030.00
2.02	2010-E	Excavation, Class 10	CY	61	\$ 22.00	\$ 1,342.00	\$ 10.00	\$ 610.00	\$ 30.00	\$ 1,830.00	\$ 10.00	\$ 610.00	\$ 44.10	\$ 2,690.10	\$ 25.00	\$ 1,525.00
2.03	2010-E	Excavation, Class 10, Borrow	CY	44	\$ 30.00	\$ 1,320.00	\$ 30.00	\$ 1,320.00	\$ 50.00	\$ 2,200.00	\$ 15.00	\$ 660.00	\$ 39.00	\$ 1,716.00	\$ 35.00	\$ 1,540.00
2.04	2010-G	Subgrade Preparation, 6in.	SY	1,327	\$ 6.50	\$ 8,625.50	\$ 5.00	\$ 6,635.00	\$ 4.00	\$ 5,308.00	\$ 15.00	\$ 19,905.00	\$ 11.00	\$ 14,597.00	\$ 5.50	\$ 7,298.50
2.05	2010-I	Subgrade Treatment, Geogrid	SY	100	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00	\$ 7.50	\$ 750.00	\$ 13.00	\$ 1,300.00	\$ 21.00	\$ 2,100.00	\$ 3.50	\$ 350.00
2.06	2010-M	Compaction Testing	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,750.00	\$ 1,750.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00	\$ 2,587.50	\$ 2,587.50
Division 5: Water Mains and App																
5.01	5020-999-A	Fire Hydrant Relocation	EA	1	\$ 14,000.00	\$ 14,000.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00	\$ 13,500.00	\$ 13,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,240.70	\$ 7,240.70
Division 6: Structures for Sanitary																
6.01	6010-B	Intake, SW-511, Cast-In-Place	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 5,250.00	\$ 5,250.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,287.42	\$ 6,287.42
6.02	6010-E-1	Manhole Adjustment, Minor	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 1,050.00	\$ 2,100.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 4,460.00	\$ 8,920.00	\$ 2,847.98	\$ 5,695.96
6.03	6010-F-1	Intake Adjustment, Minor	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 900.00	\$ 900.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,900.00	\$ 3,900.00	\$ 1,869.33	\$ 1,869.33
Division 7: Streets and Related W																
7.01	7010-A	Pavement, PCC, 7 in., C-SUD	SY	990	\$ 80.00	\$ 79,200.00	\$ 82.00	\$ 81,180.00	\$ 81.50	\$ 80,685.00	\$ 88.00	\$ 87,120.00	\$ 108.00	\$ 106,920.00	\$ 103.15	\$ 102,118.50
7.02	7010-E	PCC Curb and Gutter, 2.0 ft., 6 in.	LF	178	\$ 50.00	\$ 8,900.00	\$ 35.00	\$ 6,230.00	\$ 45.00	\$ 8,010.00	\$ 30.00	\$ 5,340.00	\$ 38.00	\$ 6,764.00	\$ 108.95	\$ 19,393.10
7.03	7010-E	PCC Curb and Gutter, 2.5 ft., 6 in.	LF	71	\$ 55.00	\$ 3,905.00	\$ 35.00	\$ 2,485.00	\$ 55.00	\$ 3,905.00	\$ 35.00	\$ 2,485.00	\$ 51.00	\$ 3,621.00	\$ 166.52	\$ 11,822.92
7.04	7010-I	PCC Pavement Samples and Testing	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,750.00	\$ 2,750.00	\$ 3,200.00	\$ 3,200.00	\$ 4,025.00	\$ 4,025.00
7.05	7030-A-1	Removal of Sidewalk	SY	184	\$ 14.00	\$ 2,576.00	\$ 10.00	\$ 1,840.00	\$ 15.00	\$ 2,760.00	\$ 20.00	\$ 3,680.00	\$ 15.00	\$ 2,760.00	\$ 7.50	\$ 1,380.00
7.06	7030-E	Sidewalk, PCC, 5 in.	SY	375	\$ 65.00	\$ 24,375.00	\$ 85.00	\$ 31,875.00	\$ 79.00	\$ 29,625.00	\$ 60.00	\$ 22,500.00	\$ 125.00	\$ 46,875.00	\$ 102.82	\$ 38,557.50
7.07	7030-E	Sidewalk, PCC, 6 in.	SY	35	\$ 100.00	\$ 3,500.00	\$ 92.00	\$ 3,220.00	\$ 125.00	\$ 4,375.00	\$ 85.00	\$ 2,975.00	\$ 154.00	\$ 5,390.00	\$ 237.40	\$ 8,309.00
7.08	7030-G	Detectable Warnings, Galvanized Steel	SF	40	\$ 65.00	\$ 2,600.00	\$ 85.00	\$ 3,400.00	\$ 65.00	\$ 2,600.00	\$ 90.00	\$ 3,600.00	\$ 65.00	\$ 2,600.00	\$ 75.00	\$ 3,000.00
7.09	7040-H	Removal of Existing Pavement	SY	392	\$ 15.00	\$ 5,880.00	\$ 18.00	\$ 7,056.00	\$ 17.50	\$ 6,860.00	\$ 20.00	\$ 7,840.00	\$ 25.00	\$ 9,800.00	\$ 18.00	\$ 7,056.00
7.10	7040-I	Curb and Gutter Removal	LF	196	\$ 12.00	\$ 2,352.00	\$ 20.00	\$ 3,920.00	\$ 17.50	\$ 3,430.00	\$ 12.00	\$ 2,352.00	\$ 18.00	\$ 3,528.00	\$ 35.00	\$ 6,860.00
Division 8: Traffic Control																
8.01	8020-B	Pavement Markings, Waterborne, White	STA	6.5	\$ 1,400.00	\$ 9,100.00	\$ 190.00	\$ 1,235.00	\$ 300.00	\$ 1,950.00	\$ 400.00	\$ 2,600.00	\$ 210.00	\$ 1,365.00	\$ 1,610.00	\$ 10,465.00
8.02	8020-G	Painted Symbols and Legends, Waterborne	EA	2	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00	\$ 220.00	\$ 440.00	\$ 287.50	\$ 575.00
8.03	8020-K	Pavement Markings Removed	STA	1.2	\$ 1,800.00	\$ 2,160.00	\$ 400.00	\$ 480.00	\$ 600.00	\$ 720.00	\$ 500.00	\$ 600.00	\$ 440.00	\$ 528.00	\$ 1,725.00	\$ 2,070.00
8.04	8030-A	Temporary Traffic Control	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 25,000.00	\$ 25,000.00	\$ 15,500.00	\$ 15,500.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ 14,875.00	\$ 14,875.00
8.05	8040-B	Traffic Signs	EA	5	\$ 200.00	\$ 1,000.00	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00	\$ 385.00	\$ 1,925.00	\$ 110.00	\$ 550.00	\$ 345.00	\$ 1,725.00
8.06	8040-E	U-Shaped Rail Steel Posts	LF	40	\$ 35.00	\$ 1,400.00	\$ 25.00	\$ 1,000.00	\$ 35.00	\$ 1,400.00	\$ 125.00	\$ 5,000.00	\$ 26.00	\$ 1,040.00	\$ 103.50	\$ 4,140.00
8.07	8040-J	Remove and Salvage Traffic Sign Assembly	EA	5	\$ 180.00	\$ 900.00	\$ 180.00	\$ 900.00	\$ 250.00	\$ 1,250.00	\$ 500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00	\$ 575.00	\$ 2,875.00
Division 9: Site Work and Landscaping																
9.01	9010-A	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15	\$ 5,000.00	\$ 750.00	\$ 4,000.00	\$ 600.00	\$ 7,500.00	\$ 1,125.00	\$ 13,000.00	\$ 1,950.00	\$ 5,500.00	\$ 825.00	\$ 4,600.00	\$ 690.00
9.02	9010-B	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15	\$ 7,500.00	\$ 1,125.00	\$ 20,000.00	\$ 3,000.00	\$ 11,500.00	\$ 1,725.00	\$ 20,000.00	\$ 3,000.00	\$ 8,250.00	\$ 1,237.50	\$ 23,000.00	\$ 3,450.00
9.03	9010-B	Hydraulic Mulching, BFM	AC	0.30	\$ 7,500.00	\$ 2,250.00	\$ 10,000.00	\$ 3,000.00	\$ 11,500.00	\$ 3,450.00	\$ 19,000.00	\$ 5,700.00	\$ 8,250.00	\$ 2,475.00	\$ 11,500.00	\$ 3,450.00
9.04	9040-F-1	Wattle, Straw, 9 in.	LF	936	\$ 3.00	\$ 2,808.00	\$ 2.00	\$ 1,872.00	\$ 3.00	\$ 2,808.00	\$ 5.75	\$ 5,382.00	\$ 2.20	\$ 2,059.20	\$ 2.30	\$ 2,152.80
9.05	9040-F-2	Wattle, Removal	LF	936	\$ 1.50	\$ 1,404.00	\$ 0.50	\$ 468.00	\$ 2.00	\$ 1,872.00	\$ 2.00	\$ 1,872.00	\$ 1.10	\$ 1,029.60	\$ 0.58	\$ 542.88
9.06	9040-T-1	Inlet Protection Device, Surface-Applied	EA	5	\$ 125.00	\$ 625.00	\$ 450.00	\$ 2,250.00	\$ 150.00	\$ 750.00	\$ 500.00	\$ 2,500.00	\$ 110.00	\$ 550.00	\$ 517.50	\$ 2,587.50
9.07	9040-T-1	Inlet Protection Device, Drop-In	EA	5	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 250.00	\$ 1,250.00	\$ 575.00	\$ 2,875.00	\$ 182.00	\$ 910.00	\$ 230.00	\$ 1,150.00
9.08	9040-T-2	Inlet Protection Device, Maintenance	EA	10	\$ 50.00	\$ 500.00	\$ 30.00	\$ 300.00	\$ 75.00	\$ 750.00	\$ 200.00	\$ 2,000.00	\$ 39.00	\$ 390.00	\$ 34.50	\$ 345.00
Division 11: Miscellaneous																
11.01	11,020-A	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00	\$ 22,500.00	\$ 22,500.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 35,132.50	\$ 35,132.50
11.02	11,050-A	Concrete Washout, Roll-Off Container	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,850.00	\$ 3,850.00	\$ 3,500.00	\$ 3,500.00	\$ 1,595.63	\$ 1,595.63
TOTAL CONSTRUCTION COST						\$ 240,087.50		\$ 248,066.00		\$ 249,788.00		\$ 263,141.00		\$ 312,276.40		\$ 327,767.74

Note 3: Math errors for Items 2.04 and 9.02 change the extended prices and by extension, the overall bid price for MNM Concrete Specialists. Math errors do not affect the overall bid order.



Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE UPTOWN PARKING IMPROVEMENTS", and moved:

☒ that the Resolution be adopted.

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

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE UPTOWN PARKING IMPROVEMENTS

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 Uptown Parking Improvements, described in the plans and specifications heretofore adopted by this Council on July 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: Caliber Concrete LLC of Adair, Iowa

Amount of bid: \$188,967.79

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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND FOR THE UPTOWN PARKING IMPROVEMENTS", 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 UPTOWN PARKING IMPROVEMENTS

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 Uptown Parking Improvements, 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:	<u>Caliber Concrete LLC</u>	of	<u>Adair, Iowa</u>
Amount of bid:	<u>\$188,967.79</u>		
Bond surety:	_____		
Date of bond:	_____		
Portion of project:	<u>All construction work</u>		

PASSED AND APPROVED this 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



PROJECT DESCRIPTION

Add Data

This Data Entry Sheet fills Tab 100-10 effective 10-18-05
The Uptown Parking Improvements project includes the paving and/or striping of parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' of Pleasant Street and SW Cherry Street from SW 3rd Street to SW 4th Street.

PROJECT DATE: XX-XX-2023	DRAWN BY: JSH	NO.	DATE	REVISION	BY
	DESIGNED BY: JSH	-	-		-
	CHECKED BY: NES	-	-		-
PLOT DATE: 5/23/2023 2:52 PM, G:\09\09085\09085056\CADD\Construction Documents\A\01 TITLE SHEET.dwg					



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UPTOWN PARKING IMPROVEMENTS
CITY OF ANKENY
POLK COUNTY

PROJECT OVERVIEW

PROJECT NO.
09085056
SHEET
A.02

CONTRACT

THIS CONTRACT, made and entered into at **Ankeny, Iowa** this 3rd day of July, 2023, by and between the **City of Ankeny, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and Caliber Concrete LLC, hereinafter called the "Contractor."

WITNESSETH:

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

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

UPTOWN PARKING IMPROVEMENTS

The Uptown Parking Improvements include the paving and striping of parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' west of SW Pleasant Street and along SW Cherry Street from SW 3rd Street to 125' feet south of SW 4th Street.

The parking improvements include approximately 990 SY of 7" thick PCC Class C-SUD pavement, curb and gutter, Class 10 excavation, subgrade preparation, sidewalks, pavement markings, temporary traffic control, erosion control, final surface restoration, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of One Hundred Eighty-Eight Thousand Nine Hundred Sixty Seven and 79/100 DOLLARS (\$188,967.79), 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 substantially complete the overall project within **forty-five (45) working days**. Substantial completion shall be defined as all utility, grading and pavement construction complete with pavement markings and signs installed, and all streets, driveways and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work in this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the project within **five (5) working days** commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion shall be defined as all work including permanent surface restoration and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **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:

CONTRACTOR:

Caliber Concrete LLC

Contractor

By _____

Signature

Cornner
Title

PO Box 248, 309 Audubon St.

Street Address

Adair, IA 50002

City, State, Zip Code

515-979-2004

Telephone



CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number C1155-86 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

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

Contract

CT-2

Uptown Parking Improvements

Notary Public in and for the State of Iowa
My commission expires January 29, 2024

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Topsoil, On-site	CY	202	\$25.00	\$5,050.00
2.02	Excavation, Class 10	CY	61	\$40.00	\$2,440.00
2.03	Excavation, Class 10, Borrow	CY	44	\$60.00	\$2,640.00
2.04	Subgrade Preparation, 6 in.	SY	1,327	\$3.25	\$4,312.75
2.05	Subgrade Treatment, Geogrid	SY	100	\$10.00	\$1,000.00
2.06	Compacting Testing	LS	1	\$2,500.00	\$2,500.00
	WATER MAINS & APPURTENANCES				
5.01	Fire Hydrant Relocation	EA	1	\$11,550.00	\$11,550.00
	STRUCTURES FOR SANITARY & STORM SEWERS				
6.01	Intake, SW-511, Cast-In-Place	EA	1	\$8,550.00	\$8,550.00
6.02	Manhole Adjustment, Minor	EA	2	\$2,200.00	\$4,400.00
6.03	Intake Adjustment, Minor	EA	1	\$1,375.00	\$1,375.00
	STREETS & RELATED WORK				
7.01	Pavement, PCC, 7 in., C-SUD	SY	990	\$55.28	\$54,727.20
7.02	PCC Curb and Gutter, 2.0 ft., 6 in.	LF	178	\$49.19	\$8,755.82
7.03	PCC Curb and Gutter, 2.5 ft., 6 in.	LF	71	\$52.12	\$3,700.52
7.04	PCC Pavement Samples and Testing	LS	1	\$3,500.00	\$3,500.00
7.05	Removal of Sidewalk	SY	184	\$1.55	\$285.20
7.06	Sidewalk, PCC, 5 in.	SY	375	\$61.42	\$23,032.50
7.07	Sidewalk, PCC, 6 in.	SY	35	\$68.42	\$2,394.70
7.08	Detectable Warnings, Galvanized Steel	SF	40	\$75.00	\$3,000.00
7.09	Removal of Existing Pavement	SY	392	\$1.55	\$607.60
7.10	Curb and Gutter Removal	LF	196	\$11.00	\$2,156.00

	TRAFFIC				
8.01	Pavement Markings, Waterborne, White	STA	6.5	\$425.00	\$2,762.50
8.02	Painted Symbols and Legends, Waterborne	EA	2	\$250.00	\$500.00
8.03	Pavement Markings Removed	STA	1.2	\$750.00	\$900.00
8.04	Temporary Traffic Control	LS	1	\$500.00	\$500.00
8.05	Traffic Signs	EA	5	\$200.00	\$1,000.00
8.06	U-Shaped Rail Steel Posts	LF	40	\$31.25	\$1,250.00
8.07	Remove and Salvage Traffic Sign Assembly	EA	5	\$200.00	\$1,000.00
	SITE WORK & LANDSCAPING				
9.01	Conventional Seeding, Seeding and Fertilizing, Type 4	AC	0.15	\$5,000.00	\$750.00
9.02	Hydraulic Seeding and Fertilizing, Type 1	AC	0.15	\$7,500.00	\$1,125.00
9.03	Hydraulic Mulching, BFM	AC	0.30	\$7,500.00	\$2,250.00
9.04	Wattle, Straw, 9 in.	LF	936	\$2.00	\$1,872.00
9.05	Wattle, Removal	LF	936	\$1.00	\$936.00
9.06	Inlet Protection Device, Surface-Applied	EA	5	\$100.00	\$500.00
9.07	Inlet Protection Device, Drop-In	EA	5	\$165.00	\$825.00
9.08	Inlet Protection Device, Maintenance	EA	10	\$35.00	\$350.00
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$24,470.00	\$24,470.00
11.02	Concrete Washout, Roll-Off Container	LS	1	\$2,000.00	\$2,000.00

TOTAL AMOUNT BID =

\$188,967.79

Contract

CT-6

Uptown Parking Improvements

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond Number: 292560Y

KNOW ALL BY THESE PRESENTS:

That we, Caliber Concrete LLC, as Principal (hereinafter the "Contractor" or "Principal") and Westfield Insurance Company, as Surety, are held and firmly bound unto the **City of Ankeny, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Eighty-Eight Thousand Nine Hundred Sixty Seven and 79/100 DOLLARS (\$ 188,967.79), 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 3rd day of July, 2023, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvement:

UPTOWN PARKING IMPROVEMENTS

The Uptown Parking Improvements include the paving and striping of parking stalls along SW 3rd Street from approximately 220' east of SW Walnut Street to 55' west of SW Pleasant Street and along SW Cherry Street from SW 3rd Street to 125' feet south of SW 4th Street.

The parking improvements include approximately 990 SY of 7" thick PCC Class C-SUD pavement, curb and gutter, Class 10 excavation, subgrade preparation, sidewalks, pavement markings, temporary traffic control, erosion control, final 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 improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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

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

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

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

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

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

Witness our hands, in triplicate, this 30th day of June, 2023.

PRINCIPAL:

Caliber Concrete LLC

Contractor

By

Signature

Title

SURETY:

Westfield Insurance Company

Surety Company

By

Signature E. A. von Harz

E. A. von Harz, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC

Company Name

4200 University Ave, Suite 200

Company Address

West Des Moines, IA 50266

City, State, Zip Code

800-677-1529

Company Telephone Number

NOTE:

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

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 1429172 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORNBACH, JOINTLY OR SEVERALLY

of **WEST DES MOINES** and State of **IA** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of June A.D., 2023.



Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

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

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

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Nick Ford PHONE (A/C, No, Ext): 515-453-9357 E-MAIL ADDRESS: nick.ford@assuredpartners.com	FAX (A/C, No): 515-453-9357
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Middlesex Insurance Company		23434
INSURER B: Midwest Builders' Casualty Mutual Company		13126
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 153912439**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	A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0217146	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	A0217146	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC100-0001914-2023A	4/1/2023	4/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Uptown Parking Improvements

City of Ankeny and MSA Professional Services, Inc. are Additional Insured - Owners, Lessees or Contractors; State or Political Subdivisions; Lessor of Leased Equipment; Owners of Leased Land; Manager or Lessor of Premise; Mortgagee, Assignee, or Receiver; Controlling Interest; Co-owner of Insured Premises; Executors, Administrators, Trustees or Beneficiaries; Vendors; Grantor of Franchises; when required in a written contract, agreement or permit on a primary and non-contributory basis with respects to the General Liability policy per form CG7125 (06/22)

City of Ankeny and MSA Professional Services, Inc. are named as Additional Insured - Owners, Lessees or Contractors - Ongoing Operations with respects to See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Ankeny
410 West 1st St
Ankeny IA 50023-1557

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED Caliber Concrete LLC PO Box 248, 309 Audubon St Adair IA 50002	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

the General Liability policy per form CG2010 (12/19)

City of Ankeny and MSA Professional Services, Inc. are named as Additional Insured - Owners, Lessees or Contractors - Products-Completed Operations with respects to the General Liability policy per form CG2037 (12/19)

General Liability Aggregate applies separately per construction project per form CG7118 (06/20)

Contractual Liability applies to the General Liability Policy per form CG0001 (04/13)

XCU coverage is included on the General Liability policy per form CG0001 (04/13)

Waiver of Subrogation applies when required in a written contract or agreement to the General Liability policy per form CG7124 (06/22)

City of Ankeny and MSA Professional Services, Inc. are named as Additional Insured when required in a written contract or agreement on a primary and non-contributory basis with respects to the Auto Liability policy per form CA7057 (06/22)

Waiver of Subrogation applies when required in a written contract or agreement to the Auto Liability policy per form CA7057 (06/22)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Umbrella is follow form

Third Party Cancellation Notification - 30 Days with respects to the General Liability policy per form IL7060 (08/15)

Third Party Cancellation Notification - 30 Days with respects to the Auto policy per form IL7060 (08/15)

Third Party Cancellation Notification - 30 Days with respects to the Umbrella policy per form IL7060 (08/15)

Cancellation Notice - 30 days with respects to the Workers Compensation policy per form WC990601 (01/11)



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:
Resolution

LEGAL:
Item Reviewed by Legal Counsel

SUBJECT:
Proposed The Westwinds, Plat 9, Storm Sewer Extension Project (PH 2023-44)

EXECUTIVE SUMMARY:
The Westwinds, Plat 9, Storm Sewer Extension Project includes extension of an existing storm sewer pipe between 2012 SW Westwinds Drive and 2016 SW Westwinds Drive. The construction improvements include extension of the pipe to the nearby channel and restoration of areas impacted by the work, including but not limited to seeding and pavement replacement.

The bid opening for this project was held on Tuesday, June 27, 2023. Four (4) bids were received as follows:

1. J & K Contracting \$156,598.50
2. On Track Construction \$207,838.00

3. Absolute Group \$229,095.80

4. Granite Excavating \$388,818.00

The Engineer's Estimate for the project was \$157,672.00. The bids ranged from approximately 1% below to 146% above the estimate. The City reviewed the bid results both internally and with the project's engineering consultant. J&K Contracting has completed other projects in the past for the City of Ankeny and is the contractor for the current North Four Mile Creek Trunk Sewer project. They have the experience and resources to complete this project. The Public Works Department recommends awarding The Westwinds, Plat 9, Storm Sewer Extension Project to J & K Contracting of Urbandale, Iowa.

Pending project approval and award by the City Council, the contractor will be required to start the project no earlier than August 3, 2023 and no later than October 2, 2023.

The Contractor shall substantially complete the overall project in 25 working days. Substantial completion for the overall project shall be defined as all utility, grading, and pavement construction completed. The Contractor shall fully complete the overall project in 5 working days commencing on a mutually agreed upon date following substantial completion of the overall project. Full completion for the overall project shall be defined as all work including surface restoration and punch list items completed, and all improvements ready for final acceptance.

FISCAL IMPACT: No

This project is included in the current Capital Improvement Program with construction scheduled for 2023.

CITY MANAGER'S RECOMMENDATIONS:

It is recommended that the Council take the following action:

1. Hold a hearing on the proposed Contract Documents (plans, specifications, and form of contract), and estimate of cost (\$157,672.00).

2. Approve Resolution, adopting said plans, specifications, form of contract, and estimated cost, for The Westwinds, Plat 9, Storm Sewer Extension Project.

3. Receive and file the report of bids received on June 27, 2023.

4. Approve Resolution, making award of construction contract to J & K Contracting of Urbandale, Iowa.

5. Approve Resolution, approving contract and bonds with J & K Contracting in the amount of \$156,598.50.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

June 5, 2023: The City Council approved a Resolution ordering construction and setting the bid opening

date as June 27, 2023, and setting the public hearing date as July 3, 2023.

PUBLIC OUTREACH EFFORTS:

Multiple meetings were held with adjacent property owners and residents throughout the design process. Property owners and residents will continue to receive letters updating them throughout the construction phase.

ACTION REQUESTED:

Action: Consider motion to adopt 1) RESOLUTION
 adopting plans, specifications, form of contract and estimate of cost \$157,672.00; 2)
receive and file report of bids received June 27, 2023; and 3) adopt
RESOLUTION making award of construction contract with J&K
Contracting in the amount of \$156,598.50.

ADDITIONAL INFORMATION:

ATTACHMENTS:

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

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION 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
WESTWINDS, PLAT 9, STORM SEWER EXTENSION
PROJECT

WHEREAS, on the 5th day of **June**, 2023, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as The Westwinds, Plat 9, Storm Sewer Extension 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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



REC'D & FILED
BY CITY COUNCIL

7/3/23

BID LETTING

10:30 A.M.

JUNE 27, 2023

THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION PROJECT

The purpose of this meeting is to receive, open and tabulate bids for construction of the The Westwinds, Plat 9, Storm Sewer Extension Project in accordance with the Plans and Specifications prepared by Kirkham Michael.

Mark Mueller, Public Works Director

Project Estimate of Cost \$ 157,672⁰⁰

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) Acknowledged
1) ✓	On Track Construction LLC 1435 West F Ave Nevada IA 50201	207838 ⁰⁰	✓
2) ✓	Granite Excavating 111 S 2nd Street Polk City IA 50226	388818 ⁰⁰	✓
* 3) ✓	J+K Contracting 10703 Justin Dr Urbandale IA 50322	156598 ⁵⁰	✓
4) ✓	Absolute Group PO Box 430 Granger IA 50109	229095 ⁸⁰	✓
5) _____	_____	_____	_____
6) _____	_____	_____	_____

*Apparent Low Bidder

Bid Bond (10%)	Bidder/Address	Bid Amount	Addenda (one) 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 July 3, 2023 at 5:30 P.M.

ATTEST:


Michelle Yuska, City Clerk


Mark Mueller, Public Works Director



Tabulation of Bids
City of Ankeny
The Westwinds, Plat 9, Storm Sewer Extension Project

I hereby certify that this is a true and correct bid tabulation of bids received on June 27, 2023 for
The Westwinds, Plat 9, Storm Sewer Extension Project in Ankeny, IA.

Benjamin Smith
Benjamin Smith, P.E., Project Engineer

2442542 6/27/23
License No. Date

				Engineer's Opinion of Cost		J&K Contracting		On Track Construction		Absolute Group		Granite Excavating	
	Item	Units	Quantity	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal	Unit Price	Subtotal
Division 2 - Clearing, Excavation, & Embankment													
2.1	CLEARING AND GRUBBING	UNIT	28.7	\$ 100.00	\$ 2,870.00	\$ 135.00	\$ 3,874.50	\$ 340.00	\$ 9,758.00	\$ 275.00	\$ 7,892.50	\$ 534.00	\$ 15,325.80
2.2	CLEARING AND GRUBBING	AC	0.12	\$ 45,000.00	\$ 5,400.00	\$ 178,000.00	\$ 21,360.00	\$ 168,000.00	\$ 20,160.00	\$ 272,000.00	\$ 32,640.00	\$ 16,000.00	\$ 1,920.00
2.3	TOPSOIL, ON SITE	CY	200.0	\$ 15.00	\$ 3,000.00	\$ 10.00	\$ 2,000.00	\$ 55.00	\$ 11,000.00	\$ 15.00	\$ 3,000.00	\$ 160.00	\$ 32,000.00
2.4	EXCAVATION, CLASS 10, IMPORT	CY	120.0	\$ 30.00	\$ 3,600.00	\$ 28.00	\$ 3,360.00	\$ 50.00	\$ 6,000.00	\$ 30.00	\$ 3,600.00	\$ 133.00	\$ 15,960.00
2.5	GRANULAR STABILIZATION	TON	150.0	\$ 30.00	\$ 4,500.00	\$ 38.00	\$ 5,700.00	\$ 65.00	\$ 9,750.00	\$ 45.00	\$ 6,750.00	\$ 158.00	\$ 23,700.00
Division 3 - Trench Excavation & Backfill													
3.1	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	750.0	\$ 30.00	\$ 22,500.00	\$ 38.00	\$ 28,500.00	\$ 32.00	\$ 24,000.00	\$ 68.00	\$ 51,000.00	\$ 125.00	\$ 93,750.00
Division 4 - Sewers & Drains													
4.1	STORM SEWER, TRENCHED, RCP, 12 IN	LF	9.0	\$ 225.00	\$ 2,025.00	\$ 200.00	\$ 1,800.00	\$ 350.00	\$ 3,150.00	\$ 275.00	\$ 2,475.00	\$ 342.00	\$ 3,078.00
4.2	PIPE CULVERT, TRENCHED, CMP, 18 IN	LF	226.0	\$ 150.00	\$ 33,900.00	\$ 110.00	\$ 24,860.00	\$ 200.00	\$ 45,200.00	\$ 200.00	\$ 45,200.00	\$ 370.00	\$ 83,620.00
4.3	PIPE APRON, METAL, 18 IN	EA	1.0	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,175.00	\$ 1,175.00	\$ 1,635.00	\$ 1,635.00	\$ 3,790.00	\$ 3,790.00
4.4	REMOVE APRON	EA	1.0	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 750.00	\$ 750.00
Division 6 - Structures for Sanitary and Storm Sewers													
6.1	MANHOLE, SW-401, 48 IN.	EA	2	\$ 6,000.00	\$ 12,000.00	\$ 4,800.00	\$ 9,600.00	\$ 4,850.00	\$ 9,700.00	\$ 5,675.00	\$ 11,350.00	\$ 10,540.00	\$ 21,080.00
6.2	REMOVE INTAKE	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 850.00	\$ 850.00	\$ 805.00	\$ 805.00	\$ 1,020.00	\$ 1,020.00
Division 7 - Streets & Related Work													
7.1	REMOVAL OF DRIVEWAY	SY	181.2	\$ 10.00	\$ 1,812.00	\$ 10.00	\$ 1,812.00	\$ 20.00	\$ 3,624.00	\$ 10.00	\$ 1,812.00	\$ 27.00	\$ 4,892.40
7.2	DRIVEWAY, PCC, 6 IN.	SY	181.2	\$ 75.00	\$ 13,590.00	\$ 85.00	\$ 15,402.00	\$ 80.00	\$ 14,496.00	\$ 80.25	\$ 14,541.30	\$ 160.00	\$ 28,992.00
7.3	DRIVEWAY ASSURANCE TESTING	LS	1.0	\$ 2,500.00	\$ 2,500.00	\$ 1,050.00	\$ 1,050.00	\$ 350.00	\$ 350.00	\$ 2,585.00	\$ 2,585.00	\$ 2,135.00	\$ 2,135.00
Division 8 - Traffic Control / Signalization													
8.1	TEMPORARY TRAFFIC CONTROL	LS	1.0	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 2,715.00	\$ 2,715.00	\$ 11,000.00	\$ 11,000.00
Division 9 - Site Work and Landscaping													
9.1	SEEDING, FERTILIZING AND MULCHING	AC	0.2	\$ 5,000.00	\$ 750.00	\$ 32,000.00	\$ 4,800.00	\$ 30,000.00	\$ 4,500.00	\$ 31,050.00	\$ 4,657.50	\$ 32,000.00	\$ 4,800.00
	SEEDING, FERTILIZING AND MULCHING - TEMPORARY STABILIZATION	AC	0.4	\$ 5,000.00	\$ 1,750.00	\$ 5,300.00	\$ 1,855.00	\$ 5,000.00	\$ 1,750.00	\$ 5,175.00	\$ 1,811.25	\$ 5,340.00	\$ 1,869.00
9.3	SEEDING, FERTILIZING AND MULCHING - CRITICAL SLOPES	AC	0.2	\$ 5,000.00	\$ 1,000.00	\$ 10,500.00	\$ 2,100.00	\$ 10,000.00	\$ 2,000.00	\$ 10,350.00	\$ 2,070.00	\$ 10,680.00	\$ 2,136.00
9.4	TEMPORARY ROLLED EROSION CONTROL PRODUCT	SY	75.0	\$ 10.00	\$ 750.00	\$ 10.00	\$ 750.00	\$ 10.00	\$ 750.00	\$ 10.35	\$ 776.25	\$ 11.00	\$ 825.00
9.5	FILTER SOCK, 8 IN.	LF	150.0	\$ 2.50	\$ 375.00	\$ 6.00	\$ 900.00	\$ 6.00	\$ 900.00	\$ 6.25	\$ 937.50	\$ 6.00	\$ 900.00
9.6	FILTER SOCK REMOVAL	LF	150.0	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00	\$ 1.00	\$ 150.00	\$ 1.40	\$ 210.00	\$ 1.00	\$ 150.00
9.7	RIP RAP, CLASS B	TON	70.0	\$ 90.00	\$ 6,300.00	\$ 65.00	\$ 4,550.00	\$ 100.00	\$ 7,000.00	\$ 115.00	\$ 8,050.00	\$ 126.00	\$ 8,820.00
9.8	STABILIZED CONSTRUCTION ENTRANCE	SY	160.0	\$ 30.00	\$ 4,800.00	\$ 10.00	\$ 1,600.00	\$ 58.00	\$ 9,280.00	\$ 18.00	\$ 2,880.00	\$ 32.00	\$ 5,120.00
9.9	TEMPORARY HYDROMULCHING	AC	0.4	\$ 10,000.00	\$ 3,500.00	\$ 4,200.00	\$ 1,470.00	\$ 4,000.00	\$ 1,400.00	\$ 4,150.00	\$ 1,452.50	\$ 4,270.00	\$ 1,494.50
9.10	ENGINEERING FABRIC	SY	85.0	\$ 10.00	\$ 850.00	\$ 3.00	\$ 255.00	\$ 7.00	\$ 595.00	\$ 5.00	\$ 425.00	\$ 10.00	\$ 850.00
9.11	REMOVE AND SALVAGE STONE LANDSCAPING	LS	1.0	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 3,400.00	\$ 3,400.00	\$ 1,800.00	\$ 1,800.00	\$ 5,340.00	\$ 5,340.00
Division 11 - Miscellaneous													
11.1	MOBILIZATION	LS	1.0	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.30	\$ 10,000.30
11.2	CONCRETE WASHOUT	LS	1.0	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 625.00	\$ 625.00	\$ 3,500.00	\$ 3,500.00
Total Base Bid (Items 2.1 through 11.2)					\$ 157,672.00		\$ 156,598.50		\$ 207,838.00		\$ 229,095.80		\$ 388,818.00
			Bid Bond			X		X		X		X	
			Addendum			X		X		X		X	

Council Member _____ introduced the following Resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT FOR THE WESTWINDS, PLAT 9, STORM SEWER EXTENSION 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 _____, 2023, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION

RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT FOR THE WESTWINDS, PLAT 9, STORM SEWER
EXTENSION 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 Westwinds, Plat 9, Storm Sewer Extension Project, described in the plans and specifications heretofore adopted by this Council on July 3, 2023, be and is hereby accepted, the same being the lowest responsive, responsible bid received for such work, as follows:

Contractor: **J&K Contracting** of **Urbandale, Iowa**

Amount of bid: **\$156,598.50**

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 3rd day of July, 2023.

Mayor

ATTEST:

City Clerk



The Westwinds, Plat 9, Storm Sewer Extension Project
Map is for Locational Purposes Only.



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:
Planning and Building

COUNCIL GOAL:
Ensure Economic Vitality

ACTION REQUESTED:
Motion

LEGAL:

SUBJECT:
Request for Council Initiated Rezoning from R-1 to C-2
Hope Kimberley LLC

EXECUTIVE SUMMARY:
Hope Kimberley, LLC, property owner, is requesting the City Council initiate the rezoning of approximately 9.54-acre parcel located at the southwest corner of the NE 126th Avenue and NE Delaware Avenue intersection per the letter submitted by the applicant. Ankeny Zoning Code, Chapter 196.04. Amendments, allows a rezoning to be initiated by motion of the City Council. The rezoning request is to amend the property from R-1 One-Family Residence District to C-2, General Retail, Highway-Oriented and Central Business Commercial District.

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:
Approval of motion.

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

Action: Consider motion to receive and file correspondence dated June 15, 2023 regarding a rezoning request for a 9.54-acre parcel located at the southwest corner of the NE 126th Avenue and NE Delaware Avenue intersection.

Action: Consider motion to initiate a rezoning request for a 9.54-acre parcel located at the southwest corner of the NE 126th Avenue and NE Delaware Avenue intersection and refer to the Plan and Zoning Commission for review and recommendation.

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
 Letter of Request
 Rezoning Exhibit
 Property Concept
 Homeowner Letter



June 15, 2023

RE: Council-Initiated Hope Kimberley Property Commercial Rezoning

Dear Honorable Mayor and Esteemed City Council Members,

On behalf of Hope Kimberley LLC, we humbly request for a City Council-initiated rezoning on 9.54 acres located on the southwest corner of NE 126th Avenue and NE Delaware Avenue. An exhibit is attached illustrating the location of the subject property and a preliminary layout of the subdivision.

We respectfully request your initiation and support of our zoning application to rezone the southwest corner of the property to C-2 Commercial District. Hope Kimberley, LLC intends to begin construction of this overall subdivision starting out the south side in the fall of 2023. We feel this development will be an attractive addition to the city and we would appreciate your support. This request will complement the surrounding residential uses and will provide essential services that would be needed for properties located close to the Interstate 35 interchange.

We have 47.13% of the neighboring property owners' signatures in support of the rezoning. We reached out to the three remaining surrounding property owners with a letter & exhibits illustrating the rezoning request but did not hear from them. For this reason, we are seeking Council-initiated rezoning.

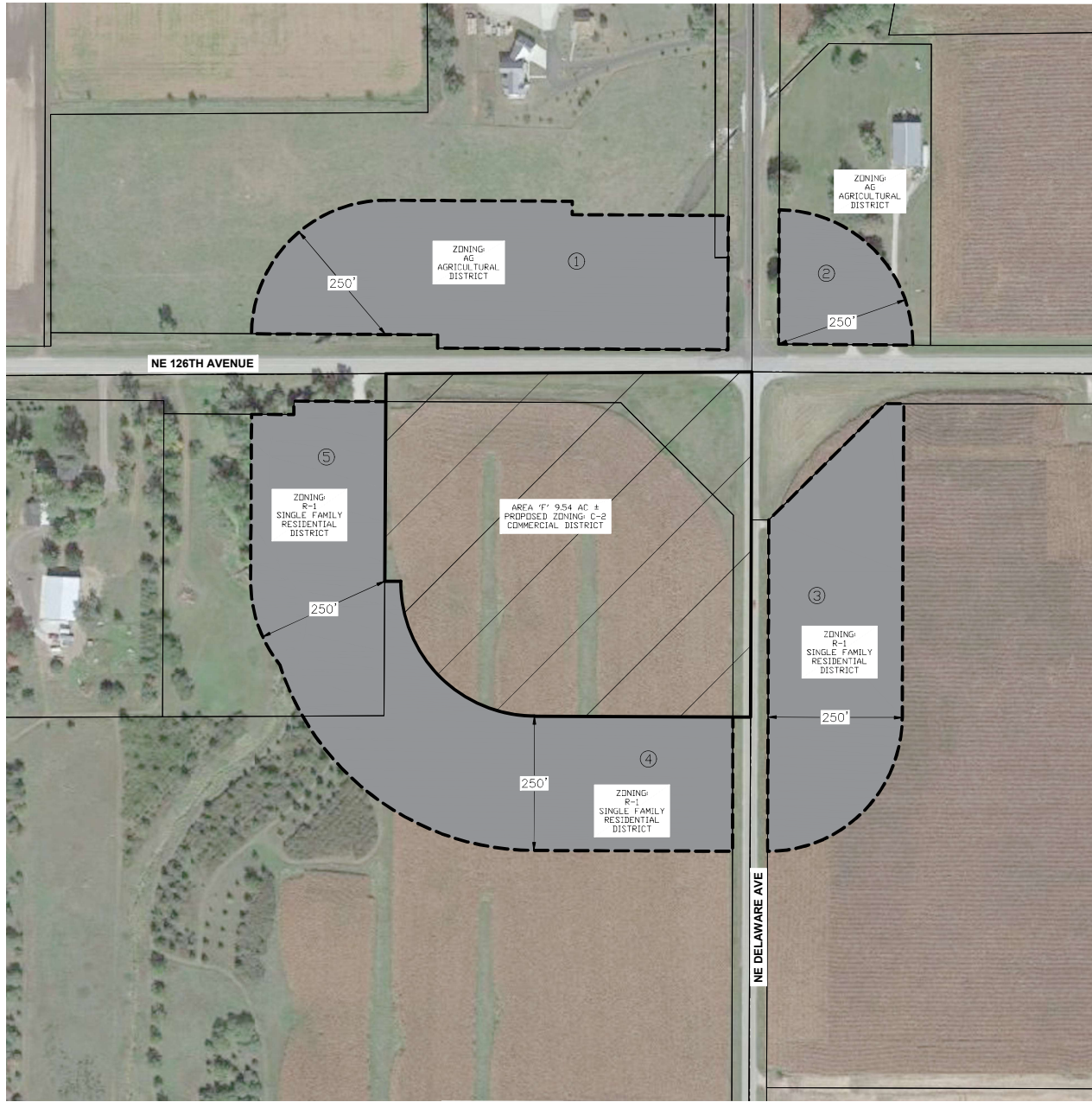
As we met with each of you individually, we felt overall support of this change. Please reach out with any questions or concerns we have not addressed.

Sincerely,

Jenna Kimberley
Vice President
Hope Kimberley, LLC

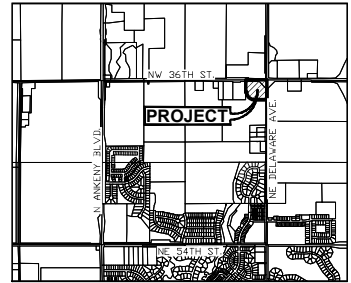
EN: Exhibit – subject property; Exhibit – preliminary layout

Recipients:
Mayor Mark Holm
Ankeny City Council Members
City of Ankeny Community Development Staff



VICINITY MAP

SCALE 1"=2000'



ANKENY, IOWA

OWNER

HOPE KIMBERLEY LLC
4500 WESTOWN PARKWAY SUITE 277
WEST DES MOINES, IA 50266

APPLICANT

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 NORTH ANKENY BOULEVARD, SUITE 22
ANKENY, IOWA 50023
PH: (515) 963-8335

ZONING:

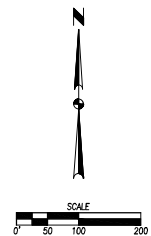
EXISTING: R-1 - SINGLE FAMILY RESIDENTIAL DISTRICT
PROPOSED: C-2 - COMMERCIAL DISTRICT

REZONING DESCRIPTION - AREA 'F':

A PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 81 NORTH, RANGE 24 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°13'22" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 643.00 FEET; THENCE NORTH 89°46'18" WEST, 402.52 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 250.00 FEET, WHOSE ARC LENGTH IS 393.03 FEET AND WHOSE CHORD BEARS NORTH 44°44'22" WEST, 353.79 FEET; THENCE NORTH 89°42'06" WEST, 30.00 FEET TO THE EAST LINE OF THE WEST 413.00 FEET OF THE EAST 1,095 FEET OF THE NORTH 637.00 FEET OF SAID NORTHEAST QUARTER; THENCE NORTH 00°17'54" EAST ALONG SAID EAST LINE, 386.61 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89°43'12" EAST ALONG SAID NORTH LINE, 682.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.54 ACRES MORE OR LESS.

ADJACENT OWNERSHIP:

	OWNER	ACRES	PERCENT	CONSENTING
1	WATTONVILLE, JASON/LINDA	4.9	28.24%	
2	HEBNER, ELVIN JR & CINDY	1.1	6.47%	
3	RUETER, TODD & ALEX; PAIGE BENLAALA	3.9	22.59%	X
4	HOPE KIMBERLEY LLC	4.4	24.99%	X
5	SEUNTIENS, CHRISTOPHER & IRENE	3.1	17.71%	
		17.5	100.00%	47.58%





CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

May 26, 2023

RE: Rezoning Petition – Hope Kimberley Property
SW Corner of NE 126th Avenue & NE Delaware Avenue
Ankeny, Iowa

To Whom It May Concern:

Planning has begun on approximately 9.54 acres located on the southwest corner of NE 126th Avenue and NE Delaware Avenue. An exhibit is attached illustrating the location of the subject property and a preliminary layout of the subdivision. Hope Kimberley LLC is working to rezone approximately 284 acres to a mix of single family residential, multi-family residential and commercial development. This corner within the city of Ankeny's comprehensive plan shows the future land use as high density residential which would allow an apartment project up to 18 units/acre. The developer is proposing neighborhood commercial land uses that would include a landscape buffer and would be less intrusive than the proposed residential use.

We respectfully request your support of our zoning application by signing the attached petition to rezone the southwest corner of the property to C-2 Commercial District. Hope Kimberley, LLC intends to begin construction of this overall subdivision starting on the south side in the fall of 2023. We feel this development will be an attractive addition to the city and we would appreciate your support. This request will complement the surrounding residential uses and will provide essential services that would be needed for properties located close to the Interstate 35 interchange.

To show your support in starting this rezoning process, please sign the attached petition and return in the self-addressed stamped envelope to:

Civil Design Advantage, L.L.C.
Attn: Erin Ollendike
4121 NW Urbandale Drive
Urbandale, Iowa 50322

Please let me know if you have any questions. Thank you.

Sincerely,

CIVIL DESIGN ADVANTAGE

Erin K. Ollendike, P.E.
Ph: (515) 369-4400



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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

 [Print](#)

ORIGINATING DEPARTMENT:

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

City Manager
City Attorney

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available



ANKENY CITY COUNCIL

City Council Agenda

July 3, 2023
5 : 30 PM

Mark Holm, Mayor
Bobbi Bentz, Mayor Pro tem

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



ORIGINATING DEPARTMENT:
City Clerk

COUNCIL GOAL:

ACTION REQUESTED:

LEGAL:

SUBJECT:

- *Regular Council Meeting - 7/17/23 @ 5:30 p.m.*
- *Regular Council Meeting - 8/7/23 @ 5:30 p.m.*

EXECUTIVE SUMMARY:

FISCAL IMPACT: **No**

CITY MANAGER'S RECOMMENDATIONS:

PREVIOUS COUNCIL/COMMISSION/BOARD ACTION(S):

PUBLIC OUTREACH EFFORTS:

ACTION REQUESTED:

ADDITIONAL INFORMATION:

ATTACHMENTS:

Click to download
No Attachments Available